# Project Manual
## Volume 1

PROJECT NO. 161026-00

PROJECT TITLE: Renovate Plant Science Building - Phase 2

DATE: August 31, 2026 – (Bid Documents)


**State University Construction Fund**
State University Plaza
353 Broadway
Albany, New York 12246


**New York State College of Agriculture and Life Sciences at Cornell University**

| | |
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PROFESSIONAL SEALS

Professional seals for this project are included herein immediately following this section.

END OF DOCUMENT

To the best of my knowledge, information, and belief, the construction documents for this project are in conformance with the Building Code of New York State and all other applicable Federal and State laws and regulations, all as currently amended.

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| G4.0 | LIFE SAFETY PLAN - TUNNEL & GROUND LEVEL |
| G4.1 | LIFE SAFETY PLAN - FIRST & SECOND FLOOR |
| G4.2 | LIFE SAFETY PLAN - THIRD & FOURTH FLOOR |
| G5.0 | PLENUM RETURN DIAGRAMS - GROUND AND FIRST FLOORS |
| G5.1 | PLENUM RETURN DIAGRAMS - SECOND, THIRD, AND FOURTH FLOORS |

| Sheet No. | Sheet Name |
|---|---|
| P000 | PLUMBING SYMBOLS, NOTES, AND ABBREVIATIONS |
| P0.1 | PLUMBING PHASING DRAWINGS |
| PE1.U | PLUMBING UTILITY TUNNEL LEVEL ENABLING PLAN - PHASE 2 |
| PE1.0 | PLUMBING GROUND FLOOR ENABLING PLAN - PHASE 2 |
| PE1.3 | PLUMBING THIRD FLOOR ENABLING PLAN - PHASE 2 |
| PD1.U | PLUMBING UTILITY TUNNEL LEVEL REMOVAL PLAN - PHASE 2 |
| PD1.0 | PLUMBING GROUND FLOOR REMOVAL PLAN - PHASE 2 |
| PD1.1 | PLUMBING FIRST FLOOR REMOVAL PLAN - PHASE 2 |
| PD1.2 | PLUMBING SECOND FLOOR REMOVAL PLAN - PHASE 2 |
| PD1.3 | PLUMBING THIRD FLOOR REMOVAL PLAN - PHASE 2 |
| PD1.4 | PLUMBING FOURTH FLOOR REMOVAL PLAN - PHASE 2 |
| PD1.5 | PLUMBING ROOF LEVEL REMOVAL PLAN - PHASE 2 |
| P1.U | PLUMBING UTILITY TUNNEL LEVEL DOMESTIC WATER PLAN - PHASE 2 |
| P1.0 | PLUMBING GROUND FLOOR DOMESTIC WATER PLAN - PHASE 2 |
| P1.1 | PLUMBING FIRST FLOOR DOMESTIC WATER PLAN - PHASE 2 |
| P1.2 | PLUMBING SECOND FLOOR DOMESTIC WATER PLAN - PHASE 2 |
| P1.3 | PLUMBING THIRD FLOOR DOMESTIC WATER PLAN - PHASE 2 |
| P1.4 | PLUMBING FOURTH FLOOR DOMESTIC WATER PLAN - PHASE 2 |
| P2.U | PLUMBING UTILITY TUNNEL LEVEL DRAINAGE PLAN - PHASE 2 |
| P2.0 | PLUMBING GROUND FLOOR DRAINAGE PLAN - PHASE 2 |
| P2.1 | PLUMBING FIRST FLOOR DRAINAGE PLAN - PHASE 2 |
| P2.2 | PLUMBING SECOND FLOOR DRAINAGE PLAN - PHASE 2 |
| P2.3 | PLUMBING THIRD FLOOR DRAINAGE PLAN - PHASE 2 |
| P2.4 | PLUMBING FOURTH FLOOR DRAINAGE PLAN - PHASE 2 |
| P2.5 | PLUMBING ROOF LEVEL DRAINAGE PLAN - PHASE 2 |
| P3.U | PLUMBING UTILITY TUNNEL LEVEL SPECIALTY WATER PLAN - PHASE 2 |
| P3.0 | PLUMBING GROUND FLOOR SPECIALTY WATER PLAN - PHASE 2 |
| P3.1 | PLUMBING FIRST FLOOR SPECIALTY WATER PLAN - PHASE 2 |
| P3.2 | PLUMBING SECOND FLOOR SPECIALTY WATER PLAN - PHASE 2 |
| P3.3 | PLUMBING THIRD FLOOR SPECIALTY WATER PLAN - PHASE 2 |
| P3.4 | PLUMBING FOURTH FLOOR SPECIALTY WATER PLAN - PHASE 2 |

| Sheet No. | Sheet Name |
|---|---|
| P4.U | PLUMBING UTILITY TUNNEL LEVEL GAS PLAN - PHASE 2 |
| P4.0 | PLUMBING GROUND FLOOR GAS PLAN - PHASE 2 |
| P4.1 | PLUMBING FIRST FLOOR GAS PLAN - PHASE 2 |
| P4.2 | PLUMBING SECOND FLOOR GAS PLAN - PHASE 2 |
| P4.3 | PLUMBING THIRD FLOOR GAS PLAN - PHASE 2 |
| P4.4 | PLUMBING FOURTH FLOOR GAS PLAN - PHASE 2 |
| P5.1 | PLUMBING DETAILS |
| P6.1 | PLUMBING SCHEDULES |
| P7.1 | PLUMBING DOMESTIC WATER SCHEMATIC RISER DIAGRAM - PART 1 (PHASE 2) |
| P7.2 | PLUMBING DOMESTIC WATER SCHEMATIC RISER DIAGRAM - PART 2 (PHASE 2) |
| P7.3 | PLUMBING WASTE AND VENT SCHEMATIC RISER DIAGRAM (PHASE 2) |
| P7.4 | PLUMBING NG AND CA SCHEMATIC RISER DIAGRAM (PHASE 2) |
| P7.5 | PLUMBING SPECIALTY WATER SCHEMATIC RISER DIAGRAM (PHASE 2) |
| | |
| F0.1 | FIRE PROTECTION SYMBOLS, ABBREVIATIONS AND NOTES - PHASE 2 |
| F0.2 | FIRE PROTECTION SCHEDULES - PHASE 2 |
| F0.3 | FIRE PROTECTION SITE PLAN - PHASE 2 |
| FD1.UA | FIRE PROTECTION UTILITY TUNNEL FLOOR DEMOLITION PLAN PART A |
| FD1.UB | FIRE PROTECTION UTILITY TUNNEL FLOOR DEMOLITION PLAN PART B |
| FD.1.0A | FIRE PROTECTION GROUND FLOOR DEMOLITION PLAN PART A |
| FD.1.0B | FIRE PROTECTION GROUND FLOOR DEMOLITION PLAN PART B |
| FD.1.1A | FIRE PROTECTION FIRST FLOOR DEMOLITION PLAN PART A |
| FD.1.1B | FIRE PROTECTION FIRST FLOOR DEMOLITION PLAN PART B |
| FD.1.2A | FIRE PROTECTION SECOND FLOOR DEMOLITION PLAN PART A |
| FD.1.2B | FIRE PROTECTION SECOND FLOOR DEMOLITION PLAN PART B |
| FD.1.3A | FIRE PROTECTION THIRD FLOOR DEMOLITION PLAN PART A |
| FD.1.3B | FIRE PROTECTION THIRD FLOOR DEMOLITION PLAN PART B |
| FD.1.4A | FIRE PROTECTION FOURTH FLOOR DEMOLITION PLAN PART A |
| FD.1.4B | FIRE PROTECTION FOURTH FLOOR DEMOLITION PLAN PART B |
| F1.U | FIRE PROTECTION UTILITY TUNNEL LEVEL PLAN - PHASE 2 |
| F1.0 | FIRE PROTECTION GROUND FLOOR PLAN - PHASE 2 |
| F1.1 | FIRE PROTECTION FIRST FLOOR PLAN - PHASE 2 |
| F1.2 | FIRE PROTECTION SECOND FLOOR PLAN - PHASE 2 |
| F1.3 | FIRE PROTECTION THIRD FLOOR PLAN - PHASE 2 |
| F1.4 | FIRE PROTECTION FOURTH FLOOR PLAN - PHASE 2 |
| F1.5 | FIRE PROTECTION ROOF AND PENTHOUSE PLAN - PHASE 2 |
| F2.1 | SPRINKLER AND STANDPIPE RISER DIAGRAMS |
| F3.1 | SPRINKLER AND STANDPIPE DETAILS |
| F3.2 | SPRINKLER DETAILS |

| Sheet No. | Sheet Name |
|---|---|
| M0.0 | MECHANICAL GENERAL NOTES AND SYMBOLS LIST - PHASE 2 |
| MD1.0 | MECHANICAL GROUND FLOOR DUCTWORK DEMOLITION PLAN - PHASE 2 |
| MD1.1 | MECHANICAL FIRST FLOOR DUCTWORK DEMOLITION PLAN - PHASE 2 |
| MD1.2 | MECHANICAL SECOND FLOOR DUCTWORK DEMOLITION PLAN - PHASE 2 |
| MD1.3 | MECHANICAL THIRD FLOOR DUCTWORK DEMOLITION PLAN - PHASE 2 |
| MD1.4 | MECHANICAL FOURTH FLOOR DUCTWORK DEMOLITION PLAN - PHASE 2 |
| MD1.5 | MECHANICAL ROOF DUCTWORK DEMOLITION PLAN - PHASE 2 |
| MD2.U | MECHANICAL TUNNEL PIPING DEMOLITION PLAN - PHASE 2 |
| MD2.UA | MECHANICAL TUNNEL PIPING DEMOLITION PLAN – STEAM HEATING SYSTEMS - PHASE 2 |
| MD2.0 | MECHANICAL GROUND FLOOR PIPING DEMOLITION PLAN - PHASE 2 |
| MD2.1 | MECHANICAL FIRST FLOOR PIPING DEMOLITION PLAN - PHASE 2 |
| MD2.2 | MECHANICAL SECOND FLOOR PIPING DEMOLITION PLAN - PHASE 2 |
| MD2.3 | MECHANICAL THIRD FLOOR PIPING DEMOLITION PLAN - PHASE 2 |
| MD2.4 | MECHANICAL FOURTH FLOOR PIPING DEMOLITION PLAN - PHASE 2 |
| MD2.5 | MECHANICAL ROOF PIPING DEMOLITION PLAN - PHASE 2 |
| MD3.0 | ENLARGED MECHANICAL ROOM DEMOLITION PLANS - PHASE 2 |
| MD3.1 | ENLARGED MECHANICAL ROOM DEMOLITION PLANS - PHASE 2 |
| MD3.2 | ENLARGED LECTURE HALL DEMOLITION PLANS - PHASE 2 |
| M1.0 | MECHANICAL GROUND FLOOR DUCTWORK PLAN - PHASE 2 |
| M1.1 | MECHANICAL FIRST FLOOR DUCTWORK PLAN - PHASE 2 |
| M1.2 | MECHANICAL SECOND FLOOR DUCTWORK PLAN - PHASE 2 |
| M1.3 | MECHANICAL THIRD FLOOR DUCTWORK PLAN - PHASE 2 |
| M1.4 | MECHANICAL FOURTH FLOOR DUCTWORK PLAN - PHASE 2 |
| M1.5 | MECHANICAL ROOF DUCTWORK PLAN - PHASE 2 |
| M2.U | MECHANICAL TUNNEL PIPING PLAN - PHASE 2 |
| M2.0 | MECHANICAL GROUND FLOOR PIPING PLAN - PHASE 2 |
| M2.1 | MECHANICAL FIRST FLOOR PIPING PLAN - PHASE 2 |
| M2.2 | MECHANICAL SECOND FLOOR PIPING PLAN - PHASE 2 |
| M2.3 | MECHANICAL THIRD FLOOR PIPING PLAN - PHASE 2 |
| M2.4 | MECHANICAL FOURTH FLOOR PIPING PLAN - PHASE 2 |
| M2.5 | MECHANICAL ROOF PIPING PLAN - PHASE 2 |
| M3.U | MECHANICAL TUNNEL PRESSURIZATION & CONTROLS PLAN - PHASE 2 |
| M3.0 | MECHANICAL GROUND FLOOR PRESSURIZATION & CONTROLS PLAN - PHASE 2 |
| M3.1 | MECHANICAL FIRST FLOOR PRESSURIZATION & CONTROLS PLAN - PHASE 2 |
| M3.2 | MECHANICAL SECOND FLOOR PRESSURIZATION & CONTROLS PLAN - PHASE 2 |
| M3.3 | MECHANICAL THIRD FLOOR PRESSURIZATION & CONTROLS PLAN - PHASE 2 |
| M3.4 | MECHANICAL FOURTH FLOOR PRESSURIZATION & CONTROLS PLAN - PHASE 2 |
| M4.0 | ENLARGED MECHANICAL PLANS - PHASE 2 |
| M4.1 | ENLARGED MECHANICAL PLANS - PHASE 2 |
| M4.2 | ENLARGED MECHANICAL GROUND AND FIRST FLOOR DUCTWORK PLANS - EAST WING - PHASE 2 |
| M4.3 | ENLARGED MECHANICAL SECOND AND THIRD FLOOR DUCTWORK PLANS - EAST WING - PHASE 2 |
| M4.4 | ENLARGED MECHANICAL SECOND AND THIRD FLOOR DUCTWORK PLANS - NORTH WING - PHASE 2 |
| M4.5 | ENLARGED MECHANICAL FOURTH FLOOR DUCTWORK PLAN - NORTH WING - PHASE 2 |
| M4.6 | ENLARGED LECTURE HALL PLANS - PHASE 2 |
| M4.7 | ENLARGED LECTURE HALL PLANS - PHASE 2 |
| M4.8 | MECHANICAL SECTIONS – PHASE 2 |

| Sheet No. | Sheet Name |
|---|---|
| M5.0 | LOAD SHED MATRICES |
| M5.1 | CONTROL SCHEMATIC & SYSTEM SUMMARY - PHASE 2 |
| M5.2 | CONTROL SCHEMATICS & SYSTEM SUMMARIES - PHASE 2 |
| M5.3 | CONTROL SCHEMATICS & SYSTEM SUMMARIES - PHASE 2 |
| M5.4 | CONTROL SCHEMATICS & SYSTEM SUMMARIES - PHASE 2 |
| M5.5 | CONTROL SCHEMATICS & SYSTEM SUMMARIES - PHASE 2 |
| M5.6 | CONTROL SCHEMATICS & SYSTEM SUMMARIES - PHASE 2 |
| M5.7 | CONTROL SCHEMATICS & SYSTEM SUMMARIES - PHASE 2 |
| M5.8 | CONTROL SCHEMATICS & SYSTEM SUMMARIES - PHASE 2 |
| M5.9 | CONTROL SCHEMATICS & SYSTEM SUMMARIES - PHASE 2 |
| M5.10 | LAB CONTROL SCHEMATIC & SYSTEM SUMMARY - PHASE 2 |
| M5.11 | LAB CONTROL SCHEMATIC & SYSTEM SUMMARY - PHASE 2 |
| M5.12 | LAB CONTROL SCHEMATIC & SYSTEM SUMMARY - PHASE 2 |
| M5.13 | LAB CONTROL SCHEMATIC & SYSTEM SUMMARY - PHASE 2 |
| M5.14 | LAB CONTROL SCHEMATIC & SYSTEM SUMMARY - PHASE 2 |
| M5.15 | LAB CONTROL SCHEMATICS & SYSTEM SUMMARIES - PHASE 2 |
| M5.16 | LAB CONTROL SCHEMATICS & SYSTEM SUMMARIES - PHASE 2 |
| M5.17 | LAB CONTROL SCHEMATICS & SYSTEM SUMMARIES - PHASE 2 |
| M5.18 | LAB CONTROL SCHEMATICS & SYSTEM SUMMARIES - PHASE 2 |
| M5.19 | LAB CONTROL SCHEMATICS & SYSTEM SUMMARIES - PHASE 2 |
| M5.20 | LAB CONTROL SCHEMATICS & SYSTEM SUMMARIES - PHASE 2 |
| M5.21 | LAB CONTROL SCHEMATICS & SYSTEM SUMMARIES - PHASE 2 |
| M5.22 | LAB CONTROL SCHEMATICS & SYSTEM SUMMARIES - PHASE 2 |
| M5.23 | LAB CONTROL SCHEMATICS & SYSTEM SUMMARIES - PHASE 2 |
| M6.1 | MECHANICAL AIRFLOW DIAGRAM - EAST WING SOUTH - PHASE 2 |
| M6.2 | MECHANICAL AIRFLOW DIAGRAM - EAST WING NORTH - PHASE 2 |
| M6.3 | MECHANICAL AIRFLOW DIAGRAM - NORTH WING - PHASE 2 |
| M6.4 | MECHANICAL HOT WATER FLOW DIAGRAM - EAST WING - PHASE 2 |
| M6.5 | MECHANICAL HOT WATER FLOW DIAGRAM - NORTH WING - PHASE 2 |
| M6.6 | MECHANICAL CHILLED WATER FLOW DIAGRAM - EAST WING - PHASE 2 |
| M6.7 | MECHANICAL CHILLED WATER FLOW DIAGRAM - NORTH WING - PHASE 2 |
| M7.0 | MECHANICAL DETAILS - PHASE 2 |
| M7.1 | MECHANICAL DETAILS - PHASE 2 |
| M7.2 | MECHANICAL DETAILS - PHASE 2 |
| M7.3 | MECHANICAL DETAILS - PHASE 2 |
| M7.4 | MECHANICAL DETAILS - PHASE 2 |
| M7.5 | MECHANICAL AHU DETAILS - PHASE 2 |
| M8.0 | MECHANICAL SCHEDULES - PHASE 2 |
| M8.1 | MECHANICAL SCHEDULES - PHASE 2 |
| M8.2 | MECHANICAL SCHEDULES - PHASE 2 |

| Sheet No. | Sheet Name |
|---|---|
| E0.1 | ELECTRICAL LEGENDS, NOTES, AND ABBREVIATIONS |
| E0.2 | ELECTRICAL SITE LIGHTING REMOVAL PLAN |
| E0.3 | ELECTRICAL SITE LIGHTING NEW WORK PLAN |
| E0.4 | ELECTRICAL REFERENCE PLANS |
| E0.5 | ELECTRICAL OVERALL ROOF POWER PLAN |
| ED1.UC | ELECTRICAL TUNNEL REMOVAL PLAN |
| ED1.0 | ELECTRICAL GROUND FLOOR REMOVAL PLAN |
| ED1.1 | ELECTRICAL FIRST FLOOR REMOVAL PLAN |
| ED1.2 | ELECTRICAL SECOND FLOOR REMOVAL PLAN |
| ED1.3 | ELECTRICAL THIRD FLOOR REMOVAL PLAN |
| ED1.4 | ELECTRICAL FOURTH FLOOR REMOVAL PLAN |
| ED1.5 | ELECTRICAL PENTHOUSE REMOVAL PLAN |
| E1.TA | ELECTRICAL TUNNEL POWER PLAN - PART A |
| E1.TB | ELECTRICAL TUNNEL POWER PLAN - PART B |
| E1.0 | ELECTRICAL GROUND FLOOR POWER PLAN |
| E1.1 | ELECTRICAL FIRST FLOOR POWER PLAN |
| E1.2 | ELECTRICAL SECOND FLOOR POWER PLAN |
| E1.3 | ELECTRICAL THIRD FLOOR POWER PLAN |
| E1.4 | ELECTRICAL FOURTH FLOOR POWER PLAN |
| E1.5 | ELECTRICAL PENTHOUSE POWER PLAN |
| E2.0 | ELECTRICAL GROUND FLOOR LIGHTING PLAN |
| E2.1 | ELECTRICAL FIRST FLOOR LIGHTING PLAN |
| E2.2 | ELECTRICAL SECOND FLOOR LIGHTING PLAN |
| E2.3 | ELECTRICAL THIRD FLOOR LIGHTING PLAN |
| E2.4 | ELECTRICAL FOURTH FLOOR LIGHTING PLAN |
| E2.5 | ELECTRICAL PENTHOUSE LIGHTING PLAN |
| E3.0 | ELECTRICAL CONDUIT ROUTING PLAN - GROUND FLOOR |
| E3.1 | ELECTRICAL CONDUIT ROUTING PLAN - FIRST FLOOR |
| E3.2 | ELECTRICAL CONDUIT ROUTING PLAN - SECOND FLOOR |
| E3.3 | ELECTRICAL CONDUIT ROUTING PLAN - THIRD FLOOR |
| E3.4 | ELECTRICAL CONDUIT ROUTING PLAN - FOURTH FLOOR |
| E4.1 | ELECTRICAL ENLARGED PLANS |
| E4.2 | ELECTRICAL ENLARGED PLANS - LAB AREAS |
| E4.3 | ELECTRICAL ENLARGED PLANS - LAB AREAS |
| E4.4 | ELECTRICAL ENLARGED PLANS - LAB AREAS |
| E4.5 | ELECTRICAL ENLARGED CONDUIT ROUTING PLAN |
| E5.1 | ELECTRICAL SINGLE LINE DIAGRAM |
| E6.1 | ELECTRICAL SCHEDULES |
| E6.2 | ELECTRICAL SCHEDULES |
| E6.3 | ELECTRICAL SCHEDULES |
| E6.4 | ELECTRICAL SCHEDULES |
| E6.5 | ELECTRICAL SCHEDULES |
| E6.6 | ELECTRICAL SCHEDULES |
| E6.7 | ELECTRICAL SCHEDULES |
| E6.8 | ELECTRICAL SCHEDULES |
| E6.9 | ELECTRICAL SCHEDULES |
| E6.10 | ELECTRICAL SCHEDULES |
| E6.11 | INTERIOR LIGHTING SEQUENCE OF OPERATIONS |
| E6.12 | ELECTRICAL SCHEDULES |
| E8.1 | ELECTRICAL DETAILS - PHASE 2 |
| E8.2 | ELECTRICAL DETAILS - PHASE 2 |

| Sheet No. | Sheet Name |
|---|---|
| FA0.1 | FIRE ALARM SYMBOLS, ABBREVIATIONS AND NOTES |
| FA1.0 | GROUND FLOOR PLAN - FIRE ALARM NEW WORK |
| FA1.1 | FIRST FLOOR PLAN - FIRE ALARM NEW WORK |
| FA1.2 | SECOND FLOOR PLAN - FIRE ALARM NEW WORK |
| FA1.3 | THIRD FLOOR PLAN - FIRE ALARM NEW WORK |
| FA1.4 | FOURTH FLOOR PLAN - FIRE ALARM NEW WORK |
| FA1.5 | PENTHOUSE FLOOR PLAN - FIRE ALARM NEW WORK |
| FA2.1 | FIRE ALARM RISER DIAGRAM & SEQUENCE OF OPERATION |
| | |
| TT0.01 | TELECOMMUNICATION COVER SHEET - PHASE 2 |
| TT1.0 | TELECOMMUNICATION GROUND FLOOR PLAN - PART C - PHASE 2 |
| TT1.1 | TELECOMMUNICATION FIRST FLOOR PLAN - PART C - PHASE 2 |
| TT1.2 | TELECOMMUNICATION SECOND FLOOR PLAN - PART C - PHASE 2 |
| TT1.3 | TELECOMMUNICATION THIRD FLOOR PLAN - PART C - PHASE 2 |
| TT1.4 | TELECOMMUNICATION FOURTH FLOOR PLAN - PART C - PHASE 2 |
| TT2.0 | TELECOMMUNICATION GROUND FLOOR RCP - PART C - PHASE 2 |
| TT2.1 | TELECOMMUNICATION FIRST FLOOR RCP - PART C - PHASE 2 |
| TT2.2 | TELECOMMUNICATION SECOND FLOOR RCP - PART C - PHASE 2 |
| TT2.3 | TELECOMMUNICATION THIRD FLOOR RCP - PART C - PHASE 2 |
| TT2.4 | TELECOMMUNICATION FOURTH FLOOR RCP - PART C - PHASE 2 |
| TT3.10 | TELECOMMUNICATION ENLARGED PLAN- IDF-G - PHASE 2 |
| TT3.11 | TELECOMMUNICATION ENLARGED PLAN- IDF-1 - PHASE 2 |
| TT3.12 | TELECOMMUNICATION ENLARGED PLAN- IDF-2 - PHASE 2 |
| TT3.13 | TELECOMMUNICATION ENLARGED PLAN- IDF-3 - PHASE 2 |
| TT3.14 | TELECOMMUNICATION ENLARGED PLAN- IDF-4 - PHASE 2 |
| TT4.1 | TELECOM RISER PATHWAY - PHASE 2 |
| TT4.2 | TELECOM RISER BACKBONE - PHASE 2 |
| TT5.0 | TELECOMMUNICATION DETAILS 1 - PHASE 2 |
| TT5.1 | TELECOMMUNICATION DETAILS 2 - PHASE 2 |
| TT5.2 | TELECOMMUNICATION DETAILS 3 - PHASE 2 |
| TT5.3 | TELECOMMUNICATION DETAILS 4 - PHASE 2 |

| Sheet No. | Sheet Name |
|---|---|
| TY0.0 | SECURITY COVER SHEET - PHASE 2 |
| TY1.0 | SECURITY GROUND FLOOR PLAN - PART C - PHASE 2 |
| TY1.1 | SECURITY FIRST FLOOR PLAN - PART C - PHASE 2 |
| TY1.2 | SECURITY SECOND FLOOR PLAN - PART C - PHASE 2 |
| TY1.3 | SECURITY THIRD FLOOR PLAN - PART C - PHASE 2 |
| TY1.4 | SECURITY FOURTH FLOOR PLAN - PART C - PHASE 2 |
| TY3.0 | SECURITY ENLARGED PLAN - PHASE 2 |
| TY4.0 | RISER DIAGRAM - PHASE 2 |
| TY4.1 | SECURITY DETAILS - PHASE 2 |
| TY4.2 | SECURITY DETAILS - PHASE 2 |
| TY5.0 | SECURITY DEVICE SCHEDULE - PHASE 2 |
| TY5.1 | SECURITY DEVICE SCHEDULE - PHASE 2 |
| TY5.2 | SECURITY VIDEO SURVEILLANCE CAMERA SCHEDULE - PHASE 2 |
| | |
| TA0.1 | AUDIOVISUAL COVER SHEET - PHASE 2 |
| TA1.0 | AUDIOVISUAL GROUND FLOOR PLAN - PART C - PHASE 2 |
| TA1.1 | AUDIOVISUAL FIRST FLOOR PLAN - PART C - PHASE 2 |
| TA1.2 | AUDIOVISUAL SECOND FLOOR PLAN - PART C - PHASE 2 |
| TA1.3 | AUDIOVISUAL THIRD FLOOR PLAN - PART C - PHASE 2 |
| TA1.4 | AUDIOVISUAL FOURTH FLOOR PLAN - PART C - PHASE 2 |
| TA3.0 | AUDIOVISUAL ENLARGED PLANS - PHASE 2 |
| TA3.1 | AUDIOVISUAL ENLARGED PLANS - PHASE 2 |
| TA3.2 | AUDIOVISUAL ENLARGED PLANS - PHASE 2 |
| TA3.3 | AUDIOVISUAL ENLARGED PLANS - PHASE 2 |
| TA4.0 | AUDIOVISUAL ELEVATIONS - PHASE 2 |
| TA5.0 | AUDIOVISUAL RISER DIAGRAMS - PHASE 2 |
| TA5.1 | AUDIOVISUAL RISER DIAGRAMS - PHASE 2 |
| TA6.0 | AUDIOVISUAL SYSTEMS LINE DIAGRAM - PHASE 2 |
| TA6.1 | AUDIOVISUAL SYSTEMS LINE DIAGRAM - PHASE 2 |
| TA6.2 | AUDIOVISUAL SYSTEMS LINE DIAGRAM - PHASE 2 |
| TA6.3 | AUDIOVISUAL SYSTEMS LINE DIAGRAM - PHASE 2 |
| TA6.4 | AUDIOVISUAL SYSTEMS LINE DIAGRAM - PHASE 2 |
| TA7.0 | AUDIOVISUAL DETAILS - PHASE 2 |
| TA7.1 | AUDIOVISUAL DETAILS - PHASE 2 |

END OF SECTION 00 01 15

**STATE UNIVERSITY CONSTRUCTION FUND**
**NOTICE TO BIDDERS**

The State University Construction Fund will receive sealed Proposals for Project No. 161026-00,
Titled: Renovate Plant Science Building – Phase 2, at New York State College of Agriculture and Life Sciences at Cornell University, until 2:00 p.m. Local Time on November 10, 2026, at the Fund's Office at H. Carl McCall SUNY Building, 353 Broadway, Albany NY 12246, where such proposals will be publicly opened and read aloud in Room S201. Bidders are encouraged to view the live stream of the bid opening broadcast on the day of the bid by using the link posted on the Fund's web page: https://sucf.suny.edu/ Bidders are encouraged to submit their bids early by delivery service and use the bid modification process permitted in part (7) of Section 3 of the Information for Bidders.

All proposals and/or proposal modifications must be received and stamped in no later than 2:00 p.m. on the bid opening date. The Proposal may be hand delivered to Room S204A or be mailed or sent by delivery service to the State University Construction Fund, H. Carl McCall SUNY Building, 353 Broadway, Albany, New York 12246. Each bid must be identified, on the outside of the envelope, with the name and address of the bidder and designated a bid for the Project titled above. When a sealed bid is placed inside another delivery jacket, the bid delivery jacket must be clearly marked on the outside "BID ENCLOSED". Proposals that are mailed to the Fund must be delivered by 1:00 p.m. on the day of the scheduled bid opening and mailed Proposals must be sent using a delivery method that provides tracking and locating the Proposal. The Fund assumes no responsibility for any Proposal that is not delivered to the aforesaid address by 1:00 p.m on the bid opening date. See Section 3 of the Information for Bidders for additional instructions regarding proposals, including modifications. Please be advised that all individuals who access the H. Carl McCall SUNY Building to submit bids or attend bid openings will be required to present picture identification to building security officials and obtain a visitor's pass prior to entering the building. Bidder's arriving prior to 12:30 PM on the bid opening date may be asked to wait outside. There is no parking available for bidders at the H. Carl McCall SUNY Building and violators may be towed.

To assure delivery of their bid prior to the aforesaid deadline for receipt of bids, bidders should allow sufficient time for individuals to find public parking for their vehicles, to find the Visitor Entrance to the building, to be processed through building's health and security screening, to find the Fund's office within the building, to properly complete and submit their proposal, and to allow for delays that are typical for congested urban areas and crowded public bid openings. Bidders should provide the names of individual(s) who will deliver their bid to the Consultant (see contact information below) at least 48 hours prior to the bid date. Due to space limitations, the Fund reserves the right to control physical access into Room S201 and direct the individuals to other spaces in the building where they can view the live stream broadcast of the bid opening on their personal electronic device.

To assure delivery of their bid modification, if any, prior to the aforesaid deadline for receipt of bids, bidders should allow sufficient time to account for internet connectivity problems, to correct email address errors, to be processed through spam filters and security software and to allow or delays that are typical for congested internet servers**.** You may at any time send an email to the email address in part (7) of Section 3 of the Information for Bidders alerting the Fund of your intent to modify.

A Project Labor Agreement (PLA) has been adopted for this project. This agreement openly promotes bidding from all contractors – union and non-union. The low bidder must execute and abide by the terms of the project-specific Project Labor Agreement. This project Labor Agreement also impacts acceptable staffing patterns of the project. The PLA should be read in its entirety by all potential bidders prior to submitting a proposal.

The Contractor shall complete all work necessary for substantial completion within 1035 calendar days from receipt of the Notice to Proceed.

The Fund's project specific goals for this project are 12% MBE and 8% WBE and 3% SDV. See Section 00 21 13 30 MWBE-SDVOB Utilization Plan Instructions dated Nov 2023. Utilization Plans shall be accepted in the ONLINE FORMAT ONLY using the Fund's web-based application; any other form of submittal will be rejected.

A pre bid conference and project walk through will be held on October 20, 2026 with all contractors assembled at 1:00 PM at Room 139, Plant Science Building, Cornell University, 236 Tower Road, City of Ithaca, NY, 14853

For additional information, see Section 00 25 13 PreBid Meetings.

There is no free parking on campus for those attending the walk through. Violators may be ticketed and towed. Short-term parking and payment instructions for the walk through are found by following this link: https://www.cornell.edu/visit/parking/.

Bidding and Contract Documents may be examined free of charge at:

Consultant's Office: Ellenzweig Architects, Amelia Thrall, AIA, LEED AP BD+C, 617-491-5575
Site (SUNY Campus) Cornell University, Davies O. Orinda, AIA, LEED AP 607-255-1441

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| CMD (formerly Reed) *(subscribers only):* | Visit www.cmdgroup.com. |
| Dodge Reports | Visit www.dodgeprojects.construction.com |
| ConstructConnect | Email: content@constructconnect.com |
| Construction Journals | Visit www.constructionjournal.com |
| Bldrs Exchange of the Southern Tier-West | 65 East Main Street, Falconer, NY 14733-1397 www.bxstier.com |
| Builders Exchange | 180 Linden Oaks, Suite 100, Rochester, NY 14625 |
| Construc Contractors Assn of the Hudson Valley Inc. | 330 Meadow Ave, Newburgh, NY 12550 |
| Syracuse Builders Exchange | 6563 Ridings Road, Syracuse, NY 13206 |
| Minority Contractors Assoc of Central NY | 2610 South Salina Street, Suite 7, Syracuse, NY 13205.<br>Email: stevencoker@rocketmail.com |
| Northern NY Builders Exchange | |
| Mohawk Valley Bldrs Exchange | 10 Main Street, Suite 202, Whitesboro NY 13492 |
| Bldrs Exchange of the Southern Tier-East | 15 Belden Street, Binghamton NY 13903-2159 |
| Eastern Contractors Assoc | 6 Airline Drive, Albany, NY 12205 |
| Urban League of Rochester (Business Development Div) | 265 N. Clinton Ave, Rochester NY 14605 |
| Albany Ctr for Economic Success<br>Success | #101, 255 Orange Street, Albany, NY 12210 |

Plans will be available after October 13, 2026 from Dataflow (the Printer), 2215 Central Ave, Schenectady, NY 12304, (518) 463-2192 in either electronic or paper format. Bidders will be able to access the project online at the Printer's web site: https://www.nyplanroom.com/

To access the document Portal, "Click" on "Public Projects" and scroll to find the project or enter the name into the search bar. Here the bid set, addenda and current bidders list may be viewed.

Bidders who register as a planholder through the Printer may acquire the bidding and contract documents using the following options:

1. For a fee of ten dollars ($10), interested firms may request and receive an electronic download of the bidding and contract documents. At the bidder's expense, purchase an electronic copy of the bid set via the Printer website Portal.
2. For a fee of ten dollars ($10), interested firms may request and receive a CD with electronic copies of the bidding and contract documents. At the bidder's expense, purchase a CD of the bid set. To place an order for a CD, please email Albany@godataflow.com
3. For a fee of $49, interested firms may request and receive a printed copy of the complete set. An electronic download or copy on CD will not be provided. At the bidder's expense, purchase a printed copy or copies of the bid set. To place an order for a printed set, please email Albany@godataflow.com"

The Fund waives fees and deposits for sets of the Contract Documents requested by NYS certified Minority- and Women-Owned Business Enterprise or Service-Disabled Veteran-Owned Business Enterprise. Payments of less than $50.00 are non-refundable. Deposits of $50.00 or more will be returned to all entities who have paid the aforesaid deposit for the entire set of Bidding and Contract Documents and who return such sets to the Consultant in good condition within forty-five (45) calendar days after the opening of bids, not exceeding five (5), so returned to the Consultant.

Bids must be submitted in duplicate in accordance with the instructions contained in the Information for Bidders. A Bid Security will be required for each bid in an amount not less than five (5) percent of the Total Bid. To provide for an efficient bid opening, do not include documents other than your Proposals and securities in your bid envelope. It is the policy of the State of New York and the Fund to encourage minority and women-owned business enterprise participation in this project by contractors, subcontractors and suppliers. All bidders are expected to cooperate in implementing this policy.

Please be advised that the Fund's insurance requirements are contained in Schedule A of Attachment A of the Construction Agreement. All insurance must be provided by companies approved by the Fund and be either licensed (admitted) by the New York State Department of Financial Services (NYS DFS) to issue insurance in the State of New York or authorized by NYS DFS and have an A.M. Best Company rating of "A-" Class "VII" or better. All successful bidders will be required to furnish a Performance Bond and a Labor and Material Bond pursuant to State Finance Law for 100% of the amount of the Contract.

Please visit https://sucf.suny.edu/sites/default/files/docs/BidandPostBidChecklist.pdf and download the "Bid and Post Bid Checklist" that gives bidders a one page summary of how to be prepared when bidding.

Please note that Sections 139-j and 139-k of the State Finance Law imposes certain restrictions on communications between the Fund and bidders during the procurement process. Pursuant to those sections of law, the Fund designates the following email addresses for persons to which communications concerning this procurement may be sent:

SUCF.ConstructionBids@suny.edu to contact one of the following people:
Robbilee Luedtke (518) 320-1837, Samantha Lord, Jeremy Clausi, or Kelly Whitbeck.

SUCF.OpportunityAdmin@suny.edu for MWBE SDVOB issues only to contact the following person:
Scott Clay, Joanne Lovelady, and Joe Francis.

SUCF.Insurance@suny.edu for insurance issues only:
Jacqueline Maher and Danielle Ruchel.

Contact with other than the above-designated Fund employees concerning this procurement may result in the rejection of your bid. To purchase plans or for technical inquiries specific to this project, please contact the Architect or Engineer of Record.

Notice on Vendor Responsibility Questionnaires (CCA-2): The CCA-2 has been updated by the Office of the State Comptroller and submission of the updated CCA-2 will be required for any bids received after 9/1/2022; however, the updated CCA-2 may be used prior to this date. It is recommended that bidders and nominated subcontractors review and re-certify their CCA-2 as soon as feasible. See Information for Bidders Section 8, Submission of Post Bid Information, for additional information.

INTEGRITY HOTLINE: As part of its Corporate Integrity Program, the Fund operates an Integrity Hotline 24-hours a day, seven-days a week. If you have knowledge of or suspect fraudulent, unethical, or other misconduct on a Fund project, please call the Hotline toll-free at 866-543-8107 or locally at 518-320-1525. All calls will be received and reviewed only by the Corporate Integrity Officer. Calls can be made anonymously or on a confidential basis. The identity of confidential callers will be fully protected. The Hotline is not equipped with Caller ID and no effort will be made to identify anonymous callers.

The Fund reserves the right to reject any or all bids.

**On bid day, bidders must:**

- Be aware of the requirements of the **project specific** Section 00 21 13 10 Notice to Bidders.
- Be aware of the requirements of the **project specific** Section 00 21 13 20 *Information for Bidders*.
- Provide two (2) complete original **project specific** Proposals per Sections 3 and 5 of the *Information for Bidders.* **Proposals with major informalities will be rejected.**
  - Attachment A of the Proposal (List of Completed Similar Construction Contracts) must be completed. **Do not submit a blank form** or insert "refer to attached lists".
  - Before completing Attachment A, read the **project specific** requirements of Section 7 Qualification of Bidders and Section 01 11 00 Description of Work (Section A).
- Provide two (2) complete original Bid Bonds per the Instructions for Execution of Bid Bond and Acknowledgment, or other bid security per Section 6 of the *Information for Bidders.*
  - Use the Fund's form of Bid Bond with date Dec 2015 in the lower right-hand corner.
- Deliver the Proposals and bid security **using the special bid envelope** per the *Notice to Bidders.*
- Be in compliance with NYS Dept. of State registration requirements. Nominated subs must also comply. Business entities must be in the DOS database. Search for entities at this web site:
  - https://apps.dos.ny.gov/publicInquiry/
- Be aware that all insurance must be provided by companies approved by the Fund, have an A.M. Best Company rating of "A-" Class "VII" or better, and such companies must be either 1) licensed by the New York State Department of Financial Services (NYS DFS) or 2) authorized by NYS DFS to issue insurance in the State of New York.
    - Please consult your insurance agent prior to bidding, who should be made aware of the requirements of Agreement Section 5.06 Insurance and Schedule A.
    - Certificates of Insurance must be in the formats required by Schedule A of Attachment A.
- Be aware of project specific physical conditions and subsurface conditions that could reasonably anticipated from the provisions of the Contract Documents, Section 00 31 00 Available Project Information (if applicable), and other information available to bidders and from the bidder's own inspection and examination of the site.

**Post bid, bidders must:**

**1.** Within 48 Hours after the time of the Bid Opening:
   - Provide a completed Appendix "A" per Section 8(1)d of the *Information for Bidders.*
   - Provide a completed NYS Vendor Responsibility Questionnaire **For-Profit Construction** (CCA-2) per Section 8(1)a of the *Information for Bidders.*
     - Confirm your CCA-2 shows financial information required by Section 7(2) of the *Information for Bidders.*
     - Confirm your CCA-2 Attachment A shows completed construction contract information required by Section 7(3) of the *Information for Bidders.*
     - Confirm your CCA-2 includes the additional information requested for "Yes" responses, if any.
     - Confirm your CCA-2 Attachments A and B show current information for owners, architects and their current telephone numbers for contracts listed.
   - Provide names of proposed subcontractors and Attachment A's showing their experience per Section 8(1)c.iv of the *Information for Bidders.*

- Provide detailed descriptions of work for projects listed in Attachment A of your Proposal (List of Completed Similar Construction Projects) if such descriptions did not fit or if requested by the Fund.
- Cooperate with the Fund's Consultant and provide other information they may reasonably require to evaluate your bid in detail.

**2.** Within seven days after the time of the Bid Opening:
- Provide CCA-2 for each proposed subcontractor per Section 8(1)c of the *Information for Bidders.*
  - Confirm the CCA-2 includes the additional information requested for "Yes" responses.
  - Confirm the CCA-2 Attachments A and B show construction contract information for owners, architects and their current telephone numbers.
- Provide an MWBE Utilization Plan per Section 8(3) of the *Information for Bidders.*
- Provide an EEO Statement and Plan per Section 8(4) of the *Information for Bidders.*
- Provide a Construction Schedule per Section 8(5) of the Information for Bidders.
- Provide proof of workers' compensation, disability benefits insurance coverage, and as requested, names of all insurance carriers.
  - This is the Workers Comp/Disability link for employers: http://www.wcb.ny.gov/content/main/Employers/Employers.jsp
  - This is the link with a description of the required forms for Workers Compensation and Disability: http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/18/G.htm

**3.** Prior to the Fund sending you a Notice of Award letter:
- Provide additional information per Section 8(5) of the *Information for Bidders, if requested.*

**4.** After your receipt of the Notice of Award letter, provide the following by the date stipulated in the letter transmitting the Notice of Award:
- Sign and complete the Contractor's portion of the **Project Specific** Agreement sent to you by the Fund.
- Provide required bonds per Section 10 of the *Information for Bidders.*
- Provide the 120-day Construction Schedule required by the General Requirements, Special Conditions paragraph titled "Project Schedule."
- Provide the completed insurance forms per Sections 5.06 and 5.07 of the Agreement.

**5.** Prior to starting work:
- Be in receipt of the Notice to Proceed letter issued by the Fund.

**Special Notice**

Please be advised that Part 10 of the Proposal you signed requires your office to be timely and responsive in your submissions of information requested by the Fund or Consultant.

The Fund may begin the process to exercise its rights regarding your bid bond and/or making an adverse determination of responsiveness if you do not provide your proper and timely attention to our requests.

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# STATE UNIVERSITY CONSTRUCTION FUND

# INFORMATION FOR BIDDERS

## Section 1 Definitions

All definitions set forth in the Agreement are applicable to the Notice to Bidders, Information for Bidders and the Proposal, all of which documents are hereinafter referred to as the Bidding Documents.

## Section 2 Issuance of Bidding and Contract Documents

Drawings and a Project Manual binding Bidding Documents, Contract Documents, and Technical Specifications will be issued by the Consultant upon request after payment of the deposit specified in the Notice to Bidders.

## Section 3 Proposals

(1) Proposals must be submitted in duplicate on the forms provided by the Fund. They shall be addressed to the Fund in a sealed envelope, provided by the Fund, marked with the name and address of the bidder, the title of the Project and the Project number. The Fund accepts no responsibility for Proposals that may be delivered by any courier or other messenger service that does not contain all of the above-noted information on the outside of a sealed envelope. Facsimile or email copies of the Proposal will not be accepted by the Fund.

(2) All blank spaces in the Proposal must be filled in and, except as otherwise expressly provided in the Bidding Documents; no change is to be made in the phraseology of the Proposal or in the items mentioned therein.

(3) Proposals that are illegible or that contain omissions, errors, alterations, additions or items not called for in the Bidding Documents may be rejected as informal. In the event any bidder modifies, limits or restricts all or any part of its Proposal in a manner other than that expressly provided for in the Bidding Documents, its Proposal may be rejected as informal.

(4) Prices inserted shall be in whole dollar amount but if cents are inserted, the Fund shall round the amount down to the nearest whole number. Any Proposal may be considered informal which does not contain prices in words and figures in all of the spaces provided or which is not accompanied by a bid security in proper form at the time of bid. In addition, failure to include at the time of bid **a New York State Department of Labor ("DOL") Certificate of Registration ("Certificate of Registration") will result in the bid being rejected.**

a. In case any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding upon the bidder. In case of a discrepancy in the prices contained in the Proposal forms submitted in duplicate by the bidder, the Proposal form which contains the lower bid shall be deemed the bid of the bidder; provided, however, the Fund at its election may consider the Proposal of such bidder informal.

(5) If the Proposal is made by a corporation, the names and places of residence of the president, secretary and treasurer shall be given. If by a partnership, the names and places of residence of the partners shall be given. If by a joint venture, the names and addresses of the members of the joint venture shall be given. If by an individual, the name and place of residence shall be given.

(6) No Proposal will be considered which has not been deposited with the Fund at the location designated in and prior to the time of opening of bids designated in the Bidding and Contract Documents. However, if a Proposal deposited with the Fund prior to the opening of bids is misplaced by the Fund and not opened by the Fund at the designated time of opening, then the Fund, in its sole discretion, may open such Proposal as soon as possible after the misplaced Proposal is discovered and confirmed to have been misplaced by the Fund. If the Fund decides to open such Proposal, the Fund will make reasonable attempts to notify the other bidders and allow such other bidders to view such opening by Webex or equivalent broadcast. Unopened Proposals will be returned to the bidder.

(7) Except as set forth herein, bids may be modified or withdrawn prior to the time of opening of bids as designated in the Bidding and Contract Documents only in writing or by email notice received by the Fund.

a. A written or email notice of modification or withdrawal shall be marked by the bidder with the name and address of the bidder, the title of the Project and the Project number. Upon receipt by the Fund, a duly authorized employee of the Fund shall note thereon the date and time of receipt and shall thereupon attach said written or email notice of modification or withdrawal to the envelope submitted by the bidder pursuant to subdivision (1) of this Section. Bid Modification email address: modifymybid@suny.edu . Submit modification amount only, (i.e., “deduct” or “add” $XXX, not revised total bid amount. For email notice, submit modification as an attachment in portable document format (PDF) on bidder’s letterhead signed by a duly authorized representative of the bidder.

b. In the event an employee or courier of the bidder deposits the bidder’s Proposal on the day of the bid opening and subsequently asks for its return to make modifications prior to the designated time of opening, the Fund, in its sole discretion, may refuse to return a Proposal unless such employee or courier presents reasonable proof that he/she is duly authorized by the bidder and, if returned by the Fund, require that the Proposal be properly re-deposited with the Fund prior to the designated time of opening. The Fund accepts no responsibility for Proposals returned to duly authorized employees or couriers that may subsequently be deposited after the designated time for opening or modified in an informal manner or modified in a manner not acceptable to the bidder.

(8) Except as set forth herein or as permitted by law and unless the Fund is of the opinion that it is in the public’s best interest to permit the same, permission will not be given to modify, explain, or withdraw any Proposal or part thereof after the time designated in the Bidding and Contract Documents for the opening of bids.

(9) Withdrawal of Bid After the Bid Opening

a. Unless another time is permitted by the Fund in writing, within five (5) business days of the bid opening or of notification that the previous low bidder has been rejected or permitted to withdraw, a bidder may request, in writing by email to the Fund, the withdrawal of its bid on bidder's letterhead signed by a duly authorized representative of the bidder who signed the Proposal.
b. The Fund may conduct or have conducted a fact-finding proceeding to develop information concerning the request for withdrawal. A request for withdrawal of a bid made after the specified number of days allowed may result in forfeiture of the bid security.
c. Following a timely request for withdrawal of a bid, the bid security may be returned if the bidder establishes by credible evidence, including original documents when requested, the following:

    i. An error, clerical as opposed to judgmental in nature and verifiable by written evidence, occurred in the computation of the bid,
    ii. The error constitutes either an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor and/or material from the final bid computation,
    iii. Award of the contract to the bidder at the amount of the bid would cause financial hardship to the bidder,
    iv. Withdrawal of the bid is permitted by law or in the public's best interest, and
    v. The absence of gross negligence in the preparation of the bid. For the purposes of this subparagraph, gross negligence includes, but is not limited to: (1) the apparent failure of a bidder to account for two or more categories (divisions) of work; (2) the bidder's use of multiple erroneous quotations from subcontractors or suppliers; (3) the bidder's failure to obtain valid quotations from qualified subcontractors, suppliers, or insurance carriers; (4) the bidder's failure to properly account for the minimum qualifications of a bidder in Section 7 herein, or (5) submission to the Fund of a bid withdrawal request within the preceding six (6) months or other period previously agreed to by the Fund and the bidder.

d. Required documentation in support of a request for withdrawal of bid includes, but is not limited to the following:

    i. A narrative that describes the sequence of events that led to submitting a purported errant proposal and the bidder's reasons for its request to withdraw the proposal
    ii. Take-off sheets, printed copies of electronic estimates, if applicable
    iii. Annotations on the bid documents to show where the purported error occurred (annotations can provide the narrative explanation of the purported error and how it occurred as indicated in item i. above)
    iv. Calculations for the bid as submitted compared with alternative calculations to the bid that eliminate the purported error

v. Documentation demonstrating the financial impact to bidder to perform the project for the amount initially bid.

e. If the bidder fails to provide the necessary documentation or fails to meet its burden of proof, the Fund may deny the request to withdraw without penalty and find the bidder nonresponsive. The decision of the Fund shall be made in its sole discretion and shall be final and conclusive. The Fund will advise the bidder in writing of its determination. In the event the Fund denies the bidder's request to withdraw without penalty, the bidder's bid security may be forfeited and become the property of the Fund. At the discretion of the Fund, in lieu of forfeiture of bid security, the Fund may offer the bidder an alternate resolution as may be agreed to by the parties.

f. Once a request to withdraw is made, the bidder is ineligible for award. Upon receipt of a request to withdraw, the Fund shall continue to progress the award process considering only the remaining bids.

(10) Protesting the Bid Results after Bid Opening

Not more than ten (10) business days after the bid opening, a bidder may submit a written protest challenging the bid results following the procedure available on the Fund website at the following location:

https://sucf.suny.edu/sites/default/files/docs/ContractAwardProtestProcedure.pdf

**Section 4 Examination of Bidding and Contract Documents**

(1) Prospective bidders shall examine the Bidding and Contract Documents carefully and, before bidding, shall make written request(s) to the Consultant (with a copy thereof to the Fund) for an interpretation or correction of any ambiguity, inconsistency, or error therein which should be discovered by a reasonably prudent bidder.

a. Requests should be made as far in advance of, but not later than, the date and time scheduled for receipt of bids. In the judgment of the Fund, it may be impractical to address requests that are submitted too close to the bid opening date.
b. Requests for use of equivalent products shall comply with Section 2.20 of the Agreement.
c. Such interpretation or correction as well as any additional Contract provision(s) the Fund shall decide to include will be issued in writing by the Consultant as an Addendum, which will be sent to each person recorded as having received a copy of the Bidding and Contract Documents from the Consultant, and which also will be available at the places where the Bidding and Contract Documents are available for inspection by prospective bidders.
d. Such interpretation or correction or additional Contract provision(s) issued by Addendum may not satisfy a bidder's request nor result in Bidding and Contract Documents that are without ambiguity, inconsistency or error. Post bid, requests for interpretations or corrections may be made after execution of the Agreement in accordance with Section 01 26 13 Requests for Information of

the General Requirements and Sections 1.06, 2.01, 2.02, and 2.08 of the Agreement.

e. Such Addendum will become a part of the Bidding and Contract Documents and will be binding on all bidders whether or not the bidder receives or acknowledges the actual notice of it. Prospective bidders are responsible for ensuring that all Addenda have been incorporated into the bid. The requirements contained in all Bidding and Contract Documents shall apply to all Addenda.

(2) Only the written interpretation or correction so given by Addendum shall be binding.

a. Prospective bidders are warned that no trustee, officer, agent or employee of the Fund, Campus, or the Consultant is authorized to explain or interpret the Bidding and Contract Documents by any other method, and any such explanation or interpretation, if given, must not be relied upon.
b. The Fund has no obligation to provide responses.

**Section 5 Computation of Bid**

(1) In computing their bids, bidders are not to include the sales and compensating use taxes of the State of New York or of any city and county in the State of New York for any supplies or materials which are incorporated into the completed Project as the same is exempt from such taxes.

(2) Unit prices may be inserted in the Proposal by the Fund or the bidder at the discretion of the Fund. Unit prices shall be calculated using the quantity and dollar amounts for the corresponding allowance shown in the Proposal.

a. In the event the Proposal contains blank spaces for unit prices or the Fund elects to adjust any unit price filled in by a bidder, the inserted or adjusted amount shall be agreeable to both the bidder and the Fund, or, in its sole discretion, the Fund may reject any unit prices.
b. In the case of rejection of unit prices by the Fund, the bidder acknowledges that the amount of work in the corresponding allowance shall be performed within the amount of its base bid.
c. If any unit price calculations shown in words and its equivalent shown in figures do not agree with the amounts shown for the corresponding allowance, the written words of the corresponding allowance shall be binding upon the bidder.
d. Unit prices will not be used to determine the low bidder.

(3) If alternates are included in the bidding documents, the Fund reserves the right to accept or reject any or all alternates.

a. The Fund shall determine the lowest bid by adding to or deducting from the Total Bids of the bidders, the additive or deductive alternates, if any, that the Fund elects to accept after the opening of the bids.
b. Alternates will be accepted in the order they are set forth in the Proposal.
c. Alternates, if any, are described in Section 01 23 00 (Section B) of the Technical Specifications.

d. Rejected alternates will not be used in combination with the Total Bid and other accepted alternates, if any, to determine the low bidder.
e. Alternates will be accepted or rejected at the sole and absolute discretion of the Fund.

## Section 6 Payment of Bid Security

(1) Each Proposal must be accompanied by the required amount of the bid security in the form of a bank draft or certified check, payable at sight to the Fund and drawn on a bank authorized to do business in the United States, or by a Bid Bond, on a form approved by the Fund, duly executed by the bidder as principal and having as surety thereon a surety company or companies, approved by the Fund, authorized to do business in the State of New York as a surety. Attorneys-in-fact who execute a Bid Bond on behalf of a surety must affix thereto a certified and effectively dated copy of their power of appointment.

(2) The Fund will return, without interest, the bid security of a bidder, unless such security be in the form of a Bid Bond which will not be returned by the Fund, in accordance with the following procedure:

a. To all bidders except the apparent three (3) lowest bidders within two (2) working days after the opening of bids.
b. To any bidder submitting a Bid Bond, meeting the requirements of paragraph (1) hereof, after the opening of bids, as a substitute for a bank draft or certified check within two (2) working days after the Fund's approval of such Bid Bond.
c. To the apparent three (3) lowest bidders, unless their bid security was previously returned, within two (2) working days after delivery to the Fund by the successful bidder of the executed Agreement and required Bonds, or within two (2) working days of the Fund's rejection of all bids or within two (2) working days after the expiration of forty-five (45) calendar days after the bid opening or within the time to which the issuance of a Notice of Award may have been extended, whichever event shall occur last.

(3) The Fund reserves the right to deposit bid security drafts or checks pending final disposal of them.

(4) Where the bidder was not responsive in providing the complete Post Bid Information required under Section 8 of the Information for Bidders within the time specified by the Fund and doesn’t provide a reasonable extension of the 45-day award period, the Fund may reject the bid as nonresponsive and retain the bid security.

## Section 7 Qualifications of Bidders

(1) A bidder must demonstrate, to the satisfaction of the Fund, that it has successfully completed one (1) contract at 75% of the size, scope and complexity to this contract within the last seven (7) years.

a. For scope and complexity, similar work is defined as phased renovation of partially occupied building, as further described in the General Requirements, Section 01 11 00, Description of Work.
b. The details of the bidder's relevant contract experience shall be submitted on Attachment A of the Proposal, "List of Completed Similar Construction Contracts" (the List).

    i. If the List is not provided or is missing information, and/or is found to have erroneous information or information that is no longer current, a Proposal may be rejected as not responsive.
    ii. If requested by the Fund, the bidder may be permitted to add missing information, modify and/or explain erroneous information or information that is no longer current on the List. Modifications and/or explanations of the List must be received within 48 hours of receipt of the Fund's request.

c. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole and absolute discretion of the Fund. In making its determination, evaluation of a bidder's experience may include, but is not limited to, the following:

    i. Size may be evaluated by comparing the amount of the Total Bid to the dollar value of the bidder's relevant contract amounts with reasonable adjustments for cost changes over time and/or geographic location.
    ii. Size may also be evaluated using other quantities such as area, volume of work completed, or other criteria determined by the Fund.
    iii. The definition of completion of the relevant contracts shall be the date the contract was substantially completed and ready for its intended use as defined in Section 1.01 of the Agreement.
    iv. Size and/or time limits may be relaxed approximately 5% for uncertainties related to the bid calculation and/or timing of the actual receipt of bids versus a completed relevant contract.
    v. Scope and Complexity may be evaluated by comparing the scope of the work included in the Total Bid to the work in the bidder's relevant contracts. Similar work provides essentially the same intended work results as contemplated in the work included in the Total Bid. At the discretion of the Fund, similar work may reasonably differ in details of form of contract, timing, size, form, materials, methods, configuration, operation, appearance, and in other objective and aesthetic characteristics.
    vi. The form of contract for the relevant contract(s) on the List shall be a single bid prime contract for all work, as defined in Section 14 of the Information for Bidders, or equivalent contract types in which the bidder can demonstrate that it performed work of essentially the same construction scope and complexity of the work bid.

(2) All prospective bidders must demonstrate to the satisfaction of the Fund that they have the skill and experience, as well as the necessary facilities, ample financial resources, ability to manage staff and subcontractors effectively, ability to

anticipate and plan construction work for optimal progress, ability to create, strive for and maintain working environments and relationships that are constructive, communicative and cooperative, organization and general reliability to do the work to be performed under the provisions of the Contract in a satisfactory manner and within the time specified.

(3) Each bidder must demonstrate to the satisfaction of the Fund that it has working capital available for the Project upon which it is bidding in an amount equal to 15 percent of the first $100,000 of the amount of its Total Bid plus 10 percent of the next $900,000 plus 5 percent of the remainder of its Total Bid. Working capital is defined as the excess of current assets over current liabilities. The Fund defines current assets as assets which can be reasonably expected to be converted into cash within a year, and current liabilities as debts which will have to be paid within a year.

(4). The Fund may make such investigation as the Fund deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work. Bidders shall furnish to the Fund all information and/or data required by the Fund, including complete financial data, within the time and in the form and manner required by the Fund. The Fund reserves the right to reject any bid if the evidence required by the Fund is not submitted as required or if the evidence submitted by or the investigation of any bidder fails to satisfy the Fund that the bidder is responsible, or is able or qualified to carry out the obligations of the Contract or to complete the Work as contemplated.

(5) At the time of the bid opening, all bidders and subcontractors, domestic and foreign, must be in compliance with New York State business registration requirements. Contact the NYS Department of State regarding compliance.

(6) A Project Labor Agreement (PLA) has been adopted for this project. This agreement openly promotes bidding from all contractors – union and non-union. The low bidder must execute and abide by the terms of the project-specific Project Labor Agreement. This project Labor Agreement also impacts acceptable staffing patterns of the project. The PLA should be read in its entirety by all potential bidders prior to submitting a proposal.

## Section 8 Submission of Post-Bid Information

(1) Within forty-eight (48) hours after the opening of bids, each of the apparent three lowest bidders, unless otherwise directed by the Fund or as otherwise provided in the Bidding and Contract Documents, shall submit to both the Fund and the Consultant:

a. Evidence of a completed New York State Uniform Contracting Questionnaire (Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)). Email confirmation that the bidder's CCA-2 is current and certified in the New York State VendRep System (VendRep) within the last six months from the bid date

or, if not enrolled in VendRep, deliver a certified paper format CCA-2, including all attachments, to the Fund.

The Fund recommends that vendors file the required CCA-2 online via the VendRep. To enroll in and use the VendRep, see the VendRep Instructions at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep o https://onlineservices.osc.state.ny.us/Enrollment/login?0. To request assistance, contact the Office of the State Comptroller's ("OSC") Help Desk at 866-370-4672 or 518- 408-4672 or by email at ciohelpdesk@osc.state.ny.us.

The paper format CCA-2 and accompanying definitions are available on the OSC website at the following location:

http://www.osc.state.ny.us/vendrep/forms_vendor.htm

Paper format CCA-2 will not be accepted from a bidder who is enrolled in VendRep.

c. The names and addresses of the bidder's proposed subcontractor for the Asbestos Abatement and/or hazardous material removal work of any value, and proposed subcontractors for Electrical Work, the Heating, Ventilating and Air-Conditioning Work and the Plumbing Work for each of said work categories valued at $20,000 or more.

   i. For each proposed subcontractor named, provide a completed "List of Completed Similar Construction Projects (the List)." If the List is not provided or is missing information, and/or is found to have erroneous information or information that is no longer current, a proposed subcontractor may be rejected. If requested by the Fund, the bidder may be permitted to add missing information, modify and/or explain erroneous information or information that is no longer current on the List; modifications and/or explanations of the List must be received promptly after receipt of the Fund's request.
   ii. Only one proposed subcontractor should be named for each of such trades. Proposed subcontractors of the bidder may not be changed except with the specific written approval of the Fund.
   iii. The naming of the bidder itself for any of such work is not acceptable and may result in rejection of the bidder unless the bidder can demonstrate to the Fund that it has successfully completed or substantially completed one (1) contract at 75% size, scope and complexity to this contract within the last seven (7) years. Such completed contracts shall include significant portions of self-performed work. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the Fund as described in Section 7(1)c above.

   iv. The bidder will be required to establish, to the satisfaction of the Consultant and the Fund, the reliability and responsibility of each of their

said proposed subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to each of such proposed subcontractors' respective trades. By submission of the "List of Completed Similar Construction Projects," a proposed subcontractor must be able to demonstrate that they have successfully completed or substantially completed one (1) contract at 75% of the size, scope and complexity to this contract within the last seven (7) years. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the Fund as described in Section 7(1)c above.

v. For each of the proposed subcontractors, the bidders must submit to the Fund, seven (7) calendar days after the bid opening, evidence of a completed New York State Uniform Contracting Questionnaire (Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)). Either email confirmation that the subcontractor's CCA-2 is current and certified in the New York State VendRep System (VendRep) within the last six months from the bid date, or deliver a certified paper format CCA-2, including all attachments, to the Fund. Paper format CCA-2 will not be accepted from a proposed subcontractor who is enrolled in VendRep.

vi. In the event that the Fund and the Consultant reject any of said proposed subcontractors or the bidder itself for any of such subcontract work, the bidder, within two (2) working days after receipt of notification of such rejection, shall again submit to the Fund and the Consultant the name of another proposed subcontractor in place of the one rejected and it will be required to establish to the satisfaction of the Fund and the Consultant the reliability and responsibility of said proposed subcontractor. When naming another proposed subcontractor, the bidder must promptly submit the proposed subcontractor's completed "List of Completed Similar Construction Projects" and evidence of their completed CCA-2.

vii. Where the bidder designated itself for any of the aforesaid categories of work and was approved by the Fund, the bidder will not be permitted to submit another proposed subcontractor for such categories of work except where its performance of such work meets a condition(s) set forth in Section 2.26 of the Construction Agreement as determined by the Fund.

viii. Proposed subcontractors of the bidder, approved by the Fund and the Consultant, must be used on the work for which they were proposed and approved, and they may not be changed except with the specific written approval of the Fund.

b. A breakdown of the amount of the bidder's Proposal. Such breakdown shall be prepared in accordance with the format included herein as Appendix "A". No bidder shall be barred from revising, in the Contract breakdown required under the provisions of Section 4.08 of the Agreement, the various amounts listed in the bid breakdown required under the provisions of this Section. The amount set forth in said bid breakdown will not be considered as fixing the basis for additions to or deductions from the Contract consideration.

(2) Within seven (7) calendar days after the opening of bids, the three low bidders shall submit to the Fund for its approval a Service-Disabled Veteran-Owned Businesses Utilization Plan. The three lowest bidders will receive an email containing instructions and a hyperlink to follow to complete their Utilization Plan electronically via the Fund's online Utilization Plan application. Utilization Plans will only be accepted in this online format; any other form submittals will be rejected. The Utilization Plan shall include the subcontractor/supplier description of work, the estimated work schedule, and the estimated dollar value of subcontracts and supply contracts that will be awarded to Service-Disabled Veteran-Owned Businesses.

(3) Except for Contracts of $100,000 or less, and unless otherwise directed by the Fund, within seven (7) calendar days after the opening of bids, the three low bidders shall submit to the Fund for its approval, a Minority and Women-owned Business Enterprise Utilization Plan. The three lowest bidders will receive an email containing instructions and a hyperlink to follow to complete their Utilization Plan electronically via the Fund's online Utilization Plan application. Utilization Plans will only be accepted in this online format; any other form submittals will be rejected. The Utilization Plan shall include the subcontractor/supplier description of work, the estimated work schedule, and the estimated dollar value of subcontracts and supply contracts that will be awarded to Minority and Women-owned Business Enterprises. The Utilization Plan should include the description of work and the estimated dollar value of subcontracts and supply contracts that will be awarded to Minority and Women-owned Business Enterprises.

(4) Except for contracts of $100,000 or less, within seven (7) calendar days after the opening of bids, the three low bidders shall submit to the Fund for its approval, an Equal Employment Opportunity Statement.

(5) Within seven (7) calendar days after the opening of bids, submit a working plan and schedule showing the bidder's sequence logic for all significant activities and phases of the work from the anticipated start date to the substantial completion date in the bidder's Proposal. Use suitable charts, diagrams or bar graphs and show clearly, in sequence and timescale, all significant activities and phases with time estimates for each. If requested, revise the working plan and schedule until they are satisfactory to the Fund and the Consultant. This requirement is in addition to and not a substitute for the schedule requirements of Section 10 paragraph 1(c) herein or Section 3.02 (Time Progress Schedule) of the Agreement. Although the working plan and schedule submitted shall not be used in determining the lowest responsible bidder, failure to submit or revise the working plan and schedule may result in the rejection of the Proposal as not responsive.

(6) The above information and such other information as the Fund or the Consultant may request or obtain will be used by the Fund in determining the reliability and responsibility of the bidder and any proposed subcontractors. Each bidder must comply promptly with all requests by the Fund and the Consultant for information and must actively cooperate with the Fund and the Consultant in their efforts to determine the qualifications of the bidder and any proposed subcontractors. Failure to comply with the latter may result in the rejection of the Proposal as not

responsive. All information required to be furnished to the Fund under this Section shall be sent to the State University Construction Fund, Director of Capital Procurement, H. Carl McCall SUNY Building, 353 Broadway, Albany, New York 12246 or emailed to the Fund at SUCF.ConstructionBids@suny.edu unless a signed original is required to be submitted.

## Section 9 Award of Contract

(1) The award of the Contract shall be made to the bidder submitting the lowest Total Bid that is responsive to the solicitation and who, in the sole opinion of the Fund, is qualified to perform the work involved and is responsible and reliable.

(2) The Field Order allowance may be reduced at the sole discretion of the Fund to a lower amount at the time of award of the contract.

(3) The right is reserved, if, in the Fund's judgment, the public interest will be promoted thereby, to reject any or all Proposals, to waive any informality in any Proposal received or to afford any bidder an opportunity to remedy any deficiency resulting from a minor informality or irregularity. Without limiting the generality of the foregoing:

a. A Proposal may be rejected as not responsive if the bidder fails to furnish the required bid security or to submit the information and/or data required with its Proposal and by this Information for Bidders.

b. A Proposal may be rejected as not responsive if the bidder cannot show to the satisfaction of the Fund: (i) that it has the necessary qualifications and capital; or (ii) that it owns, controls or can procure the necessary plant and equipment to commence the work at the time prescribed in the Contract and thereafter to prosecute and complete the work at the rate, or within the time specified; or (iii) that it is not already obligated by the performance of so much other work as is likely to delay the commencement, prosecution or completion of the work contemplated by the Contract.

c. A Proposal will be rejected as not responsive if it does not provide for the completion of the work by the date of completion specified in the Proposal.

(4) The Fund also expressly reserves the right to reject any Proposal as not responsive if, in its opinion, considering the work to be performed, the facts, as to the bidder's past performance on completed contracts, business or technical organization, plant, financial and other sources of business experience compared with the work bid upon, justify rejection.

(5) The award of the Contract shall not be construed as a guarantee by the Fund that the plant, equipment and the general scheme of operations and other information and/or data submitted by the bidder with or after its Proposal is either adequate or suitable for the satisfactory performance of the work. As a condition of the award, the bidder agrees to preserve all estimates and documentation used to develop its Bid Proposal and produce the latter information for the Fund's examination upon

notice from the Fund prior to the Fund's approval of the Final Payment application required by the Contract.

## Section 10 Required Bonds and Insurance

(1) Unless otherwise agreed to by the Fund, within ten (10) working days after the receipt of Notice of Award, the Contractor shall procure, execute and deliver to the Fund and maintain, at its own cost and expense:

a. A Performance Bond and a Labor and Material Bond, both of which Bonds shall be on the form prescribed by the Fund and in an amount not less than 100 percent of the total amount of the Contract awarded to the Contractor by the Fund. Said Bonds must be issued by a surety company approved by the Fund and authorized to do business in the State of New York as a surety. Attorneys-in-fact who execute said Bonds on behalf of a surety must affix thereto a certified and effectively dated copy of their power of appointment.

b. Proof of insurances with the specific coverage and limits required in Article V of the Agreement. Acceptable documents are:

   i. Proof of NYS Worker's Compensation is only accepted on the C-105.2 or U-26.3 form.

   ii. Proof of Disability insurance is only accepted on the DB-120.1 form.

   Use the link below for a description of the required forms for Workers Compensation and Disability:

   http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/18/G.htm

   iii. All other proof of insurance must be on the appropriate Certificate of Liability Insurance Acord form, as well as the Acord 855, or other form acceptable to the Fund.

c. The 120-day Schedule required by the General Requirements, Special Conditions paragraph 01 32 16, titled "Project Schedule."

## Section 11 Requirements and Procedures for Participation by New York State - Certified Minority and Women -Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

(1) New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, the Fund is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of the Fund contracts.

(2) Business Participation Opportunities for MWBEs

a. For purposes of this solicitation, the Fund hereby establishes goals (see Section 01 26 43 Amendments (Section E) of the General Requirements for goals) for New York State-certified Minority-owned Business Enterprise ("MBE") participation and for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of MBEs and WBEs). A contractor ("Contractor") on any contract resulting from this procurement ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a bid, the bidder agrees that the Fund may withhold payment pursuant to any Contract awarded as a result of this bid pending receipt of the required MWBE documentation. A directory of MWBEs can be viewed at: https://ny.newnycontracts.com. For guidance on how the Fund will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8 and Article VI, Section 6.03(2)d of the Agreement.
b. The bidder understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
c. In accordance with 5 NYCRR § 142.13, the bidder further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of contract and the Fund may withhold payment as liquidated damages.
d. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.
e. By submitting a bid or proposal, a bidder agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof in a format prescribed by the Fund.
f. Additionally, a bidder will be required to submit the following information as evidence of compliance with the foregoing:

    i. An MWBE Utilization Plan in accordance with paragraph (3) of the above Section 8 Submission of Post Bid Information. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be revised via the online Utilization Plan application and submitted to the Fund for review and approval. Business Partners can modify their Utilization Plans by visiting the Fund's website and following the instructions for the online Utilization Plan application.

ii. The Fund will review the submitted MWBE Utilization Plan and advise the bidder of the Fund's acceptance or issue a notice of deficiency within 20 calendar days of receipt.

iii. If a notice of deficiency is issued, the bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Fund a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Fund to be inadequate, the Fund shall notify the bidder within five (5) business days and direct them accordingly. Failure to cooperate with the Fund in a timely manner may be grounds for disqualification of the bid or proposal.

g. The Fund may disqualify a bidder as being non-responsive under the following circumstances:

i. If a bidder fails to submit an MWBE Utilization Plan;
ii. If a bidder fails to submit a written remedy to a notice of deficiency;
iii. If a bidder fails to cooperate with the Fund; or
iv. If the Fund determines that the bidder has failed to document good faith efforts.

h. The successful bidder will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Fund, but must be made no later than prior to the submission of a request for final payment on the Contract.

i. Over the term of the Contract, the successful bidder will be required to submit to the Fund a monthly MWBE Contractor Compliance & Payment Reporting in the electronic format prescribed by the Fund, documenting the progress made toward achievement of the MWBE goals of the Contract.

(3) Equal Employment Opportunity Requirements

a. By submission of a bid in response to this solicitation, the bidder agrees with all of the terms and conditions of Schedule "A" - Provisions Required to Be Inserted by Law, including Clause 11 - Equal Employment Opportunities for Minorities and Women. The bidder is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the bidder, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.

This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

b. The bidder will be required to submit an Equal Employment Opportunity Policy Statement in accordance with paragraph (4) of the above Section 8 Submission of Post Bid Information.
c. If awarded a Contract, bidder shall submit a Monthly Employment Utilization Report and shall require each of its subcontractors to submit a Monthly Employment Utilization Report in the electronic format prescribed by the Fund during the term of the Contract.
d. Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law") and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, gender identity or expression, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(4) Reports, Records and Documentation

a. The Contractor shall file with the Fund monthly reports in the electronic form prescribed by the Fund regarding actions taken pursuant to this Section as well as a list of and value of subcontracts and supply contracts.
b. The Contractor shall permit access to its books, records and accounts by the Fund for purposes of investigation to ascertain compliance with the provisions of this Section. The Contractor shall include this provision in every subcontract so that such provision will be binding upon each subcontractor.
c. Failure to comply with the foregoing requirements entitles the Fund to take such action as the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract. Such failure may also result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract.
a.

**Section 12 Requirements and Procedures for Participation by New York State Certified Service-Disabled Veteran-Owned Business Enterprises ("SDVOBs")**

(1) New York State Law

Pursuant to New York State Veterans' Service Law Article 3 and Parts 252.2 of Title 9 of the New York Codes, Rules and Regulations, the Fund is required to promote opportunities for the participation of New York State-certified Service-Disabled Veteran-Owned Business Enterprises in the performance of the Fund contracts to ensure progress toward the statewide SDVOB Utilization goal of 6% established by Article 3 of the New York State Veterans' Services Law.

a. New York State Veterans' Services Law Article 3 acknowledges that SDVOBs strongly contribute to the economies of the State and the nation.

As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the project. Such partnering may be as subcontractors, subconsultants, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at https://sdves.ogs.ny.gov/business-search

b. Bidders are strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law, to use responsible and responsive SDVOBs as subcontractors to provide meaningful participation. Furthermore, bidders are reminded that they must continue to also utilize small, minority and women-owned businesses consistent with Article 15-A of Executive Law. Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the bidder and its SDVOB partners. SDVOBs will promote the bidder's optimal performance under any potential agreements, thereby fully benefiting the public sector programs that are supported by associated public procurements.

c. Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its bidders. The State, therefore, expects bidders to provide maximum assistance to SDVOBs in the performance of any potential agreement. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

(2) Business Participation Opportunities for SDVOBs

a. For purposes of this solicitation, the Fund hereby establishes goals (see Section 01 26 43 Amendments (Section E) of the General Requirements for goals) for New York State-certified Service-Disabled Veteran-Owned Businesses (SDVOB) (based on the current availability of SDVOBs).

A contractor ("Contractor") on any contract resulting from this procurement ("Contract") must document its good faith efforts to provide meaningful participation by SDVOBs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a bid, the bidder agrees that the Fund may withhold payment pursuant to any Contract awarded as a result of this bid pending receipt of the required SDVOB documentation. A directory of SDVOBs can be viewed at: https://sdves.ogs.ny.gov/business-search. For guidance on how the Fund will evaluate a Contractor's "good faith efforts," refer to 9 NYCRR § 252.2 and Article IX, of the Agreement.

b. The bidder understands that only sums paid to SDVOBs for the performance of a commercially useful function, as that term is defined in 9 NYCRR § 252.2, may be applied towards the achievement of the applicable SDVOB participation goal. The portion of a contract with an SDVOB serving

as a supplier that shall be deemed to represent the commercially useful function performed by the SDVOB shall be 100 percent of the total value of the contract.

c. In accordance with 9 NYCRR § 252.2 (s), the bidder further acknowledges that if it is found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of contract, and the Fund may withhold payment as liquidated damages.

d. Any contractor who willfully and intentionally fails to comply with the service-disabled veteran owned business participation requirements in accordance with 9 NYCRR § 252.2 (s) as set forth in such State contract shall be liable to the contracting agency for damages as otherwise specified in the contract and shall provide for other appropriate remedies on account of such breach. Damages shall be calculated based on the actual cost incurred by the State agency related to the State agency's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified service-disabled veteran-owned business enterprise programmatic goals.

e. By submitting a bid or proposal, a bidder agrees to demonstrate its good faith efforts to achieve the applicable SDVOB participation goals by submitting evidence thereof in a format prescribed by the Fund.

f. Additionally, a bidder will be required to submit the following information as evidence of compliance with the foregoing:

    i. An SDVOB Utilization Plan in accordance with paragraph (2) of the above Section 8 Submission of Post Bid Information. Any modifications or changes to an accepted SDVOB Utilization Plan after the Contract award and during the term of the Contract must be submitted via the online Utilization Plan application and submitted to the Fund for review and approval. Business Partners can modify their Utilization Plans by visiting the Fund's website and following the instructions for the online Utilization Plan application.

    ii. The Fund will review the submitted SDVOB Utilization Plan and advise the bidder of the Fund's acceptance or issue a notice of deficiency within 20 calendar days of receipt.

    iii. If a notice of deficiency is issued, the bidder will be required to respond to the notice of deficiency within seven (7) business days of its receipt by submitting to the Fund a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Fund to be inadequate, such a failure to remedy the deficiency may be grounds for disqualification of the bid or proposal for non-responsiveness or the Fund may notify the bidder and request the bidder submit a waiver form within five (5) business days.

g. The Fund may disqualify a bidder as being non-responsive under the following circumstances:

   i. If a bidder fails to submit an acceptable SDVOB Utilization Plan;
   ii. If a bidder fails to submit a timely written remedy to a notice of deficiency;
   iii. If the Fund determines the bidder's written remedy to a notice of deficiency is inadequate;
   iv. If a bidder fails to file a waiver form in a timely manner;

h. A bidder is further subject to disqualification if:

   a. The bidder fails to cooperate with the Fund; or
   b. If the Fund determines that the bidder has failed to document its good faith efforts.

i. The successful bidder will be required to attempt to utilize, in good faith, any SDVOB identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Fund but must be made no later than prior to the submission of a request for final payment on the Contract.

j. Over the term of the Contract, the successful bidder will be required to submit to the Fund a monthly SDVOB Contractor Compliance & Payment Reporting in the electronic format prescribed by the Fund, documenting the progress made toward achievement of the SDVOB goals of the Contract.

## Section 13 Encouraging Use of New York State Business Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the State and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual

benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Information on the availability of New York State subcontractors and suppliers is available from: New York State Department of Economic Development, Procurement Assistance Unit, One Commerce Plaza, Albany, New York 12245, Phone: (518) 474-7756, Fax: (518) 486-7577.

## Section 14 Single Contract Responsibility

This is a single bid general construction project. The Contractor submitting the bid is responsible for all work associated with this Project.

## Section 15 Examination of Site

A pre-bid conference and project walk-through will be held with all bidders, subcontractors and other plan holders at the time and place specified in Section 00 25 13 Pre-Bid Meetings. No individual or additional walk-throughs will be provided. Failure to attend a walk-through shall not be the cause for extra payment. If the walk-through in Section 00 25 13 Pre-Bid Meetings is mandatory, the Fund expressly reserves the right to reject any Proposal as not responsive if the bidder failed to attend the mandatory walk-through.

## Section 16 Procurement Lobbying Law Restrictions

Please be advised that State Finance Law Sections 139-j and 139-k include and impose certain restrictions on communications between the Fund and bidders during the procurement process. A bidder is restricted from making contacts from the earliest notice of intent to solicit offers through receipt of the Notice to Proceed ("restricted period") to other than designated staff, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law Sections 139-j(3)(a). Designated staff is identified in the Notice to Bidders as of the date hereof. Fund employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror/bidder is debarred from obtaining governmental procurement contracts.

Bidders must also disclose whether any governmental entity has made a finding of non-responsibility within the previous four years based upon the failure to comply with Section 139-j of the State Finance Law or intentionally providing false or incomplete information to a governmental entity. The Form for this disclosure is on the last page of the Proposal and the bidder must fill out and sign this Form.

Further information about these requirements can be found on the State Office of General Services website ( https://ogs.ny.gov/ACPL/ ) and the Fund website ( https://sucf.suny.edu/opportunities/procurement-lobbying-act-policy-and-procedures ).

## Section 17 Requirements for Construction Activities To Address Public Health or Safety

The bidder agrees it is responsible for complying with any and all health and safety requirements issued by federal, state or local entities, including but not limited to New York State Governor Office Executive Orders, New York State Department of Health rules, regulations and guidance, and other New York State, Fund or Campus laws, rules, regulations or requirements that exist or may be issued and/or amended during the bidding and/or performance of work on this Project. Bidder affirms that all costs and time associated with compliance of these health and safety requirements, including Emergency Regulations, are included in its bid. The current NYS Emergency Regulations and Guidance are available at the following website:

https://regs.health.ny.gov/regulations/emergency

Notwithstanding the foregoing, bidder agrees to comply with the Emergency Regulations, Guidance, and Campus Rules and Regulations as it may be amended or superseded in the future. Bidder shall comply with Section 2.03 of the Contract regarding any claims or disputes stemming from such health and safety requirements.

*****

# MWBE/SDVOB
# UTILIZATION PLAN INSTRUCTIONS

MWBE and SDVOB Utilization Plans are required to be submitted electronically via the Fund's online Utilization Plan Application, by the three low bidders **within seven (7) calendar days** after the bid opening. Submission of a Utilization Plan which fails to at least meet each goal must be accompanied by documentation of specific efforts undertaken both pre and post bid. The Contractor is required to provide sufficient documentation of the efforts made in the development of their MWBE and SDVOB Plans. The documentation should be responsive to the "Good Faith Efforts" guidelines and demonstrate the contractor's commitment to providing opportunities for MWBE and SDVOB firms in the development of each respective Utilization Plan.

The Fund will review the MWBE and SDVOB Utilization Plans and notify the contractor of any deficiencies and determine necessary actions to bring the Plan into compliance. The firms listed on the Utilization Plan will be contacted for verification of participation. A copy of the approved Plan is provided to the contractor after issuance of the Fund's Notice of Award. **Be advised, the Fund does not issue its Notice of Award without an approved MWBE Utilization Plan, and the Construction Contract may be withheld.**

| | |
|---|---|
| **ONLINE UTILIZATION PLAN**<br>If you are one of the lowest three bidders and have not received an email within 24 hours, please contact SUCF.ConstructionBids@suny.edu | Following the project bid opening, the Fund will forward the three lowest bidders an email containing instructions for submitting their MWBE and SDVOB Utilization Plan. The email will provide each firm with a link to complete their Plans electronically via the Fund's online Utilization Plan application. Utilization Plans are accepted in the ONLINE FORMAT ONLY; any other form submittal will be rejected. |
| **CONTRACT INFORMATION** | ▪ The contract information will appear at the top of the application screen.<br>(Project Number, Contract Number, Bid Date, Contract Award Value, MWBE/SDVOB Contract Goals) |
| **BUSINESS PARTNER INFORMATION**<br><br>**MWBE/SDVOB CONTACT** | ▪ Verify the accuracy of your Company Name, Company Address and FEIN populated by the application.<br><br>▪ Enter the Contact Name, Contact Title, Phone, Fax, Email Address of the person responsible for MWBE/SDVOB participation with your organization. |
| **SUBCONTRACTOR/SUPPLIER INFORMATION**<br><br>**BE ADVISED: Only firms holding "current" New York State certification status are acceptable for participation credit.** | ▪ Enter a valid Federal Identification number for each MBE, WBE, and SDVOB subcontractor and supplier.<br>▪ The NYS certified MBE/WBE/SDVOB firm matching the Federal ID number provided will autofill in the application.<br>▪ Verify the subcontractor/supplier information for accuracy.<br><br>**MWBE firms must be certified by the New York State Department of Economic Development Corporation** as a Minority or Women-Owned Business to comply with the program requirements. It is the responsibility of the contractor to ensure firms proposed for utilization have an active certification with NYS and are included in the directory at the time of submission. The NYS directory of certified MWBE firms is available on the Internet at https://ny.newnycontracts.com/<br>NOTE: Dual certified firms may be used as either, but not both, within their certification product code.<br><br>**SDVOB firms must be certified by the Office of General Services, Division of Service-Disabled Veterans' Business Development** as a Service-Disabled Veteran-owned Business to comply with the program requirements. It is the responsibility of the contractor to ensure firms proposed for utilization have an active certification with NYS and are included in the directory at the time of submission. The NYS directory of certified Service-Disabled Veteran-Owned Businesses is available on the Internet at https://sdves.ogs.ny.gov/ |

# MWBE/SDVOB
# UTILIZATION PLAN INSTRUCTIONS

| | |
|---|---|
| **SUBCONTRACTOR/SUPPLIER INFORMATION** | ▪ If the participation is not direct from the Prime/General Contractor, Enter the 1st or 2nd tier subcontractor's name and email address.<br>**The prime contractor is responsible for ensuring participation included in the Plan by subcontractors/suppliers is executed.** |
| **DESCRIPTION OF WORK**<br>**The services MWBE and SDVOB firms provide must be among those explicitly identified in the firm's profile (codes) as listed in the NYS MWBE and SDVOB Directory.**<br>**Firms who participate in the project outside of these conditions will not be credited toward the MWBE and/or SDVOB Utilization Plan and goals for the contract.** | ▪ Provide a specific but brief description of work to be performed or supplies to be purchased from the MBE, WBE, SDVOB subcontractor or supplier.<br>▪ Select the firm designation: Subcontractor, Supplier, or Broker<br>The following credit will be applied for MWBE subcontractors/suppliers.<br>▪ Construction Subcontractor – 100%<br>▪ Construction Supplier (MWBE) – 60% Firms that sell goods out of their revolving inventory. **Enter the full contract value. The system will calculate 60% credit.**<br>▪ Construction Supplier (SDVOB) – 100%<br>▪ Brokers/Construction Manufacturers' Representatives – Firms serving as a third-party intermediary between consumers of items and manufacturers, suppliers, or other entities, may only receive credit for the commission they receive or their markup percentage for brokering.<br>▪ MWBE Manufacturers: NYS-certified MWBEs that serve and are coded as a manufacturer may receive 100% credit for their MWBE utilization. |
| **SUBCONTRACTOR/SUPPLIER SCHEDULE** | ▪ Enter the anticipated start and completion dates for each MBE, WBE, and SDVOB subcontractor and/or supplier.<br>▪ **Enter the dates in accordance with the scope and project scheduling.** |
| **ATTACHMENTS** | ▪ Upload supporting documentation i.e., letter of explanation, good faith efforts documentation.<br>▪ Upload signed MWBE and SDVOB Utilization Plans (original signature)<br>▪ After attaching documents return to the submit tab to finalize. |
| **FINAL REVIEW** | ▪ Review all information prior to submitting.<br>▪ Select SAVE if you wish to continue working on the Plan prior to submission.<br>▪ To modify the Initial Plan prior to final submission, select the link provided in the original email from the Fund and choose "re-submit" for the option to edit the initial Utilization Plan. |
| **SIGNATURE/SUBMIT**<br>***An original signature is required on the Utilization Plan.** | ▪ Provide the Name, Title, Email address and Signature of a Company Officer.<br>▪ Choose "Create Utilization PDF"<br>▪ Print and Sign MWBE and SDVOB Utilization Plans<br>▪ Upload the Plans into the "Attachments" section of the application.<br>▪ Select SUBMIT to forward for approval. |
| **UTILIZATION PLAN MODIFICATION**<br>**Prior approval must be obtained from the Fund for decrease in participation or deletion of a firm. A letter of explanation and supporting documentation of efforts is required to be submitted to the Fund. Upload supporting documentation via the attachments tab.** | ▪ To modify the Initial Plan prior to final submittal, select the link provided in the original email from the FUND and choose "re-submit" for the option to edit the Utilization Plan.<br>▪ To modify an existing Plan, return to the Business Partner Application<br>➢ **ADD** – choose "add subcontractor" on the bottom of the subcontractor/supplier tab for firms that you are adding to the plan. Click the disc icon to save.<br>➢ **DELETE** – To remove firms from the approved Plan, locate the name of the firm, Click the icon to save, **an explanation is required.**<br>➢ **PLAN VALUE UPDATE-** Click the icon next to the appropriate subcontractor and/or supplier and enter the dollar amount of the increase/decrease of the award value. Click the icon to save, **an explanation is required.**<br>➢ **SCHEDULE UPDATE** – Click the icon next to the appropriate subcontractor and/or supplier to change the anticipated start and completion dates for each firm. Click the disc icon to save. |

**For questions and/or assistance contact the Opportunities Program office. Phone: 518-320-1650 | Email: sucf.opportunityadmin@suny.edu**

**Section 00 25 13 Pre-Bid Meetings**

A pre-bid conference and project walk-through will be held on October 20, 2026 with all Bidders assembled at 1:00 PM at Room 139, Plant Science Building, Cornell University, 236 Tower Road, City of Ithaca, NY, 14853. (See directions on following pages.)

No individual or additional walk-throughs may be performed during the bid preparation time period. Vehicle parking must comply with campus regulations. Failure to attend a walk-through shall not be the cause for extra payment.

Bidders will park in accordance with Campus regulations for short-term parking; parking options using the ParkMobile mobile app are accessed at the following link: https://fcs.cornell.edu/departments/transportation-delivery-services/parking/short-term-parking-options

Bidders will comply with Campus visitor policies, which are accessed at the following link: https://covid.cornell.edu/visitors-events/

The pre-bid meeting shall be chaired by the Consultant with the following as the minimum agenda (Hold questions on scope until item 5 below):

1. Confirm that bidders have a full bid package including any addenda issued to date.

   **Please be advised of new standard documents:**

   a. For projects advertised for bidding after July 1, 2023,

      1) See revised 00 21 13 20 Information for Bidders and review in its entirety.

      2) See new Agreement Sections 5.06 Insurance and 5.07 Builder's Risk, and new Schedule A, and review the insurance changes in their entirety.

   b. See Section 01 74 19 Construction Waste Management has been added at the request of the SUNY Sustainability Coalition. Please review the section and consider how to meet its goal for recycling at least 75% of the construction and demolition waste generated by this contract.

2. See Section 11 of 00 21 13 20 Information for Bidders for participation by MBEs and WBEs. The MBE/WBE participation goals for this project are:

   - 12% percent for MBE participation
   - 8% percent for WBE participation

3. See Section 12 of the Information for Bidders for participation by Service-Disabled Veteran-Owned Businesses. The SDVOB goal for this project is 3%

4. Utilization Plans shall be accepted in the ONLINE FORMAT ONLY using the Fund's web-based application; any other form of submittal will be rejected. Low bidders will receive an email with access instructions after receipt of bids. Questions must be sent to SUCF.OpportunityAdmin@suny.edu

5. Review the timetable for submitting questions and issuing addenda.

6. Confirm the bid date and time.

   To provide for an efficient bid opening, do not submit additional documents other than two Proposals and two bid bonds in your bid envelope.

4. Advise bidders that no changes to the Contract Documents are binding unless included in an addendum. Verbal comments are not binding.

5. Review the project scope and schedule. Describe the main concepts of the project.

   a. Review the list of sole/single source products listed in General Requirements Section 01 26 43 Amendments (if any) and remind bidders that all costs for these products are covered by the base bid and no equivalents will be permitted.

   b. Remind bidders and potential subs that each must have experience performing scope similar to this project scope. Review the specific Qualifications for Bidders and the nominated subcontractors as written in the Information for Bidders with the attendees.

6. Describe and discuss any Campus restrictions regarding security, access, worker prerequisites for entry to Campus, parking, and/or other restrictions that create cost and time difficulties related to this project.

7. Other items:

   a. Refer the bidders to the 00 21 13 15 Contractors Bid and Post Bid Checklist.

   b. Note that for projects advertised for bids after July 1, 2023, insurance requirements have changed. Key points for bidders are:

   - All required insurance shall be written by companies that are licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and that have an A.M. Best Company rating of "A-," Class "VII" or better;
   - Insurances from authorized (excess line) carriers may be acceptable. Bidders must review the project specific insurance listed in Section 5.06, **Section 5.07** and Schedule A of the Construction Agreement with their agent/broker; and
   - Owner's Protective Liability Insurance is no longer required from contractors.

For projects with bid openings on or after July 14, 2024, **Builder's Risk Insurance will <u>no longer</u> be provided by the Fund under a master builders risk program and shall be at the cost of the Contractor.**

Bidders and Asbestos subs must consult their insurance company/agent prior to bidding.

c. If the Fund issues a Notice of Award and the bidder doesn't provide acceptable insurance, then the Fund may rescind the award and take other actions to which it is entitled. All resulting costs and time delay are solely the responsibility of the bidder.

d. Note the dollar threshold for named subcontractors back is $20,000 except for asbestos subs of any value, who must be named.

e. Starting December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered under Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor law Section 220-i.

For more information or to register, please visit:

https://dol.ny.gov/contractor-and-subcontractor-landing

f. A Project Labor Agreement (PLA) has been adopted for this project. This agreement openly promotes bidding from all contractors – union and non-union. The low bidder must execute and abide by the terms of the project-specific Project Labor Agreement. This project Labor Agreement also impacts acceptable staffing patterns of the project. The PLA should be read in its entirety by all potential bidders prior to submitting a proposal.

9. Have a question-and-answer session.

10. Tour the site and existing conditions.

East
1015E

Martha Van Rensselaer Hall
1015A

Caldwell Hall
1025

Computing and Communications Ctr
1016

Ag Quad

Warren Hall
1026

Mann Library
1027

Mann Library Addition
1027A

Fernow Hall
1029

Roberts Hall
1080N

Academic Surge Facility A
6127

PLANT SCIENCE BUILDING

Kennedy Hall
1080S

Academic Surge Facility B
6129

Plant Science Building
1022

Plant Science Teaching Greenhouse
1023H

Emerson Hall
1028E

Bradfield Hall
1028B

Beebe Hall
1033

Bruckner Lab
1070

Little Rice
1036

Rice Hall
1040

Atkinson Hall
1037

Nearing Summer House
1096

Richard M. Lewis Education Ctr
2506

Botanic Gardens Nevin Welcome Ctr
2444

McClintock Shed
2506B

ARBORETUM ROAD

JUDD FALLS ROAD

Blue Greenhouses

PARKMOBILE LOT #4122

TOWER ROAD

Biological Sciences
1019A

Seeley G. Mudd Hall
1019W

Dale R. Corson Hall
1019E

PARKMOBILE LOT #4128

King Shaw Hall
1007A

Biology Quad

Comstock Hall
1081

Biotechnology
1018

Weill Hall
1014

Robison Alumni Fields

Meining Field House
2631G

Kane Sports Complex

WING ROAD

Stocking Hall
1041

Wing Hall
1042A & 1042W

Life Sciences Pavilion
1043

Riley-Robb Hall
1062

GARDEN AVENUE

Teagle Hall
2611

Lynah Rink
2613

Bartels Hall
2631

Friedman Wrestling Ctr
2638

Bloom Hockey Ctr

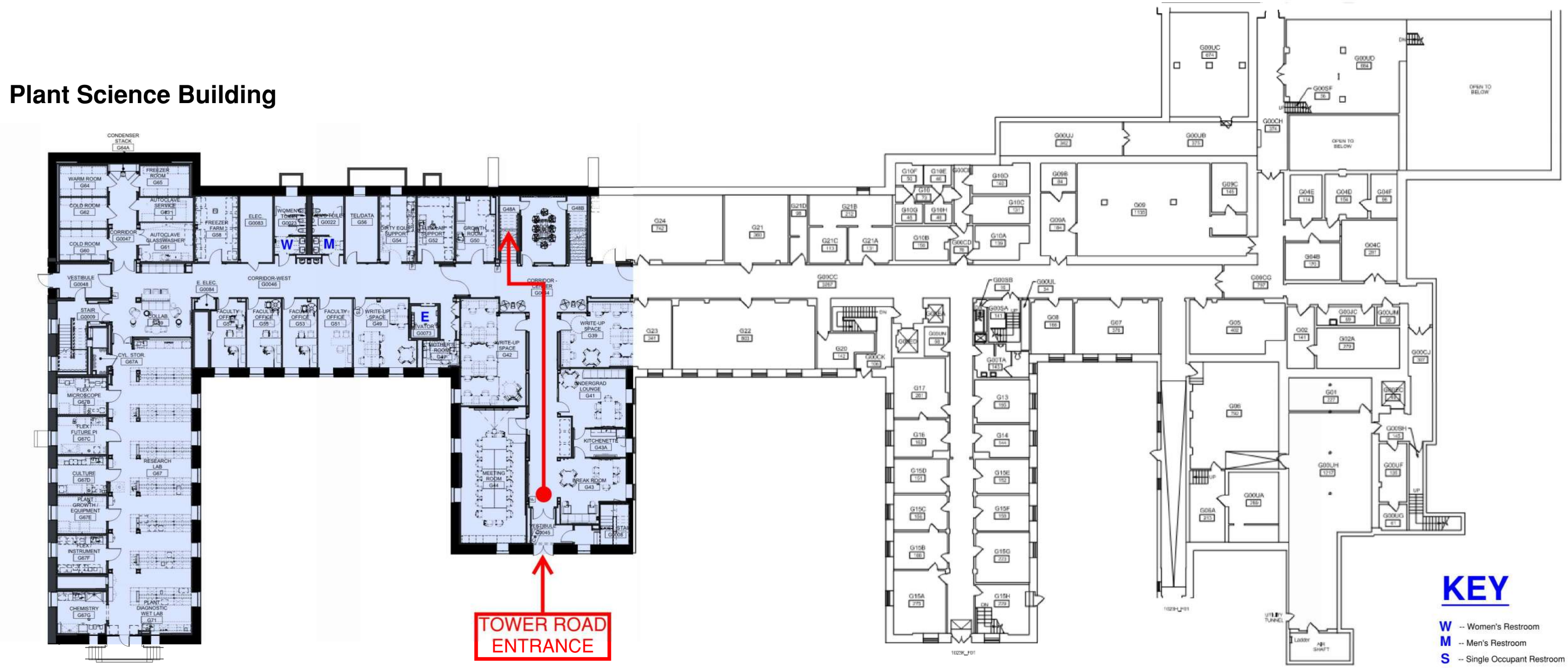
Friedman Strength & Conditioning Ctr

Schoellkopf House

Schoellkopf Memorial Hall

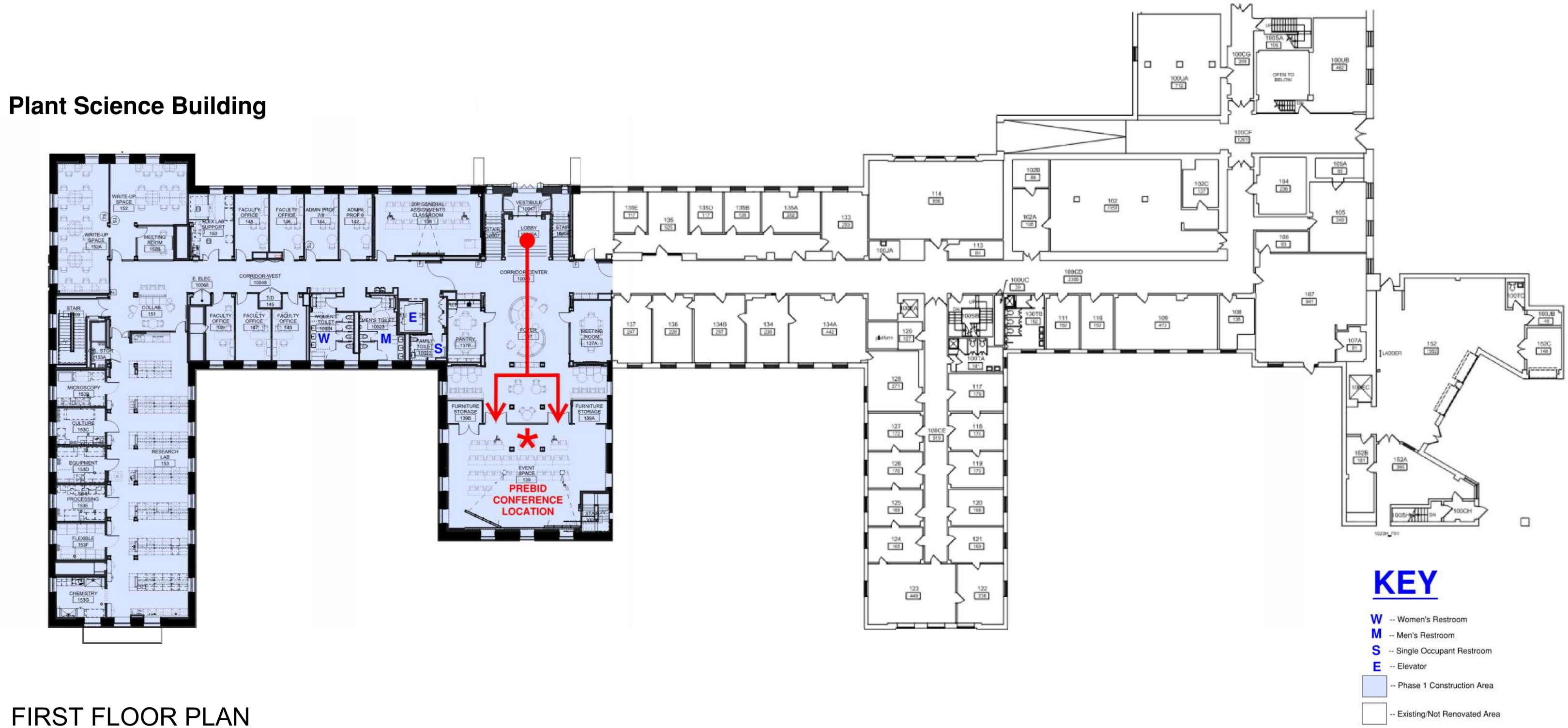
CAMPUS ROAD

# Plant Science Building




GROUND FLOOR PLAN

# Plant Science Building




## KEY

**W** -- Women's Restroom
**M** -- Men's Restroom
**S** -- Single Occupant Restroom
**E** -- Elevator
-- Phase 1 Construction Area
-- Existing/Not Renovated Area

FIRST FLOOR PLAN

_____
NAME OF BIDDER

_____
ADDRESS OF BIDDER

00 42 13 **PROPOSAL FOR SUCF PROJECT NO. 161026-00**

**Renovate Plant Science Building – Phase 2**
**New York State College of Agriculture and Life Sciences at Cornell University**

**TO THE STATE UNIVERSITY CONSTRUCTION FUND:**

1. The Bidder agrees that it shall complete all work necessary for substantial completion within 1035 calendar days from receipt of the Notice to Proceed.

   In the event the bidder fails to complete such work by said date, or within the time to which such completion may have been extended in accordance with the Contract Documents, the bidder agrees to pay the Fund liquidated damages in the sum of Four Thousand Two Hundred Dollars ($4,200) for each calendar day of delay in completing the work.

2. The bidder hereby declares that it has carefully examined all Bidding and Contract Documents and that it has inspected the actual location of the work, together with the local sources of supply, has satisfied itself as to all the quantities and conditions, and understands that in signing this Proposal, it waives all right to plead any misunderstanding regarding the same.

3. The bidder further understands and agrees that it is to do, perform and complete all work in accordance with the Contract Documents and to accept in full compensation therefor the amount of the TOTAL BID, modified by such additive or deductive alternates, if any, as are accepted by the Fund.

4. The bidder further agrees to accept the unit prices, if any, set forth in paragraph (5) hereof, except as the same may be modified pursuant to the provisions of Section 5 of the Information to Bidders, as full payment for any deletions, additions, modifications or changes to the portion or portions of work covered by said unit prices.

5. a. **BID CALCULATION:**

   (1) All work including Allowances (if any) listed in 5.d. below and excluding Field Order Allowance

   _____
   _____ $ _____
   (In words) (In figures)

   (2) Field Order Allowance: Schedule III and Section 4.05A of the Agreement

   _____
   Two million, nine hundred thousand, six hundred dollars $ ($2,900,600.00)
   (In words) (In figures)

   (3) TOTAL BID Add lines (1) and (2)

   _____
   _____ $ _____
   (In words) (In figures)

b. **ALTERNATES**: Refer to 01 23 00 Alternates (Section B) of the General Requirements. The bidder proposes the following Additions to or Deductions from the TOTAL BID for the alternatives listed below:

| Alternate Number | Add/ Deduct | Amount In Words | Amount In Figures |
|---|---|---|---|
| None | None | None | None |

c. **UNIT PRICES**: The bidder or the Fund may insert unit prices for the work or materials listed below. Refer to Section 5, paragraph (2) of the Information to Bidders, Schedule 1 and Article IV Section 4.04 of the Agreement for clarification. Such unit prices apply solely for additions. The Fund may, however, adjust any unit price filled in by a bidder to an amount agreeable to both the bidder and the Fund, or it may reject any unit price. The amount of any unit price accepted or agreed to by the Fund shall be reduced by 15 percent for any deduction in the work or materials covered by such unit price.

| Work or Materials Description | Amount in Words | Amount in Figures |
|---|---|---|
| None | | |

d. **ALLOWANCES:** The bidder further agrees that its TOTAL BID includes the Allowance(s) listed below. Refer to Schedule II and Sections 4.04 and 4.05 of the Agreement for clarification:

| Work or Materials Description | Amount in Words | Amount in Figures |
|---|---|---|
| None | | |

6. 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 his or her knowledge and belief: (a) 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; (b) unless otherwise required by law, the prices 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 (c) no attempt has been made or will be made by the bidder to induce any person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

   A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a), (b), and (c) above shall have not been complied with, the bid shall not be considered for award nor shall any award be made unless the General Manager of the Fund, or his designee, determines that such disclosure was not made for purposes of restricting competition.

   The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of this Section.

7. The bidder agrees that if awarded the Contract, it will commence work upon receipt of the Notice to Proceed and that it will fully complete the work by the date stated or within the duration herein, as applicable.

8. The bidder acknowledges the receipt of the following addenda, but agrees that it is bound by all addenda whether or not listed herein.

| Addendum Number | Date | Addendum Number | Date |
|---|---|---|---|
| _____ | ____/____/____ | _____ | ____/____/____ |
| _____ | ____/____/____ | _____ | ____/____/____ |
| _____ | ____/____/____ | _____ | ____/____/____ |

9. The Omnibus Procurement Act of 1992, as amended, requires that, by signing this Proposal, the bidder certifies that whenever its Total Bid amount is greater than $1,000,000: (a) it has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this Project, and has retained the documentation of these efforts to be provided upon request to the State; (b) it has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; (c) it agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this Project through listing any such positions with Community Services Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The bidder further agrees to document these efforts and to provide said documentation to the State and the Fund upon request, and agrees to cooperate with the State in these efforts. Documented efforts by a successful bidder shall consist of and be limited to showing that such bidder has:

   a. Solicited bids, in a timely and adequate manner, from New York State Business Enterprises including certified Minority and Women's owned Business Enterprises, or

   b. Contacted the New York State Department of Economic Development to obtain listings of New York State Business Enterprises, or

   c. Placed notices for subcontractors and suppliers in newspapers, journals and other trade publications distributed in New York State, or

   d. Participated in bidder outreach conferences.

   e. If the bidder determines that New York State Business Enterprises are not available to participate on the Contract as subcontractors or suppliers, the bidder shall provide a statement indicating the method by which such determination was made.

   f. If the bidder does not intend to use subcontractors on the Contract, the bidder shall provide a statement verifying such intent.

10. The bidder submits herewith bid security in an amount not less than five (5) percent of the Total Bid. In the event that

    (a) the bidder's Total Bid is the lowest one submitted and the bidder does not timely provide the Post-Bid Information required under Section 8 of the Information for Bidders; or

    (b) this Proposal is accepted by the Fund and the bidder shall refuse or neglect, within ten (10) working days after date of receipt of Notice of Award to:

    (1) execute and deliver an Agreement in the form provided herein; or

    (2) execute and deliver a Performance Bond and a Labor and Material Bond in the amounts required and in the form prescribed; or

    (3) provide proof of insurances required in Article V of the Agreement; or

    (4) provide the 120-day Schedule required by the General Requirements, Special Conditions paragraph 01 32 16, titled "Project Schedule;"

    then the bidder shall be liable to the Fund, as liquidated damages, for the amount of the bid security or the difference between the Total Bid of the bidder and the Total Bid of the bidder submitting the next lowest

bid, whichever sum shall be higher, otherwise the total amount of the bid security will be returned to the bidder in accordance with the provisions set forth in the Information for Bidders.

The Fund may apply the bid security in full or partial payments, as the case may be, of said liquidated damages and in the event the bid security is less than the amount of liquidated damages to which the Fund is entitled, the bidder shall pay the difference, upon demand, to the Fund.

11. The bidder certifies that all wood products that are to be used in the performance of this Contract shall be in accordance with the Specifications and provisions of Section 167 b. of the State Finance Law which Section prohibits the purchase and use of tropical hardwoods.

12. The bidder affirms that it understands and agrees to comply with the procedures of the Fund relative to permissible contacts as required by Sections 139-j(3) and 139-j-(6)(b) of the State Finance Law.

13. The bidder certifies that all information provided or to be provided to the Fund in connection with this procurement is, as required by Section 139-k of the State Finance Law, complete, true and accurate.

Dated _____ _____
(Legal name of person, partnership, joint venture, corporation, or LLC)

(If corporation, affix corporate seal) By _____
(Signature)

Title_____

Firm's Federal ID Number or Social Security Number as applicable _____

Firm's NYS SFS Vendor Identification Number _____

Check: Is Firm NYS-Certified* MBE? ☐ Yes WBE? ☐ Yes

*(*Defined as independent business concerns which are at least 51% owned and controlled by minority group members or women (citizens of the United States or permanent resident aliens who are Black, Hispanic, Asian or American Indian), whose ownerships in the concerns are real, substantial and continuing and who have and exercise the authority to independently control the decisions of the concerns)*

**ATTENTION BIDDERS: ALSO FULLY EXECUTE PAGES P-5, P-6, P-7, P-8, P-9, P-10, AND P-11.**

THE POST OFFICE ADDRESS OF THE BIDDER

_____

_____

_____

Telephone No._____ Email Address_____

***If a Corporation***

Name Address

_____ , PRESIDENT _____

_____, SECRETARY _____

_____, TREASURER _____

***If a Partnership***

Name of Partners Address

_____ _____

_____ _____

_____ _____

***If a Joint Venture***

Name of Members Address

_____ _____

_____ _____

_____ _____

***If an Individual***

Name of Individual Address

_____ _____

***If a Limited Liability Corporation***

Name Address

_____ _____

_____ _____

_____ _____

STATE UNIVERSITY CONSTRUCTION FUND
H. Carl McCall SUNY Building 353 Broadway ● Albany, New York 12246
**Offerer Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

_____
Address:
_____

_____
Name and Title of Person Submitting this Form:

_____

_____

SUCF Project Number: _____ Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? ☐No ☐Yes
If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law Section139-j: ☐No ☐ Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? ☐No ☐Yes

4. If you answered "yes" to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____
Date of Finding of Non-Responsibility: _____
Basis of Finding of Non-Responsibility: _____
_____
_____
_____
(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?
☐No ☐Yes

6. If yes, please provide details below.
Governmental Entity: _____
Date of Termination or Withholding of Contract: _____
Basis of Termination or Withholding: _____
_____
_____
_____
_____
_____
(Add additional pages as necessary)

Offerer certifies that all information provided to SUCF with respect to State Finance Law Section 139-k is complete, true and accurate. Submit form with original signature with Proposal.

By: _____ _____
Signature Date

STATE UNIVERSITY CONSTRUCTION FUND
H. Carl McCall SUNY Building 353 Broadway ● Albany, New York 12246

**IRAN ENERGY SECTOR DIVESTMENT COMPLIANCE**

Printed Name of Entity Seeking to Enter into the Contract:

_____

Address:

_____

Printed Name and Title of Person Executing Certification:

_____

SUCF Project Number: _____

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012 (Act), the Office of General Services is required to post on its web site a list of persons who have been determined to engage in investment activities in Iran ("prohibited entities list"), as defined by the Act. New York State Public Authorities Law § 2879-c, with certain exceptions, prohibits the Fund from entering into or awarding a Contract with persons identified on the prohibited entities list.

CERTIFICATION:

By submission of this bid or proposal, each person (as defined in paragraph (e) of subdivision one of section one hundred sixty five-a of the state finance law) and each person signing on behalf of any other party certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State finance law.

STATE OF )
)ss.:
COUNTY OF )

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature of Person Executing
Certification:_____

*Subscribed and sworn to before me this_____day of_____,20____.*

_____

*Notary Public*

*Submit form with original signatures*

**STATE UNIVERSITY CONSTRUCTION FUND**
**H. Carl McCall SUNY Building 353 Broadway ● Albany, New York 12246**

# Certification Regarding Sexual Harassment Prevention Policies Pursuant to State Finance Law §139-l

By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal 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 of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

I, _____, hereby affirm, under penalty of perjury, that
Printed Name of Person Executing Certification

I am _____ of the above-named bidder, that I am
Printed Title of Person Executing Certification

authorized to make this certification on behalf of such bidder, and I further certify that this certification is true, accurate and complete to the best of my knowledge and belief.

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

_____
signature

STATE OF )
) ss.:
COUNTY OF )

On this _____day of _____, 20___ , before me personally came

_____, to me known and known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

_____
*Notary Public*

*Submit form with original signatures*

## ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract? ☐ Yes ☐ No

SUCF Project Number: _____

If yes, identify New York State Business(es) that will be used; (list identifying information below).

_____

_____

_____

_____

_____

(Attach additional identifying information with the bid as required)

By: _____ Date: _____
Signature

Print Name and Title: _____

Contractor Name: _____

Contractor Address: _____

STATE UNIVERSITY CONSTRUCTION FUND
H. Carl McCall SUNY Building 353 Broadway ● Albany, New York 12246

# EO 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor Name: _____

By: _____ Date: _____
Signature

Print Name and Title: _____

Attachment A – List of Completed Similar Construction Projects

**SUCF PROJECT #** **BIDDER**

| | |
|---|---|
| Form Completed By:<br>Date: | Email:<br>Phone Number: |

| | | | |
|---|---|---|---|
| **Project #1** Title | Award Date | Contract Amount | Date Completed |
| Project Description Related to IFB Requirements | | | |
| Agency/Owner & Contact Person | Contact Information - Telephone No. & Email Address | | |
| Were you the prime contractor on this project | Was the contract single bid | | |

# APPENDIX A

For SUCF Project No. 161026-00

**BID BREAKDOWN**

In the spaces provided below, insert the bid amounts for the various divisions listed.

| | **DIVISION OR SECTION** | **AMOUNT** |
|---|---|---|
| 1. | Division 1 - General Requirements | $ _____ |
| 2A. | Division 2 - Asbestos Abatement | $ _____ |
| 2B. | All other Hazardous Materials | $ _____ |
| 2C. | All other Division 2 work | $ _____ |
| 3 | Division 3 - Concrete | $ _____ |
| 4. | Division 4 - Masonry | $ _____ |
| 5. | Division 5 - Metals | $ _____ |
| 6. | Division 6 - Wood, Plastics, and Composites | $ _____ |
| 7. | Division 7 - Thermal and Moisture Protection | $ _____ |
| 8. | Division 8 - Openings | $ _____ |
| 9. | Division 9 - Finishes | $ _____ |
| 10. | Division 10 - Specialties | $ _____ |
| 11. | Division 11 - Equipment | $ _____ |
| 12. | Division 12 - Furnishings | $ _____ |
| 13. | Division 13 - Special Construction | $ _____ |
| 14. | Division 14 - Conveying Systems | $ _____ |
| 15. | Division 21 - Fire Suppression | $ _____ |
| 16. | Division 22 - Plumbing | $ _____ |
| 17. | Division 23 - HVAC | $ _____ |
| 18. | Division 26 - Electrical | $ _____ |
| 19. | Division 27 - Communications & Audiovisual | $ _____ |
| 20A. | Division 28 - Electronic Safety and Security | $ _____ |
| 20B. | Division 28 - Fire Alarm System | $ _____ |
| 21. | Division 31 - Earthwork | $ _____ |
| 22 | Division 32 - Exterior Improvements | $ _____ |
| 23. | Sum of all lines above (**Base Bid)** | $ _____ |
| 24. | Field Order Allowance | $ 2,900,600.00 |
| | **Total Bid** | $ _____ |

1. This breakdown is not the basis for Contractor payment (Agreement Section 4.08).
2. The Total above should equal the amount in the Contractor's bid Proposal.

*Note: Please indicate whether you believe that any information supplied herein is confidential and should be exempt from disclosure under the Freedom of Information Law.*

☐ Yes ☐ No

*If "yes", you must identify the information you feel is confidential by placing an asterisk (*) in front of the appropriate number(s) and you are requested to attach an additional sheet(s) upon which the basis for such claim(s) is explained.*

_____

**Name of Contractor**

# BID BOND

**BOND NO. _____**

KNOW ALL PERSONS BY THESE PRESENTS, that

, having an office at

(hereinafter called the "Principal") and the

a corporation created and existing under the laws of the State of ,
having its principal office at

(hereinafter called the "Surety") are held and firmly bound unto the State University Construction Fund (hereinafter called the "Fund") in the full and just sum of

dollars ($ )
good and lawful money of the United States of America, or in the full and just sum of the difference between the Total Bid of the Principal and the Total Bid of the bidder submitting the next lowest bid, whichever sum shall be higher, for the payment of which said sum of money, well and truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Fund a Proposal for

which Proposal is incorporated herein by reference and made a part hereof as fully and to the same extent as if set forth at length herein;

NOW, THEREFORE, the condition of this obligation is such that in the event (1) the Principal's Total Bid is the lowest one submitted and the Principal timely provides the Post-Bid Information required under Sections 7 and 8 of the Information for Bidders or (2) the Fund shall accept the Proposal of the Principal and the Principal shall enter into a Contract with the Fund in accordance with the terms of such Proposal and/or enter into certain prescribed subcontracts in accordance with the terms of such Proposal and give such Bond or Bonds, proof of insurances, and 120-day Schedule as may be specified in the Bidding or Contract Documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Fund may accept the Proposal of the Principal and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and the Surety has caused this instrument to be signed by its

and its corporate seal to be hereunto affixed this day of 20 .

_____
*Principal*

_____
*By*

(If Corporation, affix corporate seal)

_____
*Surety*

_____
*By*

(If Corporation, affix corporate seal)

**ACKNOWLEDGMENTS**

(ACKNOWLEDGMENT BY PRINCIPAL, UNLESS IT BE A CORPORATION)

STATE OF )
) ss.:
COUNTY OF )

On this _____ day of _____, 20_____ , before me personally came

_____, to me known and known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same.

_____
*Notary Public*

(ACKNOWLEDGEMENT BY CORPORATION)

STATE OF NEW YORK)
COUNTY OF ) SS:

On this _____ day of _____, 20____, before me personally came

_____, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____; that he/she/they is (are) the _____ (president or other officer or director or attorney in fact duly appointed) of the _____ (name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

_____
*Notary Public*
;

(ACKNOWLEDGMENT BY SURETY COMPANY)

STATE OF )
) ss.:
COUNTY OF )

On this _____ day of _____, 20_____, before me personally came

_____, to me known who, being by me

duly sworn, did depose and say that he resides in _____;

that he is the _____ of the _____,
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation and that he signed h name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

_____
Notary Public

## 00 43 13 10 INSTRUCTIONS FOR EXECUTION OF BID BOND

*NOTE: All instructions are numbered in the sequence that they appear on the following Bid Bond sample:*

1. Name of Principal.

1a. Address of Principal.

2. Surety name, address *(Note: Must be authorized to do business in NYS as surety).*

3. Surety's State of incorporation.

4. Surety's principal office.

5. Amount of bid security *(in words and figures* **OR** *"5% of amount of bid").*

6. Correct project designation, including SUCF Project No.

7. "Attorney-in-Fact" *(or other authorized representative)* of Surety.

8. Execution date of Bond.

9. Name of Principal.

10. Original signature of Principal's officer (if corporation); partner (if partnership); or individual owner (facsimile or stamped signature not acceptable). *Note: If Principal's signatory is <u>not</u> a corporate officer, such other authorized representative's capacity to execute the Bond on behalf of Principal must be shown by a duly executed document reflecting the grant of such authority, e.g. by a copy of the appropriate Resolution of the Board of Directors of Principal).*

11. Corporate seal of Principal (if a corporation).

12. Name of Surety.

13. Original signature of Surety's Attorney-in-Fact (or other authorized representative). *Note: Facsimile or stamped signature not acceptable.*

14. Corporate seal of Surety. *Note: If the Bond is executed by <u>joint venture</u>, each member of the joint venture must affix its appropriate name, signature, seal, etc., as listed above. Changes, additions, or deletions in the text of the Fund's Bond form are not acceptable.*

The Bond must also have attached to it: (1) Surety Company's Power of Attorney (naming attorney executing Bond); (2) Surety's Certificate (date to be on or after date of Bond execution); (3) Surety's current Financial Statement (no more than two years old).

Note: On the Surety's Financial Statement, "surplus to policy holders" must be in an amount at least ten (10) times the amount of the bid security (Item "5" on Page BB-1).

# BID BOND

**BOND NO. _____**

KNOW ALL PERSONS BY THESE PRESENTS, that

**-1-**

, having an office at

**-1a-**

(hereinafter called the "Principal") and the

**-2-**

a corporation created and existing under the laws of the State of **-3-** ,
having its principal office at

**-4-**

(hereinafter called the "Surety") are held and firmly bound unto the State University Construction Fund (hereinafter called the "Fund") in the full and just sum of

**-5-**

dollars ($ )
good and lawful money of the United States of America, or in the full and just sum of the difference between the Total Bid of the Principal and the Total Bid of the bidder submitting the next lowest bid, whichever sum shall be higher, for the payment of which said sum of money, well and truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Fund a Proposal for

**-6-**

which Proposal is incorporated herein by reference and made a part hereof as fully and to the same extent as if set forth at length herein;

NOW, THEREFORE, the condition of this obligation is such that in the event (1) the Principal's Total Bid is the lowest one submitted and the Principal timely provides the Post-Bid Information required under Sections 7 and 8 of the Information for Bidders or (2) the Fund shall accept the Proposal of the Principal and the Principal shall enter into a Contract with the Fund in accordance with the terms of such Proposal and/or enter into certain prescribed subcontracts in accordance with the terms of such Proposal and give such Bond or Bonds, proof of insurances, and 120-day Schedule as may be specified in the Bidding or Contract Documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Fund may accept the Proposal of the Principal and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and the Surety has caused this instrument to be signed by its **-7-**

and its corporate seal to be hereunto affixed this day of **-8-** 20 .

**-9-**

_____
*Principal*

**-10-**

_____
*By*

(If Corporation, affix corporate seal) **-11-**

**-12-**

_____
*Surety*

**-13-**

_____
*By*

(If Corporation, affix corporate seal) **-14-**

# INSTRUCTIONS FOR EXECUTION OF ACKNOWLEDGMENTS

*NOTE: All instructions are numbered in the sequence that they appear on the following Acknowledgment sample:*

Acknowledgment by Individual Principal:

1. State where executed.
2. County where executed.
3. Date of execution.
4. Month of execution.
5. Year of execution.
6. Name of Individual Principal.
7. Original signature of Notary before whom Acknowledgment is signed. *NOTE: Facsimile or stamped signature not acceptable.*
8. Attach stamp or seal of Notary, showing (current) date of expiration of commission.

Acknowledgment by Corporate Principal:

1. State where executed.
2. County where executed.
3. Date of execution.
4. Month of execution.
5. Year of execution.
6. Name of Principal's Corporate Officer (or authorized representative).
7. Residence of Principal's Corporate Officer (or authorized representative).
8. Title of Corporate Officer (or authorized representative).
9. Full name of Principal.
10. Original signature of Notary before whom Acknowledgment is signed. *NOTE: Facsimile or stamped signature not acceptable.*
11. Attach stamp or seal of Notary, showing (current) date of expiration of commission.

Acknowledgment By Surety:

1. State where executed.
2. County where executed.
3. Date of execution.
4. Month of execution.
5. Year of execution.
6. Name of Surety's Attorney-in-Fact (or authorized representative).
7. Residence of Surety's Attorney-in-Fact (or authorized representative).
8. "Attorney-in-Fact" (or other authorized representative) of Surety.
9. Full name of Surety.
10. Original signature of Notary before whom Acknowledgment is signed. *NOTE: Facsimile or stamped signature not acceptable.*
11. Attach stamp or seal of Notary showing (current) date of expiration of commission.

NOTE: The date of all Acknowledgments must be on or after the date of execution of the Bond (Item "8" on page BB-1).

# ACKNOWLEDGMENTS

(ACKNOWLEDGMENT BY PRINCIPAL, UNLESS IT BE A CORPORATION)

STATE OF **-1-**)
) ss.:
COUNTY OF **-2-**)

On this **-3-** day of **-4-**, 20**-5-** , before me personally came **-6-**, to me known and known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same.

**-7-**
*Notary Public*

**-8-**

(ACKNOWLEDGMENT BY PRINCIPAL, IF A CORPORATION)

STATE OF **-1-**)
) ss.:
COUNTY OF **-2-**)

On this **-3-** day of **-4-**, 20**-5-** , before me personally came **-6-**, to me known who, being by me duly sworn, did depose and say that he resides in **-7-**;

that he is the **-8-** of the **-9-**, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation and that he signed h name thereto by like order.

**-10-**
*Notary Public*

**-11-**

(ACKNOWLEDGMENT BY SURETY COMPANY)

STATE OF **-1-**)
) ss.:
COUNTY OF **-2-**)

On this **-3-** day of **-4-**, 20**-5-**, before me personally came **-6-**, to me known who, being by me duly sworn, did depose and say that he resides in **-7-**;

that he is the **-8-** of the **-9-**, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation and that he signed h name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

**-10-**
*Notary Public*

# State University Construction Fund
# AGREEMENT

This Agreement made as of the day of X, 20XX, by and between the State University Construction Fund, whose address is The H. Carl McCall SUNY Building, 353 Broadway, Albany, New York 12246, hereinafter referred to as the "Fund", and

hereinafter referred to as the "Contractor".

**WITNESSETH:**

The parties hereto agree that the Contractor shall (a) furnish and perform all work of every kind required and all other things necessary to complete in the most substantial and workmanlike manner the construction of

SUCF Project:

at the

in strict accordance with the Contract Documents;

(b) complete all work necessary for substantial completion by or within , starting after receipt of the Notice to Proceed,

*[INSTRUCTIONS: Identify substantial completion date above utilizing only one method.]*

or within the time to which such completion may have been extended in accordance with the Contract Documents; (c) in the event it fails to substantially complete all the work on time, pay to the Fund liquidated damages in the amount of

dollars

for each calendar day of delay of substantially completing all the work; and (d) do everything required by the Contract; subject, however, to the terms, provisions and conditions listed hereinafter.

## Article I
## General Provisions

Section 1.01 **Definitions**

Where the following words and expressions are used in the Contract Documents it is understood that they have the meaning set forth as follows:

| | |
|---|---|
| Allowance | Any and all work and materials which may be required of the Contractor in performing work set forth under one or more allowances to this Contract shall be Work, as defined herein, which shall be performed in accordance with the base schedule for the performance of the Contractor's Work. Contractor shall not be entitled to an extension of time for the performance of an allowance or all allowances. |
| Consultant | The Architect or Engineer named in the Notice to Bidders or such other person or firm designated by the Fund to provide general administration of the Contract and inspection of the work. |
| Bidding Documents | Notice to Bidders, Information for Bidders and Proposals |
| Bonds | Performance Bond and Labor and Material Bond |
| Delay | For purposes of this document and as used herein and in any other contract documents between the Contractor and the Fund the word "delay" shall be interpreted broadly and shall include by way of example only and not by way of limitation: delay, disruption, interference, inefficiencies, impedance, hindrance, acceleration, resequencing, schedule impacts, lack of timeliness by the Fund and/or Consultant, and lack of coordination, cumulative impact of multiple change orders, delay and other impacts. |
| Contract or Contract | The Agreement, Bonds, Specifications, Project Manual, Drawings, Addenda |

| | |
|---|---|
| Documents | issued prior to the opening of bids and Change Orders issued after award of the Contract. |
| Fund or Owner | State University Construction Fund |
| Notice of Award | Letter of Intent |
| Project | The facility or facilities to be constructed including all usual, appropriate and necessary attendant work shown on, described in or mentioned in the Contract. |
| Site | The area within the Contract limit lines, as shown on the Drawings, and all other areas upon which the Contractor is to perform work. |
| Substantial Completion | Substantial Completion is the completion of Work so that the Project can be fully occupied and used for the purposes for which it is intended. Substantial Completion includes: (1) completion of all work required for the issuance of a code compliance certificate, or a temporary approval for occupancy, completed in a manner that includes no uncorrected deficiency or material violation of the Building Code of New York State within the area or work for which the certificate is to be issued; (2) completion of all building systems and functional testing of said systems (other than tests that cannot be performed due to the seasonal environmental conditions in effect at the time of completion); (3) acceptance and approval of the Operating Instructions and Manuals and Training of Campus Personnel; and (4) the sum of values determined for Punch List work at the time of Substantial Completion shall not exceed one (1) percent of the amount of the Contract consideration unless otherwise agreed to by the Fund. |
| Work | The using, performing, installing, furnishing and supplying of all materials, equipment, labor, services and incidentals necessary or proper for or incidental to the successful completion of the Project and the carrying out of all duties and obligations imposed upon the Contractor by the Contract. |

**Section 1.02 Captions**

The titles or captions of Articles and Sections of the Contract are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof or of the Contract or in any way affect the Contract.

**Section 1.03 Nomenclature**

Materials, equipment or other work described in words and abbreviations which have a well-known, technical or trade meaning shall be interpreted as having such meaning in connection with the Contract.

**Section 1.04 Entire Agreement**

The Contract constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified, or altered in any manner except by an instrument in writing executed by the parties hereto.

**Section 1.05 Successors and Assigns**

The Contract shall bind the successors, assigns and representatives of the parties hereto.

**Section 1.06 Accuracy and Completeness of Contract Documents**

(1) The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include all materials, plant, equipment, tools, skill and labor of every kind necessary for the proper execution of the work and also those things which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

(2) The Contract Documents contemplate a finished piece of work of such character and quality as is reasonably inferable from them. The Contractor acknowledges that the Contract consideration includes sufficient money allowance to make its work complete and operational and in compliance with good practice and it agrees that inadvertent minor discrepancies or omissions or the failure to show details or to repeat on any part of the Contract Documents the figures or notes given on another shall

not be the cause for additional charges or claims. In case of a conflict between any part or parts of the Contract Documents with any other part or parts thereof, as contrasted to an omission or failure to show details or to repeat on any part of the Contract Documents the figures or notes given on another part thereof, the following shall be given preference, in the order hereinafter set forth, to determine what work the Contractor is required to perform: (a) Addenda (later dates to take preference over earlier dates); (b) Amendments to Agreement; (c) Agreement; (d) Specifications; (e) Schedules; (f) Large scale detail Drawings (detail drawings having a scale of 3/4" and over); (g) Large scale plan and section Drawings (plan and section drawings having a scale equal to or larger than that used for the basic floor or site plan, as the case may be); (h) Small scale detail Drawings (detail drawings having a scale of less than 3/4"); and (i) Small scale plan and section Drawings (plan and section drawings having a scale less than that used for the basic floor or site plan, as the case may be). In the event of such a conflict between or among parts of the Contract Documents that are entitled to equal preference, the more expensive way of doing the work, the better quality or greater quantity of material shall govern unless the Fund otherwise directs.

**Section 1.07 Organization of Contract Documents**

The Specifications and Drawings are generally divided into trade sections for the purpose of ready references, but such division is arbitrary and such sections shall not be construed as the prescription by the Consultant or the Fund of the limits of the work of any subcontractor or as a determination of the class of labor or trade necessary for the fabrication, erection, installation or finishing of the work required. The Contractor will be permitted to allot the work of subcontractors at its own discretion regardless of the grouping of the Specifications and Drawings. It shall be the Contractor's responsibility to settle definitively with each subcontractor the portions of the work which the latter will be required to do. The Fund and the Consultant assume no responsibility whatever for any jurisdiction claimed by any of the trades involved in the work.

**Section 1.08 Furnishing of Contract Documents**

The Fund shall establish the format for the Contract Documents (hard copy and/or electronic media) at the start of the Project. The Contractor shall be furnished, free of charge, with two (2) copies of the Specifications and Drawings in the selected format(s). Any other copies of the Specifications and Drawings which the Contractor may desire can be obtained at the Contractors expense.

**Section 1.09 Examination of Contract Documents and Site**

By executing the Contract, the Contractor agrees that it has carefully examined the Contract Documents together with the site of the proposed work as well as its surrounding territory; that it is fully informed regarding all the conditions affecting the work to be done and the labor and materials to be furnished for the completion of the Contract; and that its information has been acquired by personal investigation and research and not in the estimates and records of the Fund.

**Section 1.10 Invalid Provisions**

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

**Section 1.11 No Collusion or Fraud**

The Contractor hereby agrees that the Contract was secured without collusion or fraud and that neither any officer nor any employee of the Fund has or shall have a financial interest in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

**Section 1.12 Notices**

(1) All notices permitted or required hereunder shall be in writing and shall be transmitted either:

a. via certified or registered United States mail, return receipt requested;
b. by personal delivery;
c. by expedited delivery service; or
d. by email if actually received by the Fund. Contractor bears the burden of service by email and receipt of email by the Fund.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

**The State University Construction Fund**
Name:
Title: Project Coordinator
The H. Carl McCall SUNY Building
353 Broadway, Albany, NY 12246
Telephone Number:
E-mail address:

**Contractor**
Company Name:
Designated Contact Name:
Contact Title: Project Manager
Address:
Telephone Number:
E-mail Address:

(2) Any such notice shall be deemed to have been given either at the time of personal delivery or actual receipt by the Fund, or in the case of email, upon receipt by the Fund.

(3) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

**Section 1.13 Singular-Plural; Male-Female**

As used in the Contract Documents, the singular of any word or designation, whenever necessary or appropriate, shall include the plural and vice versa, and the masculine gender shall include the female and neutral genders and vice versa.

## Article II
## Contract Administration and Conduct

**Section 2.01 Consultant's Status**

(1) The Consultant, as the Fund's representative, shall provide general administration of the Contract and inspection of the work. The Consultant will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Consultant's duties, services and work shall in no way supersede or dilute the Contractor's obligation to perform the work in conformance with all Contract requirements, but it is empowered by the Fund to act on its behalf with respect to the proper execution of the work and to give instructions and/or direction when necessary to require such corrective measures as may be necessary, in its professional opinion, to insure the proper execution of the Contract or to otherwise protect the Fund's interest.

(2) The Consultant shall have the authority to stop the work or to require and/or direct the prompt execution thereof whenever such action may be necessary, in its professional opinion, to insure the proper execution of the Contract or to otherwise protect the interests of the Fund.

(3) Except as otherwise provided in the Contract, the Consultant shall determine the amount, quality, acceptability, fitness and progress of the work covered by the Contract and shall decide all questions of fact which may arise in relation to the interpretation of the plans and Specifications, the performance of the work and the fulfillment by the Contractor of the provisions of the Contract. The Consultant shall in the first instance be the interpreter of the provisions of the Contract and the judge of its performance and it shall use its power under the Contract to enforce its faithful performance.

**Section 2.02 Finality of Decisions**

(1) Any decision or determination of the Consultant under the provisions of the Contract shall be final, conclusive and binding on the Contractor unless the Contractor shall, within ten (10) working days after such decision, make and deliver to the Fund a verified written statement of its contention that the decision of the Consultant is contrary to a provision of the Contract. The Fund shall thereupon determine the validity of the Contractor's contention. Pending decision by the Fund, the Contractor shall proceed in accordance with the Consultant's decision.

(2) Wherever it is provided in the Contract Documents that an application must be made to the Fund and/or determination made by the Fund, the Fund's decision on such application and/or its determination under the Contract Documents shall be final, conclusive and binding upon the Contractor unless the Contractor, within ten (10) working days after receiving notice of the Fund's decision or determination, files a written statement with the Fund and the Consultant that it reserves its rights in connection with the matters covered by said decision

or determination and after a court of competent jurisdiction determines the Fund's said decision or determination to be fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, in an action brought in accordance with Section 4.24.

**Section 2.03 Claims and Disputes**

(1) If the Contractor claims (i) that any work it has been ordered to do is extra work or (ii) that it has performed or is going to perform extra work or (iii) that any action or omission of the Fund or the Consultant is contrary to the terms and provisions of the Contract, it shall:

a. Promptly comply with such order;

b. Notwithstanding the provisions of Section 1.12 of the Agreement and any other provisions of the Contract documents to the contrary, file with the Fund and the Consultant, within five (5) working days after being ordered to perform the work claimed by it to be extra work or within five (5) working days after commencing performance of the extra work, whichever date shall be the earlier, or within five (5) working days after the said action or omission on the part of the Fund or the Consultant occurred, a written notice of the basis of its claim and request a determination thereof,

c. Notwithstanding the provisions of Section 1.12 of the Agreement and any other provisions of the Contract documents to the contrary, file with the Fund and the Consultant, within thirty (30) calendar days after said alleged extra work was required to be performed or said alleged extra work was commenced, whichever date shall be the earlier, or said alleged action or omission by the Fund or the Consultant occurred, a verified detailed statement, with documentary evidence, of the items and basis of its claim, including an initial and updated detailed Time Progress Schedule,

d. Produce for the Fund's examination, upon notice from the Fund, such information and documentation as directed by the Fund, which shall include but not be limited to job cost reports and all estimates and documentation used to develop the Bid Proposal, all its books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and cancelled checks, showing all of its actions and transactions in connection with or relating to or arising by reason of its claim, and submit persons in its employment and in its subcontractors' employment for examination under oath by any person designated by the Fund to investigate any claims made against the Fund under the Contract, such examination to be made at the offices of the Contractor; and

e. Proceed diligently, pending and subsequent to the determination of the Fund with respect to any such disputed matter, with the performance of the Contract and in accordance with all instructions of the Fund and the Consultant.

(2) The Contractor's failure to comply with any or all parts of subdivision b, c and d of paragraph (1) of this Section shall be deemed to be: (i) a conclusive and binding determination on its part that said order, work, action or omission does not involve extra work and is not contrary to the terms and provisions of the Contract; and (ii) a waiver by the Contractor of all claims for additional compensation or damages as a result of said order, work, action or omission. The provisions of subdivision b, c and d of paragraph (1) of this Section are for the purpose of enabling the Fund to avoid waste of public funds by affording it promptly the opportunity to cancel or revise any order, change its plans, mitigate or remedy the effects or circumstances giving rise to a claim or take such other action as may seem desirable and to verify any claimed expenses or circumstances as they occur. Compliance with such provisions is essential whether or not the Fund is aware of the circumstances of any order or other circumstances which might constitute a basis for a claim and whether or not the Fund has indicated it will consider a claim in connection therewith.

(3) The Contractor's failure to submit and maintain a Time Progress Schedule in accordance with Section 3.02 of the Agreement shall be deemed to be a waiver by the Contractor of all claims for additional time, compensation or damages as a result of any condition which is an alleged cause of delay in the completion of the work. The Schedule of Record, regularly updated and submitted at required durations in accordance with the provisions of the General Requirements, Section paragraph titled "Project Schedule": (i) informs the Fund and affords it promptly of regular opportunities to change its plans or mitigate or remedy the effects or circumstances giving rise to a claim of delay in the completion of the work or take such other action as may seem desirable to verify any claimed circumstances as they occur; and (ii) forms a record which becomes the basis of the Fund's verification of an alleged cause of delay in the completion of the work.

(4) No person has power to waive or modify any of the foregoing provisions and, in any action against the Fund to recover any sum in excess of the sum certified by the Fund to be due under or by reason of the Contract, the Contractor must allege in its complaint and prove at the trial compliance with the provisions of this Section.

(5) Nothing in this Section shall in any way affect the Fund's right to obtain an examination before trial or a discovery and inspection in any action that might be instituted by or against the Fund or the Contractor.

**Section 2.04 Omitted Work**

The Fund reserves the right at any time during the progress of the work to delete, modify or change the work covered by the Contract, by a Change Order or Field Order thereto providing for either a reduction or omission of any portion of the work, without constituting grounds for any claim by the Contractor for allowances for damages or for loss of anticipated profits and in such event a deduction shall be made from the Contract consideration, the amount of which is to be determined in accordance with the provisions of Section 4.02 or 4.05A of the Agreement.

**Section 2.05 Extra Work**

(1) The Fund reserves the right at any time during the progress of the work to add, modify or change the work covered by the Contract by Change Order or Field Order or as otherwise required by the Fund thereto providing for extra work of either a qualitative or quantitative nature and in such event the Contract consideration may be increased by an amount to be determined in accordance with the provisions of Sections 4.02 and 4.05A of the Agreement and the completion date for all or any part of the work may be extended for such period of time as may be determined by the Fund as necessary, because of the extra work, to complete the work or any part thereof.

(2) Nothing in the Contract Documents shall excuse the Contractor from proceeding with the extra work as directed. The terms and conditions of the Contract Documents shall be fully applicable to all extra work.

(3) The Contractor shall have no claim for extra work or an extension of time if the performance of such work, in the judgment of the Consultant, is made necessary or desirable because of any act or omission of the Contractor which is not in accordance with the Contract.

(4) Notwithstanding the provisions of Section 2.02 of the Agreement and any other provisions of the Contract Documents to the contrary, an officer of the Fund, after conferring with the Consultant, shall have the right to overrule a determination or decision of the Consultant, that relates to whether certain work is included in the Contract Documents or is extra work, which he or she believes is incorrect; in the event an officer exercises such right, his or her determination or decision shall be final, conclusive and binding upon the Contractor and the Fund unless the same shall be determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith.

**Section 2.06 Contractor to Give Personal Attention**

(1) The Contractor shall give its constant personal attention to all the work while it is in progress and shall place the work in charge of a competent and reliable full-time superintendent acceptable to the Consultant and the Fund who shall have authority to act for the Contractor and who shall be accountable to the Consultant to the extent provided in the Contract. Unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in its employ, such superintendent shall not be changed without the written permission of the Consultant and the Fund.

(2) When the Contractor and its superintendent are temporarily absent from the site of the work, the Contractor or its superintendent shall designate a responsible supervisory employee, approved by the Consultant and the Fund, to receive such orders as the Consultant or its representative may give. At no time shall any work be conducted on the site in the absence of an individual present who has been so designated by the Contractor or its superintendent as having authority to receive and execute instructions given by the Consultant or its representative.

(3) If the superintendent, project manager or other supervisory employees are not satisfactory to the Fund, the Contractor shall, if directed by the Fund, immediately replace such supervisory employees with other supervisory employees acceptable to the Consultant and the Fund. Such replacement and all related impacts shall be at no additional cost to the Fund.

**Section 2.07 Employment of Workers**

The Contractor shall at all times employ competent and suitable workers and equipment which shall be sufficient to prosecute all the work to full completion in

a disciplined orderly manner and in accordance with the Time Progress Schedule and the contractually required time of performance. All workers engaged in special or skilled work shall have had sufficient experience in such work to properly and satisfactorily perform the same. Should the Consultant deem any employee of the Contractor or any subcontractor incompetent, careless, insubordinate or otherwise objectionable or whose continued employment on the work is deemed by the Consultant to be contrary to the public interest, it shall so advise the Contractor and the latter shall dismiss or shall cause the subcontractor, if such employee is employed by the latter, to dismiss such employee and such employee shall not again be employed on the work to be performed under the Contract without obtaining the prior written approval of the Consultant.

**Section 2.08 Detailed Drawings and Instructions**

Upon timely notice from the Contractor that supplementary information is required, the Consultant shall furnish additional instructions, by means of Drawings or otherwise, necessary for the proper execution of the work. All such Drawings and instructions shall be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom. The work shall be executed in conformity therewith and the Contractor shall do no work without proper Drawings and/or instructions.

**Section 2.09 Contract Documents to Be Kept at Site**

The Contractor shall keep at the site of the work a copy of the Drawings and Specifications and shall at all times give the Consultant and the Fund access thereto.

**Section 2.10 Permits and Building Codes**

The Contractor shall obtain from the proper authorities all permits legally required to carry on its work, pay any and all taxes and fees legally required and shall be responsible for conducting its operations in accordance with the provisions of such permits. Except as otherwise expressly provided in the Contract Documents, all of the work covered by this Contract which is to be performed on property owned by the State University of New York is not subject to the building code of any city, county or other political subdivision of the State of New York. It is, however, subject to the provisions of the Building Code of New York State and the applicable Federal and State health and labor laws and regulations.

**Section 2.11 Surveys**

(1) From the data shown on the Drawings and identified at the site by the Consultant, a licensed surveyor, to be designated and paid for by the Fund, shall establish one (1) fixed benchmark and one (1) fixed base line at the site. The Contractor shall work from the benchmarks and base lines shown on the Drawings, identified at the site by the Consultant and established at the site by the aforesaid surveyor and shall establish such supplementary bench marks and base lines that are required in order for it to lay out the work. The Contractor shall be responsible for all measurements that may be required for execution of the work to the exact position and elevation as prescribed in the Specifications, shown on the Drawings, or as the same may be modified at the direction of the Consultant to meet changed conditions or as a result of modifications to the work covered by the Contract.

(2) The Contractor shall furnish at its own expense such stakes and other required equipment, tools and materials, and all labor as may be required in laying out any part of the work. If, for any reason, monuments are disturbed, it shall be the responsibility of the Contractor to reestablish them, without cost to the Fund, as directed by the Consultant. The Consultant may require that construction work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking completed work or the work in progress.

(3) In all multiple-story construction, the Contractor shall establish and maintain line marks at each floor level and grade marks four (4) feet above the finished floor at each floor level.

**Section 2.12 Site Conditions**

(1) The Contractor acknowledges that it has assumed the risk and that the Contract consideration includes such provision as it deems proper for all physical conditions and subsurface conditions as it could reasonably anticipate encountering from the provisions of the Contract Documents, borings, rock cores, topographical maps and such other information as the Fund or the Consultant made available to it prior to the Fund's receipt of bids or from its own inspection and examination of the site prior to the Fund's receipt of bids.

(2) In the event that the Contractor encounters subsurface physical conditions or other latent physical conditions at the site differing substantially from those shown on or described or indicated in the Contract Documents and which could not have been reasonably anticipated from the aforesaid information made available by the Fund or the Consultant or from the Contractor's aforesaid inspection and examination of the site, it shall give immediate notice to the Consultant of such conditions before they are disturbed. The Consultant will thereupon promptly investigate the conditions and, if it finds that they do substantially differ from that which should have been reasonably anticipated by the Contractor, it shall make such changes in the Drawings and Specifications as may be necessary and a Change Order or Field Order may be issued, the amount of which shall be determined in accordance with the provisions of Sections 4.02 and 4.05A, to reflect any increase or decrease in the cost of, or the time required for, performance of the Contract as a result of any of the aforesaid changes made by the Consultant and/or as a result of such unanticipated subsurface conditions.

**Section 2.13 Right to Change Location**

When additional information regarding the subsurface conditions becomes available to the Fund as a result of the excavation work, further testing or otherwise, it may be found desirable to change the location, alignment, dimensions or grades to conform to such conditions. The Fund reserves the right to make such reasonable changes in the work as, in its opinion, may be considered necessary or desirable; such changes and any adjustments in the Contract consideration as a result thereof are to be made in accordance with the provisions of Sections 2.04, 2.05 4.02 and 4.05A of the Agreement.

**Section 2.14 Unforeseen Difficulties**

Except as otherwise expressly provided in Section 2.12 of the Agreement and in other Sections of the Contract Documents, the Contractor acknowledges that it has assumed the risk and that the Contract consideration includes such provisions as it deems proper for any unforeseeable obstacles or difficulties which it may encounter in the performance of the work.

**Section 2.15 Moving Materials and Equipment**

Should it become necessary, in the judgment of the Consultant, at any time during the course of the work to move materials which are stored on the site and equipment which has been temporarily placed thereon, the Contractor upon request of the Consultant shall move them or cause them to be moved at its sole cost and expense; provided, however, if materials and equipment that have been stored or placed by the Contractor at a location on the site expressly approved, in writing, by the Consultant and the same are moved or caused to be moved by the Contractor at the Consultant's request, such removal shall be deemed extra work and the Contractor shall be compensated therefor in accordance with the provisions of Sections 4.02 and 4.05A of the Agreement.

**Section 2.16 Other Contracts**

(1) Prior to and during the progress of the work hereunder the Fund reserves the right to let or permit the letting of other contracts relating to the Project or in connection with work on sites within the Contract limit lines or adjoining or adjacent to that on which the work covered by this Contract is to be performed. In the event such other contracts are let, or have previously been let, the Contractor and such other contractors shall coordinate their work with each other, arrange the sequence of their work to conform with the progressive operation of all the work covered by such contracts and afford each other reasonable opportunities for the introduction and storage of their materials, supplies and equipment and the execution of their work. If the Contractor or such other contractors contend that their work or the progress thereof is being interfered with by the acts or omissions of the other or others or that there is a failure to coordinate or properly arrange the sequence of the work on the part of the Contractor or such other contractors, they shall, within five (5) working days of the commencement of such interference or failure of coordination or failure to perform work in proper sequence, give written notification to the Fund and the Consultant of such contention. Upon receipt of such notification or on its own initiative, the Consultant shall investigate the situation and issue such instructions to the Contractor or such other contractors with respect thereto as it may deem proper. The Consultant shall determine the rights of the Contractor and of such other contractors and the sequence of work necessary to expedite the completion of all work covered by this Contract in relation to the work covered by said other contracts.

(2) The Contractor agrees that it has and will make no claim for damages against the Fund by reason of any act or omission to act by any other contractor or in connection with the Consultant's or Fund's acts or omissions to act in connection with such other contractor, but the Contractor shall have a right to recover such damages from the other contractors.

(3) Not Used.

(4) If the proper and accurate performance of the work covered by the Contract depends upon the proper performance and execution of work not included herein or depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Consultant any defects in such work that render it unsuitable for proper execution and results. Its failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the work covered by the Contract, except as to latent defects which may be discovered thereafter.

**Section 2.17 Inspection and Testing**

(1) All materials and workmanship shall be subject to inspection, examination and testing by the Consultant and the Fund at all times during the performance of the work and at all places where the work is carried on. Except as otherwise herein specified, the Fund shall pay for the cost of inspection, examination and testing by the Consultant or the Fund. If, however, the tests prove that the materials and/or work tested do not meet the requirements of the Contract, then the entire cost of such tests and any additional testing and or inspections required until the work is deemed compliant is to be borne by the Contractor. The Consultant will have the right to reject defective material and workmanship furnished by the Contractor or require its correction. The Contractor, without charge therefor, shall satisfactorily and promptly correct all rejected work and replace all rejected material with proper material.

(2) The Contractor shall promptly segregate and remove from the site of the work all rejected material and work. If the Contractor shall fail to proceed at once with the replacing of rejected material and/or correction of defective workmanship, the Fund may, by contract or otherwise, replace such material and/or correct such workmanship, and charge the costs thereof to the Contractor or it may cancel the Contract and terminate the Contractor's employment as provided in the Agreement.

(3) The Contractor, without additional charge, shall promptly furnish all reasonable facilities, labor materials and equipment with associated operators necessary for the safe and convenient access, inspection and testing that may be required by the Consultant or the Fund.

(4) If the Contract Documents or the Consultant's instructions or the applicable laws, ordinances or regulations of any governmental authority require any part of the work covered by the Contract to be specially tested or inspected, the Contractor shall give the Consultant timely notice of its readiness for such testing or inspection or, if the same is to be performed by a governmental authority, of the date fixed therefor. If any such work, without the written permission of the Consultant, should be covered up prior to such testing or inspection, the Contractor, at its sole cost and expense must, if directed by the Consultant, uncover the same for testing or inspection and reconstruct same after the tests or inspection are conducted. All certificates of inspection or testing, involving the Contractor's work, required to be obtained from governmental authorities are to be secured by the Contractor at its sole cost and expense.

(5) Should it be considered necessary or advisable by the Consultant at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor, upon request, shall furnish all necessary facilities, labor and material to perform such examination. If the work subject to such examination is found to be defective or nonconforming in any manner due to the fault of the Contractor or any of its subcontractors, such uncovering or destruction and necessary reconstruction, even though such includes work not covered in the Contract, shall be at the expense of the Contractor. If, however, such work after testing and examination is found to be satisfactory, the Fund will pay the Contractor the cost of such uncovering or destruction and reconstruction, such cost to be determined as in the case of extra work as provided in Sections 4.02 and 4.05A.

(6) Inspection of material and furnished articles to be incorporated in the work may be made at the place of production, manufacture or shipment unless otherwise stated herein. The inspection of material and workmanship for final acceptance as a whole or in part will be made at the site of the work.

**Section 2.18 Subcontractors**

(1) Except for subcontractors designated by the Fund, or required to be named at any earlier date, pursuant to the provisions of the Information for Bidders, within thirty (30) calendar days after receipt of the Notice to Proceed, the Contractor must submit a written statement to the Consultant giving the name and address of all proposed subcontractors. Said statement must contain a description of the portion of the work and materials which the proposed

subcontractors are to perform and furnish and any other information tending to prove that the proposed subcontractors have the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and provisions of the Contract Documents.

(2) If the Consultant finds that the proposed subcontractors are qualified, it will so notify the Contractor within ten (10) working days after receipt of the aforesaid information. If the determination is to the contrary, however, the Consultant within such period will notify the Contractor of such determination and the latter, unless it decides to do such work itself and is qualified, in the Consultant's opinion, to do such work, must, within ten (10) working days thereafter, submit similar information with respect to other proposed subcontractors.

(3) The Consultant's approval of a subcontractor and/or the Fund's designation of a subcontractor pursuant to the provisions of the Contract Documents shall not relieve the Contractor of any of its responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible to the Fund for the acts or defaults of such subcontractors and of such subcontractors' officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract.

(4) The Contractor shall be fully responsible for the administration, integration, coordination, direction and supervision of all of its subcontractors and of all work and it shall check all space requirements of the work and coordinate and adjust the same so that conflicts in space do not occur in the work being performed by it with its own employees and with the work being performed by its subcontractors and so that all equipment, piping, wiring, etc., can be installed, where possible, in the spaces allowed for same.

(5) No subcontractor shall be permitted to work at the site until: (a) it has furnished satisfactory evidence to the Consultant of the insurance required by law; (b) in the case of a Project involving a federal grant, it has furnished satisfactory evidence to the Consultant of the same type and amount of liability insurance as that required of the Contractor by Section 5.06 of the Agreement; and (c) except for subcontractors designated by the Fund pursuant to the provisions of the Information for Bidders, it has been approved by the Consultant.

(6) Within ten (10) working days after the Contractor receives payment from the Fund on account of a progress payment application for the percentage of the work done, it shall pay each of its subcontractors the sum contained in said payment for the percentage of said subcontractor's work, less the same amount retained therefrom by the Fund under the terms of the Contract Documents or in consequence of any legal proceedings or statutory liens, and less any amounts due the Contractor under the subcontract for work not performed or not properly or timely performed by the subcontractor. In the event any subcontractor is not paid by the Contractor, the former should immediately notify the Fund of such fact.

(7) The Contractor shall execute with each of its subcontractors and shall require all subcontractors to execute with their sub-subcontractors a written agreement which shall bind the latter to the terms and provisions of this Contract insofar as such terms and provisions are applicable to the work to be performed by such subcontractors. The Contractor shall require all subcontractors and sub-subcontractors to promptly, upon request, file with the Consultant and the Fund a conformed copy of such agreements, from which the price and terms of payment may be deleted.

(8) If for sufficient reason, at any time during the progress of the work to be performed hereunder, the Consultant determines that any subcontractor or sub-subcontractor is incompetent, careless, or uncooperative, the Consultant will notify the Contractor accordingly and immediate steps will be taken by the Contractor for cancellation of such subcontract or sub-subcontract. Such termination, however, shall not give rise to any claim by the Contractor or by such subcontractor or sub-subcontractor for loss of prospective profits on work unperformed and/or work unfurnished and a provision to that effect shall be contained in all subcontracts and sub-subcontracts.

(9) No provisions of this Contract shall create or be construed as creating any contractual relation between the Fund and any subcontractor or sub-subcontractor or with any person, firm or corporation employed by, contracted with or whose services are utilized by the Contractor.

**Section 2.19 Shop Drawings and Samples**

(1) The Contractor in accordance with the approved Shop Drawing, Submittal, Mockup, and Sample schedules and with such promptness and in such sequence as to cause no delay in the work, shall submit for the Consultant's approval all Shop Drawings and Samples called for under the Contract or requested by the Consultant.

(2) Shop Drawings and mock-ups shall establish the actual detail of the work, indicate proper relation to adjoining work, amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions. Shop drawings include drawings, diagrams, schedules, product data and other information or materials specially prepared for the work by the Contractor to illustrate some portion of the work. Product data include standard illustrations, schedules, performance charts, instructions, brochures, diagrams and other information identified by the Contractor to illustrate materials or equipment for some portion of the work.

(3) All Shop Drawings, mock-ups and samples shall be thoroughly checked by the Contractor for compliance with the Contract Documents before submitting them to the Consultant for approval and all Shop Drawings shall bear the Contractor's recommendation for approval. Any Shop Drawings submitted without this stamp of approval and certification, and Shop Drawings which, in the Consultant's opinion, are incomplete, contain numerous errors or have not been checked or only checked superficially, will be returned unchecked by the Consultant for resubmission by the Contractor. In checking Shop Drawings, the Contractor shall verify all dimensions and field conditions and shall check and coordinate the Shop Drawings of any section or trade with the requirements of all other sections or trades whose work is related thereto, as required for proper and complete installation and sequence of the work.

(4) Samples must be of sufficient size or number to show the quality, type, range of color, finish and texture of the material. Each Sample shall be properly labeled to show the nature of the material, trade name of manufacturer, name and location of the work where the material represented by the Sample is to be used and the name of the Contractor submitting the Sample. Transportation charges to the Consultant must be prepaid on Samples forwarded to it.

(5) At the start of the Project, the format for submittals shall be established by the Fund. If an electronic method is selected for the submission and approval of submittals, the Contractor shall provide submittals in a PDF format and the Consultant will return the submittals in electronic format to the Contractor. For both hard-copy and electronic submittal formats, all submittals that require physical samples or mock-ups shall be provided in accordance with the requirements set forth in the Contract Specifications. Shop Drawings and Samples, submitted by the Contractor in accordance with the approved Shop Drawing and Sample schedule that is included in the Time Progress Schedule, will be reviewed by the Consultant within fifteen (15) working days and if satisfactory will be approved. A Shop Drawing, when approved, will be returned to the Contractor. If not satisfactory, the Drawings and Samples will be appropriately marked and returned to the Contractor for correction thereof, in which event the Contractor shall resubmit to the Consultant a corrected copy of the Shop Drawing or a new Sample, as the case may be. The Contractor shall make any correction required by the Consultant and shall appropriately note any changes or revisions on the Shop Drawing, dated to correspond with the date of the Consultant's request for the change. Upon approval of the Shop Drawing by the Consultant, the Contractor shall promptly furnish to the Consultant as many copies thereof as the Consultant may reasonably request. Should more than two (2) separate reviews of any required shop drawings or samples submitted be necessary, in the judgement of the Consultant and the Fund, the Contractor shall be responsible for the reasonable costs incurred by the Fund for such additional reviews by the Consultant.

(6) At the time of submission of a Shop Drawing or Sample, the Contractor shall inform the Consultant and the Fund in writing of any deviation in the Shop Drawing or Sample from the requirements of the Contract Documents. Unless such deviation is specifically noted by the Contractor with a notation that such deviation will result in extra work for which the Contractor requests payment, the Contractor shall be deemed to have waived any claim for extra work, additional compensation or payment or an extension of time with respect to all work shown on, described in or related to the Shop Drawing or Sample.

(7) The Consultant's approval of Shop Drawings or Samples is for design only and is not a complete check on the method of assembly, erection or construction. Approval shall in no way be construed as: (a) permitting any departure whatsoever from the Contract Documents, except where the Contractor, in accordance with the provisions of paragraph 6 of this Section, has previously notified the Fund and the Consultant of such departure; (b) relieving the Contractor of full responsibility for any error in quality of materials, details, dimensions, omissions or otherwise that may exist; (c) relieving the Contractor of full responsibility for adequate field connections, erection techniques, bracing or deficiencies in strength; (d) relieving the Contractor of full responsibility for satisfactory performance of all work

and coordination with the work of all subcontractors and other contractors; or (e) permitting departure from additional details or instructions previously furnished by the Consultant.

(8) No work requiring a Shop Drawing or Sample shall be commenced until a Shop Drawing or Sample is approved by the Consultant and all such work shall be: (a) in accordance with the approved Shop Drawing, provided the latter conforms in all respects to the Contract Documents or to such deviations therefrom as have been previously noted by the Contractor in accordance with the provisions of paragraph 6 of this Section; and (b) in conformance in all respects to the sample furnished to and approved by the Consultant and, unless otherwise specified, as new and of good quality.

(9) The Contractor may be required to provide professional services that constitute the practice of architecture or engineering when specifically required by the Contract Documents for a portion of the work or the Contractor needs to provide such services in order to carry out its responsibilities for construction means, methods, techniques, sequences and procedures. When professional services are required in the Contract Documents, the Consultant will specify all performance and design criteria that such services must satisfy. The Fund and Consultant shall be entitled to rely on the adequacy, accuracy and completeness of the professional services, certifications, and approvals performed or provided by design professionals working for the Contractor.

(10) Contractor agrees that the Fund may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the Fund together with a markup upon such hard costs in the amount of 15% in the review or evaluation of any substitutions for methods, products or performance pursuant to this Section 2.19.

**Section 2.20 Equivalents - Approved Equal**

(1) Equivalents or Approvals - General

a. The words "similar and equal to", or equal", “equivalent" and such other words of similar content and meaning shall for the purposes of this Contract be deemed to mean similar and equivalent to one of the named products. For the purposes of subdivisions (1) and (2) of this Section and for the purposes of the Bidding Documents, the word "products" shall be deemed to include the words “articles", "materials", "items", "equipment" and “methods". Whenever in the Contract Documents one or more products are specified, the words "similar and equal to" shall be deemed inserted.

b. Whenever any product is specified in the Contract Documents by a reference to the name, trade name, make or catalog number of any manufacturer or supplier, the intent is not to limit competition, but to establish a standard of quality which the Consultant has determined is necessary for the Project. A Contractor may at its option use any product other than that specified in the Contract Documents provided the same is approved by the Consultant in accordance with the procedures set forth in subdivision (2) of this Section except for the single/sole source shown in Specification Sections where the use of another product is not permitted. In all cases the Consultant shall be the sole judge as to whether a proposed product is to be approved and the Contractor shall have the burden of proving, at its own cost and expense, to the satisfaction of the Consultant, that the proposed product is similar and equal to the named product. In making such determination the Consultant may establish such objective and appearance criteria as it may deem proper that the proposed product must meet in order for it to be approved.

c. Nothing in the Contract Documents shall be construed as representing, expressly or implied, that the named product is available or that there is or there is not a product similar and equal to any of the named products and the Contractor shall have and make no claim by reason of the availability or lack of availability of the named product or of a product similar and equal to any named product.

d. The Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Consultant in considering a product proposed by the Contractor or by reason of the failure of the Consultant to approve a product proposed by the Contractor.

e. Requests for approval of proposed equivalents will be received by the Consultant only from the Contractor.

f. Approval shall in no way be construed as: (a) permitting any departure whatsoever from the Contract Documents, (b) relieving the Contractor of full responsibility for any error in quality of materials, details, dimensions, sequence of work,

omissions or otherwise that may exist, (c) relieving the Contractor of full responsibility for adequate field connections, erection techniques, bracing or deficiencies in strength, (d) relieving the Contractor of full responsibility for satisfactory performance of all work to achieve a functionally complete facility or result and coordination with the work of all subcontractors and other contractors or (e) permitting departure from additional details or instructions previously furnished by the Consultant.

g. Contractor agrees that the Contractor approves and authorizes the deduction from Contractor's applications for payment any and all costs incurred by the Construction Manager, Consultant, Design Professional or otherwise in evaluating Contractor's submissions under this Section 2.20, together with a markup upon such hard costs in the amount of 15%.

(2) Equivalents or Approvals After Bidding

a. Any and all submissions for "or equal" products which are submitted by the Contractor after award of the Contract must be made by the Contractor within ninety (90) calendar days after the date of award. Contractor agrees that it waives and relinquishes the right, claim or privilege, if any, to submit "or equal" proposals if such are made ninety (90) calendar days after the date of award of the Contract to the Contractor.

b. Requests for approval of proposed equivalents will be considered by the Consultant after bidding only in the following cases: (a) the named product cannot be obtained by the Contractor because of strikes, lockouts, bankruptcies or discontinuance of manufacture and the Contractor makes a written request to the Consultant for consideration of the proposed equivalent within ten (10) calendar days of the date it ascertains it cannot obtain the named product; or (b) the proposed equivalent is superior, in the opinion of the Consultant, to the named product; or (c) the proposed equivalent, in the opinion of the Consultant, is equal to the named product and its use is to the advantage of the Fund, e.g., the Fund receives an equitable credit, acceptable to it, as a result of the estimated cost savings to the Contractor from the use of the proposed equivalent or the Fund determines that the Contractor has not failed to act diligently in placing the necessary purchase orders and a savings in the time required for the completion of the construction of the Project should result from the use of the proposed equivalent.

c. Where the Consultant pursuant to the provisions of this subdivision approves a product proposed by a Contractor and such proposed product requires a revision or redesign of any part of the work covered by this Contract, all such revision and redesign and all new Drawings and details required therefor shall be subject to the approval of the Consultant and shall be provided by the Contractor at its own cost and expense.

d. Where the Consultant pursuant to the provisions of this Section approves a product proposed by a Contractor and such proposed product requires a different quantity and/or arrangement of duct work, piping, wiring, conduit or any other part of the work from that specified, detailed or indicated in the Contract Documents, the Contractor shall provide the same at its own cost and expense.

(3) Contractor agrees that the Fund may deduct from any application for payment made by the Contractor any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the Fund, together with a markup upon such hard costs in the amount of 15%, in the consideration or evaluation of any substitutions for methods, products or performance pursuant to this Section 2.20.

**Section 2.21 Patents, Trademarks and Copyrights**

The Contractor acknowledges that the Contract consideration includes all royalties, license fees and costs arising from patents or trademarks in any way involved in the work; provided, however, that the Contract consideration shall not be deemed to have included therein any royalty, license fee or cost arising from a patent or trademark for a design prepared by the Consultant and the Contractor shall have no liability in connection therewith. Where the Contractor is required or desires to use any product, device, material or process covered by patent or trademark, the Contractor shall indemnify and save harmless the Fund from any and all claims, actions, causes of action

or demands, for infringement by reason of the use of such patented product, device, material or process, and shall indemnify the Fund from any cost, liability, damage and expense, including reasonable attorneys' fees and court costs, which it may be obligated to incur or pay by reason of any claim or infringement at any time both before or after the Fund's final acceptance of all the work to be performed under the Contract.

**Section 2.22 Possession Prior to Completion**

If before the final completion of all the work it shall be deemed advisable or necessary by the Fund to take over, use, occupy or operate any part of the completed or partly completed work or to place or install therein equipment and furnishings, the Fund, upon reasonable written notice to the Contractor, shall have the right to so do and the Contractor will not in any way interfere therewith or object to the same. Such action by the Fund shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract Documents and the Contractor acknowledges that such action by the Fund does not in any way evidence the completion of the work or any part thereof or in any way signify the Fund's acceptance of the work or any part thereof. The Contractor agrees to continue the performance of all work covered by the Contract in a manner which will not unreasonably interfere with such takeover, use, occupancy, operation, placement or installation.

**Section 2.23 Completion and Acceptance**

(1) Partial Completion

If before the final completion of all the work any portion of the permanent construction has been satisfactorily completed and the same will be immediately useful to the Fund, the latter may, by written notice, advise the Contractor that it accepts such portion of the work. Such action by the Fund shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract with respect to any work not so completed and accepted. The partial completion of any portion of the Contractor's work by the Fund, the Campus or the Consultant, shall not impact the assessment of liquidated damages or actual costs for delays or disruption to the Project caused by the Contractor, its subcontractors or vendors.

(2) Substantial Completion

When all the Work covered by the Contract is substantially completed, as defined in Section 1.01, the Contractor shall give written notice thereof to the Fund and the Consultant. The latter will then promptly make an inspection of the work and, if they shall determine that all the work is substantially completed, they shall so advise the Contractor. Such action shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract with respect to any uncompleted (including untested or deferred work), unaccepted or corrective work or in any way affect, limit or preclude the issuance by the Consultant, from time to time thereafter, of "Punch Lists", i.e., lists of uncompleted or corrective work which the Contractor is to promptly complete and/or correct. In the judgement of the Fund, should more than two (2) separate inspections of the Work be necessary, the Contractor agrees that the Fund may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the Fund together with a markup upon such hard costs in the amount of 15% for all such additional inspections.

The Contractor must fully, completely and acceptably perform all Punch List work and any other work subsequently discovered remaining to be completed or corrected, within ninety (90) calendar days of Substantial Completion or within such other timeframe stipulated by the Fund or Consultant. Failure to complete the Punch List within the time so designated hereunder may be deemed default on the part of the Contractor.

(3) Final Completion and Acceptance

After the completion of all the work the Contractor shall give written notice to the Fund and the Consultant that all the work is ready for inspection and final acceptance. The Fund and the Consultant shall promptly make such inspection and, if they shall determine that all the work has been satisfactorily completed, the Fund shall thereupon by written notice advise the Contractor that it accepts such work. In the judgement of the Fund, should more than two (2) separate inspections of the Work be necessary, the Contractor agrees that the Fund may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the Fund together with a markup upon such hard costs in the amount of 15% for all such additional inspections.

**Section 2.24 Record Drawings**

(1) At the start of the Project, the format for Record Drawings shall be established by the Fund. Prior to acceptance by the Fund of all work covered by

the Contract, the Contractor shall furnish to the Consultant one (1) set of current Contract Drawings on which the Contractor has recorded, using colored pencil for hard copy format or electronic editing tool in contrasting color for electronic format, in a neat and workmanlike manner, all instances where actual field construction differs from work as indicated on the Contract Drawings. These "Record". Drawings shall show the following information: (a) all significant changes in plans, sections, elevations and details, such as shifts in location of walls, doors, windows, stairs and the like made during construction; (b) all significant changes in foundations, columns, beams, openings, concrete reinforcing, lintels, concealed anchorages and "knock-out" panels made during construction; (c) final location of electric panels, final arrangement of electric circuits and any significant changes made in electrical design as a result of Change Orders, Field Orders or job conditions; (d) final location and arrangement of all mechanical equipment and major concealed plumbing, including, but not limited to, supply and circulating mains, vent stacks, sanitary and storm water drainage; (e) final location and arrangement of all underground utilities, connections to building and/or rerouting of existing utilities, including, but not limited to, sanitary, storm, heating, electric, signal, gas, water and telephone: and (f) final make and model for all significant equipment and devices listed in the specifications. The Contractor shall also provide an electronic version as determined by the Consultant.

(2) Periodically during the work, the Consultant may request submission of a progress set of Record Drawings for review and advise the Contractor of errors or omissions, if any, that must be corrected or completed prior to final submission of the Record Drawings. Shop Drawings shall not be acceptable as Record Drawings.

(3) The Contractor shall submit the Record Drawings to the Consultant at least fifteen (15) days prior to the date of Substantial Completion. The Consultant will then review the Record Drawings and, if they shall determine that the Record Drawings represent the actual field construction being completed, they shall so advise the Contractor. If not satisfactory, the Record Drawings will be appropriately marked and returned to the Contractor for correction thereof, in which event the Contractor shall promptly correct and resubmit to the Consultant a corrected copy of the Record Drawings. Acceptance of the Record Drawings by the Fund is a condition precedent to the Contractor’s entitlement to receive Final Payment.

**Section 2.25 Guarantees**

(1) The Contractor, at the convenience of the Fund, shall remove, replace and/or repair at its own cost and expense any defects in workmanship, materials, ratings, capacities or characteristics occurring in or to the work covered by the Contract within one (1) year or within such longer period as may otherwise be provided in the Contract, the period of such guarantee to commence with the Fund's final acceptance of all work covered under the Contract or at such other date or dates as the Fund may specify prior to that time, and the Contractor, upon demand, shall pay for all damage to all other work resulting from such defects and all expenses necessary to remove, replace and/or repair such other work which may be damaged in removing, replacing or repairing the said defects. The obligations of the Contractor under the provisions of this paragraph or any other guarantee provisions of the Contract Documents are not limited to the monies retained by the Fund under the Contract.

(2) Unless such removal, replacement and/or repair shall be performed by the Contractor within ten (10) working days after it receives written notice from the Fund specifying such defect, or if such defect is of such a nature that it cannot be completely removed, repaired and/or replaced within said ten (10) day period and the Contractor shall not have diligently commenced removing, repairing and/or replacing such defect within said ten (10) day period and shall not thereafter with reasonable diligence and in good faith proceed to do such work, the Fund may employ such other person, firm or corporation as it may choose to perform such removal, replacement and/or repair and the Contractor agrees, upon demand, to pay to the Fund all amounts which it expends for such work.

**Section 2.26 Default of Contractor**

(1) In addition to those instances specifically referred to in other Sections hereof, the Fund shall have the right to declare the Contractor in default of the whole or any part of the work if:

a. The Contractor becomes insolvent; or if

b. The Contractor makes an assignment for the benefit of creditors pursuant to the statutes of the State of New York; or if

c. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor; or if

d. A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or if

e. The Contractor fails to commence work when notified to do so by the Consultant; or if

f. The Contractor shall abandon the work; or if

g. The Contractor shall refuse to proceed with the Work or extra Work when and as directed by the Consultant or Fund; or if

h. The Contractor shall without just cause reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the Fund, to complete the work in accordance with the approved time progress schedule, and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Consultant; or if

i. The Contractor shall sublet, assign, transfer convey, or otherwise dispose of the Contract other than as herein specified; or if

j. The Fund shall be of the opinion that the Contractor is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the work, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

k. The Fund shall be of the opinion that the work cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Fund's opinion, attributable to conditions within the Contractor's control; or if

l. The work is not completed within the time herein provided therefor or within the time to which the Contractor may be entitled to have such completion extended; or if

m. The Fund shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this Contract;

n. The Fund shall be of the opinion that the Contractor is not or has not been executing the Contract in good faith and in accordance with its terms; or if

o. At any time during the period of the Agreement, insurance as required is not in effect or proof thereof is not provided to the Fund.

(2) Before the Fund shall exercise its right to declare the Contractor in default by reason of the conditions set forth in the above items *a, b, c, d, e, f, g, h, j, k, l,* m, n and o, it shall give the Contractor three (3) working days' notice of its intention to declare the Contractor in default and unless, within such three (3) day period, the Contractor shall make arrangements, satisfactory to the Fund, to correct and/or eliminate the conditions set forth in the Fund's aforesaid notice, the Contractor may be declared in default at the expiration of such three (3) day period or at the expiration of such longer period of time as the Fund may determine.

(3) The right to declare in default for any of the grounds specified or referred to shall be exercised by the Fund sending the Contractor a written notice setting forth the ground or grounds upon which such default is declared. Upon receipt of notice that it has been declared in default, the Contractor shall immediately discontinue all further operations under the Contract and shall immediately quit the site, leaving untouched all plant, materials, equipment, tools and supplies then on site.

(4) The Fund, after declaring the Contractor in default, may then have the work completed by such means and in such manner, by contract, with or without public letting, or otherwise, as it may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, and also such subcontractors as it may deem advisable, or it may call upon the Contractor's surety at its own expense to do so.

(5) In the event that the Fund declared the Contractor in default of the work or any part of the work, the Contractor, in addition to any other liability to the Fund hereunder or otherwise provided for or allowed by law, shall be liable to the Fund for any costs it incurs for additional architectural and engineering services necessary, in its opinion, because of the default and the total amount of liquidated damages from the date when the work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the work, both of which items shall be considered as expenses incurred by the Fund in completing the work and the amount of which may be charged against and deducted out of such monies as would have been payable to the Contractor or its surety if the work had been completed without a default.

(6) If the Fund completes the work, the Consultant shall issue a certificate stating the

expenses incurred in such completion, including the cost of re-letting. Such certificate shall be final, binding and conclusive upon the Contractor, its surety, and any person claiming under or through the Contractor, as to the amount thereof.

(7) The expense of such completion, as so certified by the Consultant, shall be charged against and deducted out of such monies as would have been payable to the Contractor if it had completed the work; the balance of such monies, if any, subject to the other provisions of the Contract, to be paid to the Contractor without interest after such completion. Should the expense of such completion, so certified by the Consultant, exceed the total sum which would have been payable under the Contract if the same had been completed by the Contractor, any such excess shall be paid by the Contractor to the Fund upon demand.

(8) In the event the Fund shall determine to complete the work without calling upon the Contractor's surety to do so, the Contractor shall not be entitled, from and after the effective date of the declaration of the default, to receive any further payment under the Contract until the said work shall be wholly completed and accepted by the Fund.

(9) In case the Fund shall declare the Contractor in default as to a part of the work only, the Contractor shall discontinue such part, shall continue performing the remainder of the work in strict conformity with the terms of the Contract, and shall in no way hinder or interfere with any other contractors or persons whom the Fund may engage to complete the work as to which the Contractor was declared in default.

(10) The provisions relating to declaring the Contractor in default as to the entire work shall be equally applicable to a declaration of partial default, except that the Fund shall be entitled to utilize for completion of the part of the work as to which the Contractor was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the Contractor on such part.

(11) In completing the whole or any part of the work, the Consultant and the Fund shall have the power to depart from, change or vary the terms and provisions of the Contract; provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variations, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Consultant's certificate of the cost of completion, nor shall it constitute a defense to any action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for its default.

(12) The provisions of this Section shall be in addition to any and all other legal or equitable remedies provided by this Agreement and otherwise applicable by law.

**Section 2.27 Termination for Convenience**

(1) The performance of work under this Contract may be terminated by the Fund, in whole or in part, whenever the Fund shall determine that such termination is in the best interest of the Fund. Any such termination shall be effected by a notice in writing to the Contractor specifying the date upon which such termination shall become effective and the extent to which performance of the Contract shall be terminated. Such termination shall be effective on the date and to the extent specified in said notice.

(2) Upon receipt of a notice of termination, and-except as otherwise directed in writing by the Fund, the Contractor shall:

a. Discontinue all work and the placing of all orders for materials and facilities otherwise required for the performance thereof,

b. Cancel all existing orders and subcontracts to the extent such orders and subcontracts relate to the performance of work terminated by the notice of termination;

c. Take such action as may be necessary to secure to the Fund the benefits of any rights of the Contractor under orders or subcontracts which relate to the performance of work terminated by the notice of termination, including, but not limited to, the assignment to the Fund, in the manner and to the extent directed by the Fund, all the right, title and interest of the Contractor under the orders or subcontracts so terminated and cancelled. In the event of such assignment, the Fund shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination and cancel-lation of such orders and subcontracts;

d. Transfer title and deliver to the Fund, in accordance with the direction of the Fund, all materials, supplies, work in process, facilities, equipment, machines or tools produced as a part of or acquired by the Contractor in connection with the work terminated by said notice, and all plans, Drawings, Working Drawings, sketches,

Specifications and information for use in connection therewith; provided, however, that the Contractor may retain any of the foregoing if it so elects and foregoes reimbursement therefor;

e. Take such action as may be necessary or as the Consultant or the Fund may prescribe for the protection and preservation of all property in the possession or control of the Contractor in which the Fund, under the provisions of the Contract, has or may acquire an interest.

(3) Notwithstanding the foregoing, should the notice of termination relate to only a portion of the work covered by the Contract, the Contractor will proceed with the completion of such portions of the work as are not terminated.

(4) The Fund will pay and the Contractor shall accept, in full consideration for the performance and completion of the portions of the work as are not terminated, a sum calculated by determining the percentage the portions of the work not terminated bear to the total amount of the work covered by the Contract, and by multiplying the Contract consideration by such percentage - the product thereof being the amount to be paid to the Contractor. The Fund shall determine the amount of such consideration in accordance with the foregoing.

(5) Upon compliance by the Contractor with the foregoing provisions of this Section and subject to deductions for payments previously made, the Fund, for the portions of the work terminated, shall compensate the Contractor as follows:

a. By reimbursing the Contractor for actual expenditures made with respect to such work, including expenditures made in connection with any portion thereof which may have been completed prior to termination, as well as expenditures made after termination in completing those portions of the work covered by the Contract which the Contractor may have been required by the notice of termination to complete. The Fund shall determine the allowability and amount of such expenditures.

b. By reimbursing the Contractor for all actual expenditures made, with the prior written approval of the Fund or pursuant to a court judgment, in settling or discharging any outstanding contractual obligations or commitments incurred or entered into by the Contractor in good faith with respect to the Contract and resulting from the termination thereof.

c. By reimbursing the Contractor for all actual expenditures made after the effective date of the notice of termination resulting from or caused by the Contractor taking necessary action or action prescribed by the Consultant or the Fund for the protection and preservation of all property in the possession or control of the Contractor in which the Fund, under the provisions of the Contract, has or may acquire an interest.

d. By paying the Contractor a markup, which is to be calculated in the same manner as that provided for in subdivision c of paragraph (1) of Sections 4.02 and 4.05A for extra work, on the foregoing expenditures, which markup is to cover the Contractor's overhead and profit; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, said markup shall be reduced by one-third.

(6) The sum of all amounts payable under this Section, plus the sum of all amounts previously paid by the Fund under the provisions of the Contract, shall not exceed the amount of the Contract consideration. In no event shall the Contractor be entitled to any payment for loss of anticipated profits on uncompleted work and the Fund shall not be liable for same.

(7) Termination by the Fund under the provisions of this Section shall be without prejudice to any claims or rights which the Fund may have against the Contractor. The Fund may retain from the amount due to the Contractor under the provisions of this Section such monies as may be necessary to satisfy any claim which the Fund may have against the Contractor in connection with the Contract; provided, however, that the Fund's failure to retain such monies shall not be deemed a waiver of any of its rights or claims against the Contractor.

(8) Notwithstanding the foregoing, where the Contractor and the Consultant can agree upon another method of determining the amount of the consideration to be paid to the Contractor under the provisions of this Section, such method, subject to the approval of the Fund, may, at the option of the Fund, be substituted for the method set forth above.

## Article III
## Time of Performance

### Section 3.01 Commencement, Prosecution and Completion of Work

(1) The Contractor agrees that it will begin the work herein embraced upon receipt of the Notice to Proceed, unless the Fund consents, in writing, to begin at a different date, and that it will prosecute the same with such diligence that all work covered by the Contract shall be substantially completed and performed on or before the time specified on page A-1 of the Agreement.

(2) The Contractor further agrees that time is of the essence in this Contract and that all the Work shall be prosecuted in such manner and with sufficient plant and forces to complete all Work timely.

**Section 3.02 Time Progress Schedule**

(1) To show compliance with the requirements of Section 3.01 of the Agreement, provide and maintain a Time Progress Schedule in accordance with the General Requirements, Special Conditions, Section paragraph titled “Project Schedule”. Unless otherwise accepted by the Fund, the Time Progress Schedule shall be strictly adhered to by the Contractor. The time for substantial completion shall be on or before the time specified on page A-1 of the Agreement.

(2) If through the fault of the Contractor or any subcontractor the Contractor shall fail to adhere to the time progress schedule, it must promptly adopt such other and additional means and methods of construction as will make up for the time lost and will assure completion in accordance with such schedule.

(3) The failure of the Contractor to submit a Time Progress Schedule, the Fund's or the Consultant's acceptance of the Contractor's time progress schedule or lack of such acceptance, the means and/or methods of construction employed by the Contractor, including any revisions thereof, and/or its failure to revise the same shall not relieve the Contractor of its obligation to accomplish the result required by the Contract in the time specified on page A-1 of the Agreement, nor shall the exercise of the Consultant’s or the Fund’s right to reject any portion of the work, create or give rise to any claim, action or cause of action, legal, equitable or otherwise, against the Consultant or the Fund.

(4) The failure of the Contractor to submit and maintain a Time Progress Schedule in accordance with the General Requirements shall be deemed to be a waiver by the Contractor of all claims for additional compensation or damages as a result of any condition which is an alleged cause of delay in the completion of the work.

**Section 3.03 Time Progress Schedule for Shop Drawings and Samples**

The Contractor shall include activities for preparation and submission of all Shop Drawings, mock-ups and Samples in the Time Progress Schedule in Section 3.02.

**Section 3.04 Notice of Conditions Causing Delay**

(1) Within ten (10) working days after the commencement of any condition which is causing or may cause delay in completion or require Contractor to request an extension of time, the Contractor must notify the Consultant and the Fund in writing of the effect, if any, of such condition upon the Time Progress Schedule, and must state why and in what respects, if any, the condition is causing or may cause such delay.

(2) Contractor agrees that an express condition precedent to Contractor’s entitlement to any extension of time on the project shall be full and complete compliance to the satisfaction of the Fund with the Contractor’s obligations in Section 3.06, Contractor’s Progress Reports. Failure to submit proper Contractor’s progress reports in appropriate and timely fashion shall be deemed a waiver and relinquishment of any right, claim or privilege to obtain an extension of time for the performance of the Contractor’s work.

(3) Failure to strictly comply with this requirement may, in the discretion of the Fund, be deemed sufficient cause to deny any extension of time on account of delay in completion arising out of or resulting from any change, extra work, suspension, or other condition.

(4) Except as otherwise set forth in this Section 3.04 all procedures set forth in Sections 2.02 and 2.03 of this Agreement shall be complied with by the Contractor. Furthermore, full and complete compliance with the requirements of this Article III is a condition precedent to the Contractor’s entitlement to receive an extension of time.

**Section 3.05 Extension of Time**

(1) Within ten (10) working days after the commencement of any condition which is causing or may cause the Contractor to incur, require or otherwise need an extension of time, the Contractor shall notify the Consultant and the Fund of such condition. Full and complete compliance with this paragraph 3.05(1) is a condition precedent to the

Contractor obtaining an extension of time for performance of any portion or all of its work.

(2) An extension or extensions of time for the completion of the work may be granted by the Fund subject to the provisions of this Section, but only upon written application therefor by the Contractor to the Fund and the Consultant.

(3) An application for an extension of time must set forth in detail the source and the nature of each alleged cause of delay in the completion of the work, the date upon which each such cause of delay began and ended and the number of days of delay attributable to each of such causes. It must be submitted prior to completion of the work.

(4) If such an application is made, the Contractor may be entitled to an extension of time for delay in completion of the work caused solely: (a) by the acts or omissions of the Fund, its trustees, officers, agents or employees; or (b) by the acts or omissions of other contractors, not including subcontractors of the Contractor, on this Project; or (c) by unforeseeable supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes).

(5) The Contractor may, however, be entitled to an extension of time for such causes only for the number of calendar days of delay which the Fund may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all of the requirements of this Section and Section 3.04. The Fund shall make such determination within ninety (90) calendar days after receipt of the Contractor's application for an extension of time; provided, however, said application complies with the requirements of this Section.

(6) The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the Fund, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of its subcontractors or material-men and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such an act, fault or omission.

(7) The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the Fund.

(8) If the Contractor shall claim to have sustained any damages by reason of delays, extraordinary or otherwise, or hindrances which it claims to be due to any action, omission, direction or order by the Fund or the Consultant, the Contractor shall be entitled only to an extension of time as hereinabove provided and shall not have or assert any claim or prosecute any suit, action, cause of action or proceeding against the Fund based upon such delays or hindrances, unless such delays or hindrances were caused by the Fund's bad faith or its willful, malicious, or grossly negligent conduct, or uncontemplated delays, or delays so unreasonable that they constitute an intentional abandonment of the Contract by the Fund, or delays resulting from the Fund's breach of a fundamental obligation of the Contract.

(9) The Contractor shall not be entitled to an extension of time for the performance of any or all of the Work set forth in allowances to the Contract. All allowance work shall be performed in accordance with the Contractor's schedule.

**Section 3.06 Contractor's Progress Reports**

After commencement of the work the Contractor shall furnish the Consultant with written monthly reports setting forth the condition and progress of the work, the percentage of each part of the work that has been finished, those parts of the work which have been completed within the scheduled time and those parts of the work which have not been finished within the scheduled time, and the general progress of the work that is being performed away from the site and the approximate date when such work will be finished and delivered to the site. Contractor agrees that compliance with this Section 3.06 is an express condition precedent to the Contractor's right, claim or entitlement to obtain an extension of time for the performance of the Contractor's work. Failure to comply with this Section 3.06 shall be a waiver and relinquishment of all such rights, claims and privileges to request or obtain an extension of time for the performance of Contractor's work.

## Article IV
## Payment

**Section 4.01 Compensation to Be Paid Contractor**

The Fund shall pay to the Contractor and the latter shall accept as full and complete payment for the performance of this Contract, subject to additions or deductions as provided herein, the sum of (  ) dollars ($  ) which sum is the amount of the Contract consideration.

**Section 4.02 Value of Omitted and Extra Work**

(1) The amount by which the Contract consideration is to be increased or decreased by any Change Order or Field Order shall be determined by the Fund by one or more of the following methods:

a. By applying the applicable price or prices set forth on the attached Schedule "I" of this Agreement or by applying a unit price agreed to by both parties. Subject to the provisions of Section 4.04, this method must be used if the Contract Documents contain applicable unit prices.

b. By estimating the fair and reasonable cost of: (i) labor, including all wages, required wage supplements and insurance required by law (workers' compensation, social security, disability, unemployment, etc.) paid to or on behalf of foremen, workers and other employees below the rank of superintendent directly employed at the site of the Project; (ii) materials; and (iii) equipment, excluding hand tools, which, in the judgment of the Fund, would have been or will be employed exclusively and directly on the omitted work or extra work, as the case may be; and, in the case of extra work, where the same is performed directly by the Contractor, by adding to the total of such estimated costs a sum equal to 15 percent thereof, but, where the extra work is performed by a subcontractor, by adding a sum equal to 15 percent of said costs for the benefit of such subcontractor, and by adding, for the benefit of the Contractor (no further allowance will be made where extra work is performed by the sub-subcontractor), an additional sum equal to 10 percent of the first $10,000 of the above-estimated costs, including the subcontractor's percentage override, plus 5 percent of the next $90,000 of the total of said items, plus 3 percent of any sum in excess of $100,000 of the total of said items. There is no markup on the premium portion of overtime labor. For the purposes of the aforesaid percentage overrides, the words "extra work" shall be defined as a complete item of added, modified or changed work as described in the Consultant's written instructions to the Contractor. Such "extra work" may include the work of one or more trades and/or subcontractors or sub-subcontractors and shall include all labor, materials, plant, equipment, tools and all incidentals directly and/or indirectly necessary, related, involved in or convenient to the successful completion of the extra work item. Where the Consultant's aforesaid written instructions to the Contractor involve both an increase and a reduction in similar or related work, the above percentage overrides will be applied only on the amount, if any, the cost of the increased work exceeds the cost of the reduced work.

   No overhead and profit shall be retained by the Contractor on the cost of work determined by the method provided in Subparagraph (1)a.

   All profit, overhead and expense of whatsoever kind and nature, other than those set forth above in items (i) through (iii), of the Contractor, its subcontractors and sub-subcontractors, are covered by the aforesaid percentage overrides and no additional payment therefor will be made by the Fund.

   The Fund may make such cost estimate either before or after the extra work is completed by the Contractor.

c. By determining the actual cost of the extra work in the same manner as in the above subdivision b except that actual costs of the Contractor shall be utilized in lieu of estimated costs. The Fund shall have the option to utilize this method provided it notifies the Contractor of its intent to do so prior to the time the Contractor commences performance of such extra work.

(2) Irrespective of the method used or to be used by the Fund in determining the value of a Change Order or Field Order, the Contractor, within fifteen (15) working days after a request for the same, must submit to the Fund and the Consultant a detailed breakdown of the Contractor's estimate of the value of the omitted and/or extra work. All change and field orders must be prepared and submitted using the Fund’s Open Item Log (OIL) System.

(3) Equipment Watch Rental Rate Blue Book (published online by Intertec Penton Media, Inc.) or other published rates as approved by the Fund in writing, will be utilized for the equipment rental pricing. For the purposes of paragraph (1) hereof, the cost of equipment shall be determined, irrespective of the actual price for any rental or actual cost associated with such equipment as follows: take the monthly rate listed in Equipment Watch and dividing the same by

176 hours to establish an hourly rate and then multiplying such hourly rate by the actual number of hours that the equipment was used. The Contractor will submit an actual rental invoice, or acceptable quotation from a bonafide equipment rental supplier for rented equipment when equipment is not owned by the Contractor. The equipment rental supplier cannot be an “affiliate” of the Contractor, nor in any way be related to the Contractor. If submitted invoices/quotations are acceptable to the Fund, the Contractor will be reimbursed the actual rental cost including sales tax and appropriate mark-up. If no listing of rates for an item of equipment is contained in Equipment Watch, the Fund shall determine the reasonable rate of rental of the particular item of equipment by such other means as it finds appropriate. The edition Equipment Watch to be used shall be that in effect on the date of the receipt of bids for this Contract. None of the provisions of Equipment Watch shall be deemed referred to or included in this Contract excepting only the aforesaid monthly rates. To the cost of equipment as determined above, there is to be added the actual cost of gasoline, oil, grease and maintenance required for operation of such equipment and, in the case of equipment utilized only for extra work when, in the opinion of the Consultant, suitable equipment therefor was not available on the site, the reasonable cost of transporting said equipment to and from the site. Notwithstanding the foregoing, if the Consultant should determine that the nature or size of the equipment used by the Contractor in connection with the extra work is larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Consultant to be suitable for the extra work, the cost of equipment will not be based upon the equipment used by the Contractor but instead will be based on the smallest or least elaborate equipment determined by the Consultant to have been suitable for the performance of the extra work.

(4) Unless otherwise specifically provided for in a Change Order or Field Order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Contractor waives all rights to any other compensation for said extra work, damage or expense.

**Section 4.03 Adjustment for Bond and Insurance Premiums**

Upon final acceptance of the work to be performed under this Contract, the Fund may adjust the Contract consideration to reflect any changes in the cost of all required Bonds and liability and builder's risk insurance premiums which the Contractor had to pay for on all extra work and would have had to furnish and pay for on all omitted work. Unless such cost is agreed upon by the Fund and the Contractor, the Fund may calculate and determine the amount of the adjustment in the Contract consideration by estimating such costs. There is no markup on bond or insurance premium adjustment.

**Section 4.04 Unit Prices**

(1) Except as otherwise provided in the second paragraph of this Section, the unit prices, set forth on the attached Schedule "I" of this Agreement, will be binding upon both the Fund and the Contractor in determining the value of omitted and/or extra work, and, in the case of extra work, such unit prices shall be deemed to include all profit, overhead and expenses of whatsoever kind and nature of the Contractor, its subcontractors and sub-subcontractors, and the Contractor agrees that it shall make no claim for any profit, overhead, expense or percentage override in connection therewith.

(2) Where said Schedule "I" sets forth a unit price for added and/or deducted work, the Fund shall have the option, whenever it is found that the quantity of changed work varies by more than 15 percent from the quantity that is stated or that can be determined by the Contract Documents at the time of execution thereof, to accept or reject such unit price for the quantity that the changed work varies by more than 15 percent from the stated or determinable quantity. Where a quantity is not specifically stated in the Contract Documents, the Fund's determination of the amount of said quantity included in the Contract Documents shall determine the applicability of this paragraph. Where the Fund, pursuant to the foregoing provisions, exercises its aforesaid option, the amount of the increase or decrease in the Contract consideration for the quantity of work which varies by more than 15 percent from the stated or determinable quantity shall be determined in accordance with the provisions of Section 4.02 of the Agreement as if there was no unit price therefor set forth in said Schedule "I”.

**Section 4.05 Allowances**

(1) The Contractor acknowledges that the Contract consideration includes the allowances set forth on the attached Schedule "II" and “III” of this Agreement and, except for quantitative and field order

allowances, it agrees to cause the work covered thereby to be done by such contractors for such sums as the Fund may direct. Where cash allowances are provided, the allowances shall be deemed to include the purchase of the materials and/or equipment and the delivery of same to the job site. Unless otherwise specified in the Contract Documents, cash allowances do not include the proper installation of the materials and/or equipment or the connection for final utilities thereto; the cost of said installation and/or connection having been included in the amount of the Contract consideration.

(2) The Contractor acknowledges that the Contract consideration includes such sums for expenses and profit on account of cash allowances as it deems proper and that it shall make no claim for expenses or profit or any percentage override in addition thereto; said items having been included in the amount of the Contract consideration.

(3) In the event any of the cash allowances listed below are either higher or lower than the cost of having the work done in accordance herewith, the Contract consideration shall be adjusted to reflect such variance, the amount of said adjustment to be the difference between the amount of the allowance and the actual cost of performing the work covered thereby.

(4) When quantitative allowances are provided, progress payments thereof to the Contractor will be based upon the applicable unit prices set forth on the attached Schedule "I" of the Agreement, subject, however, to the provisions of paragraph (2) of Section 4.04. In the event any of said quantitative allowances are more than or less than the actual quantity of work performed, the Contract consideration shall be adjusted to reflect such variance, the amount of said adjustment to be determined in accordance with the provisions of Sections 4.02, 4.04 and 4.05A of the Agreement.

**Section 4.05A Field Orders**

When the Agreement contains a Field Order Allowance, the bid shall include the amount of such allowance. Said amount shall cover the cost of additional labor, materials and time for contingent activities within the scope of the Agreement as directed and described by the Fund in writing in a Field Order. The Field Order will include a description of the work and the method for determining the value of such work. The value of the work directed under this allowance will be determined by one or more of the provisions of Section 4.02. If the net cost(s) of all Field Orders issued are more or less than the specified amount of the allowance, the Contract sum will be adjusted by Change Order.

**Section 4.06 Deductions for Unperformed and/or Uncorrected Work**

(1) Without prejudice to any other rights, remedies or claims of the Fund, in the event that the Contractor at any time fails or neglects to supply working forces and materials of the proper quantity and quality necessary, in the opinion of the Consultant or the Fund, to comply with the approved time progress schedule, or fails in any respect to prosecute the work with promptness and diligence or causes by any action or omission the stoppage or delay of or interference with the work of any other contractor having a contract with the Fund, or fails in the performance of any obligations and responsibilities under this Contract, then, and in that event, the Fund, acting itself or through the Consultant, may, upon three (3) working days' notice to the Contractor, either itself provide or have any other contractor, including but limited to the Fund's Job Order Contracting Program, provide any and all labor or materials or both necessary, in its opinion, to correct any aforesaid deficiency of the Contractor, and the Fund will thereafter backcharge the Contractor by issuing a Change Order reducing the amount of the Contract consideration for all costs and expenses it incurs in connection with the correction of such deficiency. The Contractor agrees that the Fund may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the Fund together with a markup upon such hard costs in the amount of 15% for services required in connection with the correction of such deficiency(ies).

(2) Notwithstanding any provisions in the Contract Documents to the contrary, if the Fund deems it inexpedient to correct work not done in accordance with the Contract or any work damaged as a result thereof, it shall notify the Contractor of such fact and the latter shall not remedy or correct the same. In such event, however, the amount of the Contract consideration shall be decreased by an amount, determined by the Fund, which is equal to the difference in value of the work as performed by the Contractor and the value of the work had it been satisfactorily performed in accordance with the Contract or which is equal to the cost of performing the corrective work, whichever shall be the higher amount.

**Section 4.07 Liquidated Damages**

In the event that the Contractor shall fail to substantially complete all the work within the time fixed for such completion on page A-1, or within the time to which such completion may have been extended or in the event that the Contractor abandons the work and the same is not substantially completed within the aforesaid time for such completion, the Contractor must pay to the Fund as damages for each calendar day of delay in completing the work the amount set forth on page A-1. In view of the difficulty of accurately ascertaining the loss which the Fund will suffer by reason of delay in completion of the work hereunder, said sum is hereby fixed and agreed as liquidated damages which the Fund will suffer by reason of such delay and not as a penalty. The Fund may deduct and retain out of the monies which may become due hereunder to the Contractor the amount of any such liquidated damages and, in case the amount which may become due to the Contractor under the provisions of the Contract may be less than the liquidated damages suffered by the Fund, the Contractor shall pay the difference, upon demand, to the Fund.

**Section 4.08 Contract Breakdown**

Prior to the submission of its first application for a progress payment, the Contractor shall present to the Fund and the Consultant for their approval a detailed schedule showing the breakdown of the Contract consideration. The Contract Breakdown Summary shall be further broken down on separate Fund provided forms as required by the Consultant and the Fund. Contract Breakdown Summary and supporting forms shall be able to interface with the Fund's electronic payment system. Such schedule must contain the amount estimated for each part of the work and quantity survey for each part of the work. It shall also list the estimated value of the Contractor's guarantee obligations under the provisions of the Contract Documents, which is hereby fixed at $5,000 or one-half of one percent (1/2%) of the Contract award amount, whichever is the lesser sum. Such schedule shall be revised by the Contractor until the same shall be satisfactory to the Fund and the Consultant and shall not be changed after the Fund and the Consultant have approved the same. The amounts set forth in the schedule will not be considered as fixing the basis for additions to or deductions from the Contract consideration.

**Section 4.09 Prompt Payment Requirements**

(1) For the purposes of Article XI-A of the State Finance Law, the Controller's Office of the State University Construction Fund, whose mailing address is The H. Carl McCall SUNY Building, 353 Broadway, Albany, New York 12246, is the Fund's designated payment office. Applications for payment must contain the approval of the Consultant before being submitted to the Fund.

(2) Whenever the Consultant's approval of an application for payment is required under the Contract, the Consultant shall have fifteen (15) calendar days, after receipt of such application, to inspect the work before acting on the application.

(3) Until such time that the Contract is approved by the Fund, the thirty (30) day period, referred to in Article XI-A of the State Finance Law for the payment of invoices without interest, shall not begin.

**Section 4.10 Progress Payments**

(1) Unless otherwise provided in the Contract, progress payments will be made as the work progresses upon applications submitted by the Contractor and approved by the Consultant and the Fund. Payment of such approved applications shall be made by the Fund within thirty (30) days after such approval has been given.

(2) The Fund shall make progress payments to the Contractor on the basis of such approved applications, less an amount equal to 5 percent thereof, plus an amount necessary, in the Fund's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged, , together with any back charges and offsets which are deemed necessary or likely to be incurred by the Fund as a result of any failure by the Contractor to fully, completely, accurately and timely perform its work, which it shall reserve from each such payment until all of the work covered by the Contract has been completed.

(3) When the Fund and the Consultant have determined that all the work is substantially completed, or that a substantial portion of the permanent construction has been completed and accepted, the Fund shall make a progress payment to the Contractor, on the basis of an application submitted by the Contractor and approved by the Consultant and the Fund, which shall reduce the unpaid amount due to the Contractor under the terms of the Contract, including all monies retained by the Fund from previous progress payments to the Contractor, to an amount equal to two (2) times the cost, estimated by the Consultant, of performing, in accordance with the Contract, all uncompleted, unaccepted and corrective

work, plus an amount necessary, in the Fund's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of work are satisfactorily completed or corrected, the Fund shall make progress payments to the Contractor, on the basis of applications submitted by the Contractor and approved by the Fund and the Consultant, covering said items of work less an amount necessary, in the Fund's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

**Section 4.11 Applications for Progress Payments**

The Contractor shall prepare all applications for progress payments for work performed, together with supporting data and computations as are deemed necessary by the Consultant to determine the accuracy of the application. The application for payment and all required supporting documentation shall be submitted using the Fund's prescribed forms and electronic payment system. The Contractor shall include with such applications reports detailing actual payments to minority and women-owned businesses who participate on Fund projects. Failure of the Contractor to submit applications for progress payments, or lack of complete and accurate supporting data, shall be sufficient reason for withholding payment until such omissions or errors are rectified. Unless otherwise directed, such applications, signed and certified as correct by the Contractor, shall be delivered by the Contractor to the Consultant once each month showing the total value of work completed and in place on the last day of the payment period covered by the application.

**Section 4.12 Progress Payments for Materials Delivered to Site**

(1) Progress payments made in accordance with Section 4.10 shall include a payment for materials and equipment to be furnished and installed under the Contract, after such materials and equipment have been delivered and accepted at the site of the work.

(2) Materials and equipment for which such progress payment has been made shall not be removed from the site, shall be stored until incorporated into the work in a location approved by the Consultant and shall be adequately protected from fire, theft and vandalism, the effects of the elements and any other damage whatsoever, and shall at all times be available for inspection by the Consultant and the Fund.

**Section 4.13 Transfer of Title to Materials Delivered to Site**

Title to all supplies and materials to be furnished or provided by the Contractor to the Fund pursuant to the provisions of the Contract Documents shall immediately vest in and become the sole property of the Fund upon delivery of such supplies and materials to the site. Notwithstanding such transfer of title, the Contractor shall have the full continuing responsibility to install such materials and supplies, protect them, maintain them in proper condition and forthwith repair, replace and make good any damage thereto without cost to the Fund until such time as the work covered by the Contract is fully accepted by the Fund. Such transfer of title shall in no way affect any of the Contractor's obligations under the Contract. In the event that, after title has passed to the Fund, any of such supplies and materials are rejected as being defective or otherwise unsatisfactory, title to all such supplies and materials shall be deemed to have been transferred back to the Contractor.

**Section 4.14 Progress Payments for Materials Stored Off Site**

(1) Progress payments made in accordance with Section 4.10 shall include a payment for materials and equipment which are in short and/or critical supply or have been specially fabricated for the Project. Materials and equipment, for which a progress payment is made pursuant to the preceding sentence, shall be stored by the Contractor, after fabrication, until such time as their delivery to the site is required, at a facility and location approved by the Consultant; shall be adequately protected from fire, theft and vandalism, the effects of the elements and any other damage whatsoever; and shall at all times be available for inspection by the Consultant and the Fund. No progress payment shall, however, be made for said materials and equipment until:

a. The Contractor furnishes to the Fund a bill of sale listing quantity and costs of said materials and equipment f.o.b. point of origin;

b. The Consultant shall have inspected said materials and equipment and recommended payment therefor; and

c. The Contractor furnishes to the Fund a builder's risk insurance policy, with the broad form extended coverage endorsement, for said materials and equipment, in an amount equal to

100 percent of the value thereof, which policy shall be maintained, at the sole cost and expense of the Contractor, until said materials and equipment have been incorporated into the Project. The said insurance policy shall contain a provision that the loss, if any, is to be made adjustable with and payable to the Fund as trustee for the insured, i.e., the Fund and the Contractor, and a provision that it shall not be changed or cancelled and that it will be automatically renewed upon expiration and continued in force unless the Fund is given thirty (30) days written notice to the contrary.

d. The Contractor shall develop and provide a preventive maintenance log for stored equipment when determined appropriate by the Consultant. The Contractor shall provide timely notification and opportunity for the Consultant and the Fund to view the Contractor's preventative maintenance efforts.

(2) Materials and equipment for which a progress payment has been made by the Fund pursuant to this Section shall be, become and remain the sole property of the Fund; provided, however, that the Contractor shall have the full continuing responsibility to install such materials and equipment, to deliver it to the site, to protect it, to maintain it in proper condition and to forthwith repair, replace and make good any damage thereto without cost and/or additional time to the Fund until such time as the work covered by the Contract is fully accepted by the Fund. Such transfer of title shall in no way affect any of the Contractor's obligations under the Contract.

**Section 4.15 Withholding of Progress Payments**

Notwithstanding anything contained in the Contract to the contrary, the Fund may withhold payment of all or any part of a progress, final or guarantee payment, in such an amount as it may deem proper to enforce the provisions of the Contract and to satisfy the claims of third parties, when:

a. The Fund shall learn of any claim, of whatsoever nature or kind, against the Fund or the Contractor, which in any way arises or is alleged to arise out of or as a result of or in connection with the performance by the Contractor of the work covered by the Contract or out of or in connection with the Contractor's operations or performance at or in the vicinity of the construction site, that, in the opinion of the Fund, may not be adequately covered by insurance.

If an action on such claim is timely commenced and the liability of the Fund and/or the Contractor shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the Contractor to be valid, the Fund shall pay such judgment or admitted claim out of the monies retained by it under the provisions of the Contract and return the balance, if any, without interest, to the Contractor.

The Fund may withhold from the Contractor any payments retained by it until such time as all such claims are either satisfied or barred by law from being presented. At such time the Fund, upon written demand by the Contractor, shall return to the Contractor the amount so withheld, without interest.

b. The Contractor has not complied with any lawful or proper direction of the Consultant or the Fund or their representatives concerning the work covered by the Contract or the performance of the Contract or the production of records as required under the provisions of the Contract.

c. There exists any of the conditions, listed in Section 2.26, which would allow the Fund to declare the Contractor in default of the whole or any part of the work.

d. The Contractor is a foreign contractor and has not furnished satisfactory proof that all taxes due by such Contractor under the provisions of the Tax Law have been paid. The Certificate of the New York State Tax Commission to the effect that all such taxes have been paid shall be conclusive proof of the payment of such taxes. The term "foreign contractor" as used herein means, in the case of an individual, a person who is not a resident of the State of New York; in the case of a partnership, one having one or more partners not a resident of the State; and in the case of a corporation, one not organized under the laws of the State of New York.

e. The Contractor, upon request of the Fund at any time after the initial progress payment by the Fund to the Contractor, fails to furnish the Fund with such documentary evidence that the Fund may deem necessary to prove to it that material and labor paid for by the Fund under previous applications for payment submitted have been paid for by the Contractor and that there are no outstanding claims or liens in connection therewith or fails to satisfy the Fund that the Contractor, with

good cause, has sufficiently provided for the payment and/or satisfaction of claims for said material and labor.

**Section 4.16 Lien Law**

The attention of the Contractor is specifically called to the provisions of the Lien Law of the State of New York, wherein funds received by a Contractor for a public improvement are declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

**Section 4.17 Substitution of Securities for Retainage**

Any time after 50 percent of all the work has been completed, the Fund, if the progress and performance of the work is satisfactory to it, on request of the Contractor, will allow the Contractor to withdraw up to 50 percent of the aforesaid amount retained by the Fund by depositing with the Comptroller of the State of New York government securities, of the type and kind specified in Section 139 of the State Finance Law, having a market value not exceeding par, at the time of deposit, equal to the amount so withdrawn. The Comptroller of the State of New York shall, from time to time, collect all interest or income on the obligations so deposited, and shall pay the same, when and as collected, to the Contractor. If the deposit be in the form of coupon bonds, the coupons as they respectively become due shall be delivered to the Contractor; provided, however, that the Contractor shall not be entitled to interest or coupons or income on any of the deposited securities, the proceeds of which have or will be used or applied by the Fund. In the event that the Contractor does not, in accordance with the terms and provisions of the Contract, comply with and fulfill all of its obligations and responsibilities thereunder, the Comptroller of the State of New York shall have the right to sell, assign, transfer or otherwise dispose of the aforesaid securities and the Fund shall have the right to use and apply all or any part of the monies obtained by the Comptroller of the State of New York from such a sale, assignment, transfer or disposition or from the collection of interest or income from said securities to the performance and fulfillment of said obligations and responsibilities. Notwithstanding the foregoing, when the Fund makes a payment under Section 4.10 (3) of the Agreement, it will return to the Contractor, as part of such payment, its substituted securities, and thereafter all retention of the Fund shall be in funds and not in substituted securities.

**Section 4.18 Final Payment**

Upon acceptance of all the work, except for the Contractor's guarantee obligations under Section 2.25 of the agreement and the Contractor's guarantee obligations under any provision of the Specifications, the Contractor shall prepare and submit to the Fund and the Consultant, for their approval, a final application for payment, which the Fund, within thirty (30) days after its approval of same, shall pay. Such application and payment shall be in an amount equal to 100 percent of the Contract consideration excluding the Contractor's guarantee obligations, less:

a. All previous payments by the Fund to the Contractor;

b. All deductions authorized to be made by the Fund under the Contract; and

c. An amount necessary, in the Fund's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

d. The Contractor shall not be entitled to any interest on the monies retained by the Fund pursuant to Subdivision c of Section 4.18 of the Agreement.

**Section 4.19 Acceptance of Final Payment**

(1) The acceptance by the Contractor, or by any one claiming by or through it, of the final payment shall, except with respect to the amount retained by the Fund pursuant to the provisions of subdivisions b and c of Section 4.18 of the Agreement, constitute and operate as a release to the Fund from any and all claims of any liability for anything theretofore done or furnished for or relating to or arising out of the work covered by the Contract and for any prior act, neglect or default on the part of the Fund or any of its trustees, officers, agents or employees in connection therewith.

(2) Should the Contractor refuse to accept the final payment as tendered by the Fund or should the Contractor refuse to execute the final application for payment without protest and without reserving any rights or claims against the Fund, it shall constitute a waiver of any right to interest on the amount of the payment so tendered and/or on the amount set forth in said final application for payment.

**Section 4.20 Guarantee Payment**

(1) Subject to the provisions of the second paragraph of this Section, at the expiration of one (1) year after the Fund has accepted all the work covered

by the Contract, the Contractor shall prepare and submit to the Fund and the Consultant, for their approval, a guarantee application for payment, which the Fund, within thirty (30) days after its approval of same, shall pay. Such application and payment shall be in an amount equal to the monies retained by the Fund for the Contractor's guarantee obligations under the Agreement, less any monies deducted by the Fund under this Section. The Contractor shall not be entitled to any interest on the monies retained by the Fund pursuant to subdivision c of Section 4.18 of the Agreement.

(2) In the event the Contractor does not, in accordance with the terms and provisions of the Contract, complete all corrective work or comply with and fulfill its contractual obligations, the Fund may use and apply all or any part of the monies retained by it to have such work or obligations performed or fulfilled by a person, firm or corporation other than the Contractor. The obligations of the Contractor, under the terms and provisions of the Contract, shall not, however, be limited to the monies retained by the Fund pursuant to the provisions of the Contract.

(3) No payments may be made under this agreement for work completed more than 365 days after the completion date unless the date/duration listed on page A-1, is extended in writing by the Fund.

**Section 4.21 Acceptance of Guarantee Payment**

The acceptance by the Contractor or by anyone claiming by or through it, of the guarantee payment shall constitute and operate as a release to the Fund from any and all claims in connection with monies retained by the Fund. Should the Contractor refuse to accept the guarantee payment as tendered by the Fund or should the Contractor refuse to execute the guarantee application for payment without protest and without reserving any rights or claims against the Fund, it shall constitute a waiver of any right to interest on the amount of the payment so tendered and/or on the amount set forth in said guarantee application for payment.

**Section 4.22 Contractor Limited to Money Damages**

Inasmuch as the Contractor can be compensated adequately by money damages for any breach of the Contract which may be committed by the Fund, the Contractor agrees that no default, act or omission of the Fund shall constitute a material breach of the Contract entitling it to cancel or rescind the same or to suspend or abandon performance thereof; and it hereby waives any and all rights and remedies to which it might otherwise be or become entitled to because of any wrongful act or omission of the Fund or its representatives, saving only its right to money damages.

**Section 4.23 No Estoppel or Waiver**

(1) The Fund shall not be precluded or estopped by any inspection, acceptance, application for payment or payment, final or otherwise, issued or made under the Contract or otherwise issued or made by it, the Consultant, or any trustee, officer, agent or employee of the Fund, from showing at any time the true amount and character of the work performed, or from showing that any such inspection, acceptance, application for payment or payment is incorrect or was improperly issued or made; and the Fund shall not be precluded or estopped, notwithstanding any such inspection, acceptance, application for payment or payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with the Contract and any monies which may be paid to it or for its account in excess of those to which it is lawfully entitled.

(2) Neither the acceptance of all or any part of the work covered by the Contract; nor any payment therefor; nor any order or application for payment issued under the Contract or otherwise issued by the Fund, the Consultant, or any trustee, officer, agent or employee of the Fund; nor any permission or direction to continue with the performance of the Contract before or after its specified completion date; nor any performance by the Fund of any of the Contractor's duties or obligations; nor any aid lent to the Contractor by the Fund in its performance of such duties or obligations; nor any delay or omission by the Fund to exercise any right or remedy accruing to it under the terms of the Contract or existing at law or in equity or by statute or otherwise; nor any other thing done or omitted to be done by the Fund, its trustees, officers, agents or employees; shall be deemed to be a release to the Contractor or its sureties from any obligations, liabilities or undertakings in connection with the Contract or the Performance Bond or a waiver of any provision of the Contract or of any rights or remedies to which the Fund may be entitled because of any breach thereof, excepting only a written instrument expressly providing for such release or waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the Contract, because of any breach hereof, shall be deemed a waiver of any money damages to which the Fund may be entitled because of such breach. No waiver by the Fund of any breach

of the Contract shall be deemed to be a waiver of any other or any subsequent breach.

**Section 4.24 Limitation of Actions**

(1) No action or proceeding shall be maintained by the Contractor, or anyone claiming under or through the Contractor, against the Fund, or its trustees, officers, agents or employees, upon any claim arising out of or based upon the Contract or any breach thereof or by reason of any act or omission or requirement of the Fund, or its trustees, officers, agents or employees, unless:

a. Such action or proceeding is instituted in the Supreme Court of the State of New York in and for the County of Albany;

b. The Contractor or the person claiming under or through it shall have strictly complied with all requirements relating to the giving of notices and information with respect to such claims and shall have provided the Fund with both electronic and hard copy versions of any claims, including all required information and electronic and hard copy versions of all contractually required notices that the Contractor provided to the Fund and the Consultant throughout the duration of the Contract ;

c. Such action or proceeding by the Contractor shall be commenced within eighteen months after the date of substantial completion set by the Fund or its Consultant and issued in writing to the Contractor. Any action or proceeding not commenced within this time frame shall be dismissed with prejudice;

d. If the Contract is terminated or the Contractor declared in default by the Fund, such action is commenced within six (6) months after the date of such termination or declaration of default by the Fund; and

e. All claims and disputes which are subject to or related to this Contract and the Project shall be subject to non-binding mediation, at the sole option and discretion of the Fund. Should the Fund at its sole option and in the exercise of its sole discretion elect to mediate under this clause, then a letter from the Fund indicating the completion of such mediation shall be a condition precedent to any litigation by Contractor against the Fund or the State of New York. In the absence of the Fund exercising its right to proceed to mediation, the condition precedent to any litigation against the Fund of the State of New York, shall be a letter citing that the Fund declines its rights under this clause. The costs of any mediation shall be paid equally by the parties to the mediation.

(2) Notwithstanding anything in the laws of the State of New York to the contrary, the Contractor, or anyone claiming under or through the Contractor, shall not be entitled to any additional time to begin anew any other action if an action commenced within the times herein specified is dismissed or discontinued for any reason whatsoever.

**Section 4.25 Electronic Payments**

The Contractor shall provide complete and accurate payment applications in order to receive payment. Payment applications submitted must contain all information and supporting documentation required by the Fund. Payment for applications submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Fund's General Manager, in the General Manager's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the Office of the State Comptroller's website at www.osc.state.ny.us/epay/index.htm; by email at epunit@osc.state.ny.us; or by telephone at 518-474-4032. The Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Fund's General Manager has expressly authorized payment by paper check as set forth above.

## Article V
## Protection of Rights and Property

**Section 5.01 Accidents and Accident Prevention**

The Contractor shall at all times take reasonable precautions for the safety of persons engaged in the performance of the work. The Contractor shall comply fully with all applicable provisions of the laws of the State of New York and OSHA and with all valid rules and regulations thereunder. The Contractor's attention is specifically called to the applicable rules and regulations, codes and bulletins of the New York State Department of Labor.

**Section 5.02 Adjoining Property**

The Contractor shall be required to protect all the adjoining property and to repair or replace any such properties damaged or destroyed by it, its employees or subcontractors through, by reason of or as a result of activities under, for or related to the Contract.

**Section 5.03 Emergencies**

(1) In case of an emergency which threatens loss or injury to persons or property, the Contractor will be allowed to act, without previous instructions from the Consultant or the Fund, in a diligent manner, to the extent required to avoid or limit such loss or injury, and it shall notify the Consultant and the Fund immediately thereafter of the action taken by it and of such emergency. Where the Contractor has not taken action but has notified the Consultant or the Fund of an emergency which threatens loss or injury to persons or property, it shall act in accordance with the instructions and/or authorization by the Consultant or the Fund.

(2) In the event that the Contractor performs extra work in accordance with the preceding paragraph, it will be compensated therefor in accordance with the provisions of Section 4.02.

**Section 5.04 Fire Safety**

(1) Contractor shall comply with the General Requirements, Section paragraph titled Temporary Fire Protection.

(2) Solid fuel salamanders and heaters shall not be used by the Contractor or any of its subcontractors. All other salamanders used by the Contractor or any of its subcontractors shall require constant attendance of competent persons on each floor where in use.

(3) All temporary fabric used by the Contractor or any of its subcontractors for curtains or awnings shall be either non-combustible or flame retarded so that it will not burn or propagate flame.

**Section 5.05 Risks Assumed by Contractor**

(1) To the fullest extent permitted by law, the Contractor solely assumes the following distinct several risks whether they arise from acts or omissions (whether negligent or not and whether supervisory or otherwise) of the Contractor, of the Fund, of third persons or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the work covered by the Contract, whether such risks are within or beyond the control of the Contractor and whether such risks involve a legal duty, primary or otherwise, imposed upon the Fund, the Dormitory Authority of the State of New York, the State of New York or the State University of New York, excepting only risks which arise from defects in maps, plans, designs or Specifications prepared, acquired or used by the Consultant or the Fund, from the negligence of the Fund, its agents or employees or from affirmative acts of the Fund, the Dormitory Authority of the State of New York, the State of New York or the State University of New York or their trustees, officers, agents or employees committed with intent to cause the loss, damage and injuries herein below set forth:

a. The risk of loss or damage, direct or indirect, to the work covered by the Contract or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Fund or by the Contractor or any subcontractor, material man or worker performing services or furnishing materials for the work covered hereunder. The Contractor shall bear such risk of loss or damage until the work covered by the Contract has been finally accepted by the Fund or until completion of removal of such plant, equipment, tools, materials or property from the construction site and the vicinity thereof, whichever event occurs last. In the event of such loss or damage, the Contractor shall forthwith repair, replace and/or make good any such loss or damage without cost to the Fund.

b. The risk of claims, just or unjust, by third persons against the Contractor, the Fund, the Dormitory Authority of the State of New York, the State of New York, or the State University of New York on account of wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising or alleged to arise out of or as a result of or in connection with the performance by the Contractor of the work covered by the Contract (whether actually caused by or resulting from the performance of the Contract) or out of or in connection with the Contractor's operations or presence at or in the vicinity of the construction site.

(2) To the fullest extent permitted by law, the Contractor shall indemnify and save harmless the Fund, the Dormitory Authority of the State of New York, the State of New York and the State University of New York, their trustees, officers, agents or employees against all claims described above and for all costs and expenses incurred by them in the defense, settlement or satisfaction thereof, including

attorneys' fees and court costs. If so directed, the Contractor shall at its own expense defend against such claims, in which event it shall not, without obtaining express advance permission from Counsel of the Fund, raise any defense involving in any way jurisdiction of the tribunal over the Fund, governmental nature of the Fund or the provisions of any statutes respecting suits against the Fund.

(3) Neither the Fund's final acceptance of the work to be performed hereunder nor the making of any payment shall release the Contractor from its obligations under this Section. The enumeration elsewhere in the Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

**Section 5.06 Insurance Requirements**

(1) General Provisions

a. Prior to the execution of the Agreement, the Contractor shall at its sole cost and expense, procure and furnish to the Fund a Certificate of Insurance and required endorsements in a form satisfactory to the Fund demonstrating that the Contractor has complied with the specific provisions of this Article and the Agreement, The Contractor shall maintain in force and effect at all times during the Agreement from Notice to Proceed until Final Acceptance, or as may otherwise be required by this Article and the Agreement, policies of insurance covering all operations under the Agreement whether performed by the Contractor or its subcontractors as herein set forth.

b. All insurance required by the Agreement shall be written by companies that have an A.M. Best Company rating of “A-,” Class “VII” or better. In addition, companies writing insurance intended to comply with the requirements of the Agreement shall be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York or meet such other requirements as may be acceptable to the Fund in its sole and exclusive discretion. If during the duration of coverage on the Agreement, the carrier’s A.M. Best rating falls below “A-,” Class “VII,” the insurance must be replaced, on or before the renewal date of the policy with insurance that meets the requirements set forth herein.

(2) Submission of Insurance

a. **Coverage Types**. The types of insurance coverage and policy limits required from the Contractor pursuant to the Agreement are specified in Paragraph (3) Specific Coverage below and limits outlined in Schedule A attached hereto (“Schedule A”).

b. **Policy.** Except as may be otherwise specifically provided herein or agreed to in writing by the Fund, policies of insurance must be maintained on an occurrence basis at all times during the Agreement from Notice to Proceed until Final Acceptance, or as may be otherwise required by this Article and the Agreement, with limits not less than those set forth in Schedule A and as required by the terms of the Agreement, or as required by law, whichever is greater. If such insurance contains an aggregate limit, it shall apply separately on a per project basis.

c. **Certificates of Insurance.** The Contractor shall provide the Fund a Certificate or Certificates of Insurance, on the appropriate Certificate of Liability Insurance ACORD form, as well as the ACORD 855 NY form for liability insurance including required policy endorsements, in accordance with New York Insurance Law and submitted directly by the insurance broker or agent to the Fund, before commencing any work under the Agreement. The certificate C105.2 or the U26.3 (State Insurance Fund) are the only acceptable proof of coverage for Worker’s Compensation. The DB120.1 is the only acceptable proof of coverage for Disability Benefits. Certificates must reference the NAIC number of the issuing company, policy number, effective dates of coverage, policy limits consistent with Schedule A and the Agreement requirements, name the Additional Insureds, and shall name the Fund as the Certificate Holder.

d. **Primary Coverage.** The liability and protective policies of insurance shall provide primary and non-contributory coverage to the Additional Insureds required in Section 5.06(2)(h) below for any claim arising from the Contractor’s work under the Agreement, or because of the Contractor’s activities. Any other insurance maintained by the Fund or Additional Insureds shall be in excess of and shall not contribute to the Contractor’s insurance or subcontractor’s insurance, regardless of the “other insurance” clause contained in the Fund’s or Additional Insured’s policy of insurance, if any. A copy of the

endorsement reflecting this requirement may be requested by the Fund.

e. **Policy Renewal/Expiration.** Unless otherwise agreed to in writing by the Fund, all insurance policies must have a policy period of at least one year. Not less than five (5) days prior to the expiration date or renewal date of the policy for insurance, the Contractor shall supply the Fund with updated replacement certificates of insurance and required endorsements. The Contractor shall give written notice to the Fund of any letter or notification that cancels, materially changes, or non- renews the policy and the Contractor shall require the insurance carrier(s) to copy the Fund on any letter or notification that cancels, materially changes, or non- renews the policy.

Unless otherwise agreed to in writing by the Fund, policies shall be written to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days' prior, written notice except for non-payment, in which case notice shall be provided as required by law from the insurance carrier to the Fund. In addition, if required by the Fund, the Contractor shall deliver to the Fund within three (3) business days of such request a copy of any or all certificates of insurance and required endorsements not previously provided.

If, at any time during the Agreement, the Fund determines that the insurance as required is not in effect as per the terms of the Agreement, or proof thereof is not provided to the Fund, or the Contractor has otherwise failed to strictly adhere to the provisions of this Article, the Fund may withhold further Agreement payments and shall have the option to (i) direct the Contractor to stop work with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an event of default under Section 2.26 of the Agreement..

With exception of the A.M. Best rating requirements, if at any time the coverage provisions and limits of the policies of insurance required herein do not meet the provisions and limits set forth in Schedule A and the Agreement, the Contractor shall immediately cease work on the project site. Further, the Contractor will not be allowed access to the project site without providing proof of proper insurance. The Contractor shall not resume work on the project until permitted to do so by the Fund. Any delay or time lost as a result of the Contractor not having insurance or providing proof thereof as required by this Article and the Agreement shall not give rise to a delay claim or any other claim by the Contractor against the Fund. If required by the Fund, the Contractor shall deliver to the Fund within fifteen (15) business days of such request, full and complete copies of any or all policies of insurance and endorsements relating to the project that were not previously provided, certified by the insurance carrier as true and complete.

f. **Self-Insured Retention / Deductibles.** Certificates must disclose any Deductible, Self-Insured Retention, Aggregate Limit or any exclusion to the policy that materially changes the coverage required by the Agreement, and Deductibles or Self-Insured Retentions above $25,000 shall be subject to approval from the Fund. The Contractor shall be solely responsible for all claim expenses and loss payments within the Deductible or Self-Insured Retention.

g. **Subcontractors.** Should the Contractor engage subcontractors, the Contractor shall impose on those entities the general insurance requirements of this Article and the Agreement. Required insurance limits shall be determined commensurate with the work of the subcontractor. The Contractor shall maintain the subcontractor certificates of insurance and required endorsements on file which shall be delivered to the Fund within three (3) business days of such request. If required by the Fund, the Contractor shall deliver to the Fund within fifteen (15) business days of such request, full and complete copies of any or all subcontractor policies of insurance and endorsements relating to the project that were not previously provided, certified by the insurance carrier as true and complete.

h. **Additional Insureds**. The Contractor shall cause to be included in each of the liability insurance policies coverage for on-going and completed operations naming as Additional Insureds, The People of the State of New York, the State University of New York, the Dormitory Authority of the State of New York, the Fund, other such entities as named in Schedule A, and their officers, agents, and employees ("Additional Insureds"). An Additional Insured Endorsement evidencing such coverage shall be provided to the Fund prior to the commencement of the Agreement. Additional Insured protection afforded must contemplate on-going and completed operations, and the additional insured protection for products/completed operations must remain in

place for three years after Final Acceptance. For Contractors who have Self-Insured Retention, the Contractor shall be obligated to defend and indemnify the above-named Additional Insureds with respect to Commercial General Liability insurance and Business Automobile Liability insurance, in the same manner that the Contractor would have been required to pursuant to this Article had the Contractor obtained such insurance policies.

i. **Waiver of Subrogation.** Unless otherwise agreed to in writing by the Fund, with the exception of Disability policies, all policies of insurance must be endorsed to provide that there shall be no right of subrogation against the State of New York, the State University of New York, the Dormitory Authority of the State of New York, the Fund, the Additional Insureds, and their officers, agents and employees. To the extent that any of the policies of insurance prohibit such a waiver of subrogation, the Contractor shall secure the necessary permission to make this waiver.

(3) Specific Coverage

The Contractor shall obtain and maintain in full force and effect, the following insurance with limits not less than those described in Schedule A and as required by the terms of the Agreement, or as required by law, whichever is greater:

a. **Commercial General Liability Insurance.** A Commercial General Liability ("CGL") insurance policy with coverage that shall include, but not be limited to, coverage for bodily injury, property damage, personal/advertising injury, premises liability, independent contractors/ subcontractors, blanket contractual liability including tort liability of another assumed in contract, liability arising from all work and operations under the Agreement, defense and indemnification obligations, including those assumed under the Agreement, cross liability coverage for Additional Insureds, products/completed operations for a term no less than three years commencing upon Final Acceptance, explosion, collapse, and underground hazards, contractor means and methods, and liability resulting from Section 240 or Section 241 of the NYS Labor Law. Such policy shall be written on ISO Occurrence form CG 00 01 or a substitute form that is acceptable to the Fund, providing equivalent coverage.

The General Aggregate limit included in the CGL insurance shall apply separately on a per project basis at the limits set forth herein in Schedule A.

Insurance policies that remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) so as to limit coverage against claims that arise out of the work under the Agreement, or that remove or modify the "insured contract" exception to the employers liability exclusion, or that do not cover the Additional Insureds for claims involving injury to employees of the Named Insured or subcontractors, are not acceptable.

In the event any work under the Agreement involves activity on or within 50 ft. of railroad property or a railroad right-of-way or requires entrance upon a railroad property or railroad right-of-way, or requires an assignment of a Railroad employee, any exclusion for such work must be deleted. In addition, the Contractor shall otherwise fully comply with Section 5.06 (3)h below. For purposes of this paragraph, a subway is also a railroad.

b. **Comprehensive Business Automobile Liability Insurance.** A Commercial Automobile Liability insurance policy at the limits set forth herein in Schedule A covering liability arising out of the use of any motor vehicle in connection with the Agreement, including owned, leased, hired, and non-owned vehicles bearing, or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear license plates. If the Agreement involves the removal of hazardous waste from the project site or otherwise transporting Hazardous Materials, pollution liability coverage for covered autos shall be provided.

c. **Workers' Compensation.** New York State Workers' Compensation (including occupational disease) and Employer's Liability insurance coverage during the life of the Agreement for the benefit of the Contractor's and its subcontractors' employees as are required to be covered by the New York State Workers' Compensation Law.

In the event any of the work under the Agreement involves activity on or near a shoreline or on or near navigable waterways or when any part of the work under the Agreement is connected to water related activities, an endorsement to the Workers' Compensation policy or the Protection &

Indemnity policy providing coverage for all of the Contractor's and its subcontractors' employees under the Jones Act and the US Longshore and Harbor Workers' Compensation Act will be required and shall be delivered to the Fund within three (3) business days of such request. A waiver of subrogation in favor of the Additional Insureds must be included on the policy. In addition, the Contractor shall otherwise fully comply with Section 5.06(3)g below.

Evidence of Workers' Compensation and Employer's Liability coverage must be provided to the Fund on forms specified by the Chairman of the New York State Workers' Compensation Board.

d. **Disability Benefits.** Disability coverage during the life of the Agreement for the benefit of the Contractor's and its subcontractors' employees as are required to be covered by the New York State Disability Benefits Law.

Evidence of New York State Disability Benefits coverage must be provided to the Fund on forms specified by the Chairman of the New York State Workers' Compensation Board.

e. **Umbrella and Excess Liability.** When the limits of the CGL, Auto, and/or Employers Liability policies procured are insufficient to meet the limits specified in Schedule A, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary, provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary. Any insurance maintained by the Fund or Additional Insureds shall be considered in excess of and shall not contribute with any other insurance procured or maintained by the Contractor including primary, umbrella and excess liability regardless of the "other insurance" clause contained in either party's policy.

f. **Contractor's Pollution Liability.** If the Agreement involves abatement, handling, removal, repair, replacement, enclosure, encapsulation and/or disposal of any pollutants, which includes but is not limited to, petroleum, petroleum products, Hazardous Materials or substances including asbestos, lead, mercury, PCBs, fungus and those as defined by applicable State and federal laws and regulations (collectively referred to as "Hazardous Activities"), the Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the Agreement, from Notice to Proceed and for three years after Final Acceptance, Contractor's Pollution Liability with limits as set forth in Schedule A, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Fund or Additional Insureds arising from the Contractor's or its subcontractors' work under the Agreement.

In addition, in the event the Contractor or any subcontractor is engaged in Hazardous Activities related to the Agreement, the Contractor or subcontractor shall, to the fullest extent permitted by law, hold harmless and indemnify the Additional Insureds and their trustees, officers, agents or employees, for any claims or liabilities in connection with illness or sickness arising from work performed, not performed, or which should have been performed. The Contractor shall have said hold-harmless and indemnification conditions stipulated in all contracts with subcontractors.

g. **Marine General Liability, Protection & Indemnity, Hull & Machinery, Jones Act and United States Longshore and Harbor Workers' Act Coverage.** In the event any of the work under the Agreement involves activity on or near a shoreline or on or near navigable waterways or when any part of the work under the Agreement is connected to water related activities (collectively referred to as "Marine Operations"), Marine General Liability, Protection & Indemnity and Hull and Machinery coverage is required. Hull and Machinery coverage shall be provided for the total value of the watercraft and equipment used. The Contractor shall obtain Marine General Liability and Protective and Indemnity Liability Insurance for all Marine Operations relating to the Agreement at the limits set forth herein in Schedule A. Any endorsements that eliminate or minimize coverage for claims related to the imposition of New York Labor Law are prohibited. Certificate of Liability Insurance must be provided that certifies the required coverage is in place and

must be accompanied by an ACORD 855 form or its equivalent.

h. **Railroad Protective Liability**. In the event any work under the Agreement involves activity on or within 50 ft. of railroad property or a railroad right-of-way, or requires entrance upon a railroad property or railroad right-of-way, or requires an assignment of a Railroad employee, the Contractor shall provide and maintain a Railroad Protective Liability ("RPL") Insurance Policy in the amount required by the respective railroad as set forth herein in Schedule A. For purposes of this paragraph, a subway is also a railroad.

The RPL policy must name the Railroad as the Named Insured. No Additional Insureds may be listed on the RPL policy and the definition of "physical damage to property" must be amended to mean direct and accidental loss of or damage to "all property of any Named Insured and all property in any Named Insured's care, custody or control."

Evidence of RPL must be provided to the Fund on a Certificate of Insurance, and a detailed Binder pending issuance of the policy, or on an ISO-RIMA or equivalent form approved by the Railroad and meet any other requirements as specified by the Railroad and/or the Fund."

**Section 5.07 Builder's Risk**

(1) The Contractor shall procure and maintain, at its own cost and expense, until final acceptance of all work covered by this Contract or until the Project has been turned over for use by the State University of New York, whichever event occurs earlier, a builder's risk insurance policy covering all risks, with fire, extended coverage, vandalism and malicious mischief coverage. In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the insurance company. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by operation of any law, ordinance, or regulation, and property of the State held in their care, custody and/or control.

(2) The policy shall be in an amount equal to the Project's insurable value, i.e., the Contract consideration less the cost of the Contractor's Performance and Labor and Material Bonds; the cost of trees, shrubbery, lawn grass, plants and the maintenance of the same; the cost of demolition; the cost of excavation; the cost of foundations, piers or other supports which are below the undersurface of the lowest basement floor, or where there is no basement, which are below the surface of the ground, concrete and masonry work; the cost of underground flues, pipes or wiring; the cost of earthmoving, grading and the cost of paving, roads, walks, parking lots or athletic fields; and the cost of bridges, tunnels, dams, piers, wharves, docks, retaining walls and radio and/or television towers and antennas.

(3) The policy may contain a provision for a $500 deductible for each loss to a Project having an insurable value of less than $1,500,000 and a $1,000 deductible for each loss to a Project having an insurable value of $1,500,000 or more.

(4) The Fund, the Contractor and its subcontractors, as their interests may appear, shall be named as the parties insured under said policy.

(5) The Contractor shall have the sole responsibility to promptly report any loss to the insurer and/or its representatives and to furnish the latter with all necessary details relating to the occurrence of the loss and the amount thereof. The Fund, the Contractor and all subcontractors of the Contractor waive all rights, each against the others, for damages caused by fire or other perils covered by insurance provided under the terms of this Section, except such rights as they may have to the proceeds of insurance received; provided, however, this waiver shall not apply to any manufacturer, supplier or similar agent under any guarantee or warranty.

(6) The Contractor shall not violate or permit to be violated any condition of such policy and shall at all times satisfy the fire safety requirements of the Fund and the insurance company issuing the same.

(7) The procurement and maintenance of said policy shall in no way be construed or be deemed to relieve the Contractor from any of the obligations and risks imposed upon it by this Contract or to be a limitation on the nature or extent of such obligations and risks.

(8) Not less than thirty days prior to the expiration date or renewal date, the Contractor shall supply the Fund with an updated replacement certificate of insurance and endorsements. The Contractor shall advise the Fund of any letter or notification that cancels, materially changes, or non-renews the policy and Contractor shall require the insurance carrier(s) to copy the Fund on any letter or notification that cancels, materially changes, or non-

renews the policy. Before the Contractor shall be entitled to have any progress payment rendered on account of the work which is to be insured pursuant to this Section, it shall furnish to the Fund a certificate in duplicate of the insurance herein required. Such insurance must be procured from an insurance carrier approved by the Fund, licensed to do business in the State of New York ("admitted" carrier), and rated at least "A-" by A.M. Best Company.

**Section 5.08 Effect of Procurement of Insurance**

Neither the procurement nor the maintenance of such insurance shall in any way affect or limit the obligations, responsibilities or liabilities of the Contractor hereunder.

**Section 5.09 No Third Party Rights**

Nothing in this Section or in this Agreement shall create or give to third parties, except the Dormitory Authority of the State of New York, the State of New York and the State University of New York any claim or right of action against the Contractor, the Consultant, the Fund, the Dormitory Authority of the State of New York, the State of New York and the State University of New York beyond such as may legally exist irrespective of this Section or this Agreement.

## Article VI
## Minority and Women's Business Enterprises (MWBEs) / Equal Employment Opportunity (EEO) Provisions

**Section 6.01 Definitions**

The terms "Minority-owned business enterprise" ("MBE**"),** "Women-owned business enterprise" ("WBE") or "minority group member", and "Subcontract" shall have the same meaning as under Article 15-A of the New York State Executive Law, and 5 NYCRR Parts 140 – 145, as the same may be from time to time amended.

**Section 6.02 MWBE/EEO Policy Statement**

(1) The Fund recognizes the need to take affirmative action to promote the employment of minority group members and women and to ensure that Minority and Women Business Enterprises are given the opportunity to participate in the performance of its construction program. This opportunity for participation in our free enterprise system by socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy. Accordingly, it is the policy of the Fund to provide for participation of minorities and women on the Project.

(2) The Contractor acknowledges its understanding of the policy herein stated and agrees to cooperate with the Fund in the implementation of this policy.

**Section 6.03 Participation by Minority and Women's Business Enterprises (MWBEs)/ Equal Employment Opportunity (EEO)**

(1) General Provisions

a. The Fund is required to implement the provisions of New York State Executive Law Article 15-A, 5 NYCRR Parts 140-145 of the New York Codes, Rules and Regulations ("NYCRR"), and Executive Order No. 162 dated January 9, 2017 ("E.O. 162") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovation and/or construction.

b. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Fund, to fully comply and cooperate with the Fund in the implementation of New York State Executive Law Article 15-A, the regulations promulgated thereunder, and E.O. 162. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-

responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section 7 of this Article, withholding of funds and such other remedies as may be available to the Fund pursuant to the Contract and applicable law, including but not limited to bid rejection or contract termination for cause.

d. Contractor will include the provisions of this Article in each and every agreement, contract, and/or subcontract with each and every subcontractor and supplier in such a manner that the provisions of this Article will be binding upon each subcontractor and supplier as to work in connection with and related to this Agreement. All subcontractors and suppliers must be approved by the Fund and the MWBE Utilization plans are subject to approval by the Fund's Opportunities Program.

(2) Contract Goals

a. For purposes of this Contract, the Fund hereby establishes goals of % for New York State-certified Minority-Owned Business Enterprises ("MBE") participation and % for New York State-certified Women-Owned Business Enterprises ("WBE") participation (collectively "MWBE Contract Goals") based on the current availability of MBEs and WBEs.

i. The % goal for Minority-Owned Business Enterprise participation shall be applied as follows: a maximum of one third (1/3) of the goal may be applied to purchases of materials, supplies, and equipment from MBEs.

ii. The % goal for Women-Owned Business Enterprise participation shall be applied as follows: a maximum of one third (1/3) of the goal may be applied to purchases of materials, supplies, and equipment from WBEs.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section 2a hereof, Contractor should reference the Directory of New York State Certified MWBEs found at the following internet address: https://www.ny.newnycontracts.com. Additionally, the Contractor is encouraged to contact the Fund's Opportunities Program Office. The Contractor can also reach out to the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR §140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier, that shall be deemed to represent the commercially useful function performed by the MWBE, shall be 60 percent of the total value of the contract. The portion of a contract with an MWBE serving as a broker, that shall be deemed to represent the commercially useful function performed by the MWBE, shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

d. Where MWBE Contract Goals have been established herein, the Contractor must document "good faith efforts" pursuant to pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBE's as subcontractors and suppliers, in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

i. Evidence of outreach to MWBEs,

ii. Any responses from MWBE's to the Contractor's outreach;

iii. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade and minority or women-owned publications;

iv. The dates of attendance at any pre-bid, pre-award or other meetings, if any, scheduled by the Fund with MWBE's; and,

v. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract Scope of work to maximize opportunities for MWBE participation.

(3) Equal Employment Opportunity (EEO)

a. The provisions of Article 15-A of the Executive Law, the rules and regulations promulgated thereunder, and E.O. 162 pertaining to equal employment opportunities for minority group members and women, shall apply to the Contract. Contractor agrees to be bound by them. In the event of any conflict, the provisions of the statute, regulations and Executive Order shall govern over any contrary provisions of this Agreement.

b. In performing the Contract, the Contractor shall:

i. Ensure that the Contractor and each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. Within seven (7) calendar days after the opening of bids or upon receipt of a request by the Fund, the Contractor shall have submitted an EEO policy statement to the Fund.

iii. If the Contractor or any of its sub-contractors do not have an existing EEO policy statement, the Fund may require the Contractor or subcontractor to adopt a model statement.

iv. The Contractor's EEO policy statement shall include the following language:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

(b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(c) At the request of the Fund, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor 's obligations herein.

(d) The Contractor will include the provisions of paragraphs a through c of this subdivision (iv) and paragraph e of this subsection 3 which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivision will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

To ensure compliance with E.O.162, in connection with all low bids in excess of $250,000, the Contractor shall, as a required condition of contract award, prepare and submit a staffing plan, as part of the Contractor's bid or proposal, or within a reasonable time after the bid opening or proposal submission and prior to final contract award, as directed by the Fund. The Contractor shall do so using the staffing plan form provided by the Fund, to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories.

d. Monthly Workforce Utilization/Gross Wages

Report

i. For each and every real property renovation and/or construction contract in excess of $100,000, the Contractor shall, during the term of the Contract and as part of the normal course of performing the work of the Contract, submit a monthly Workforce Utilization/Gross Wages Report, and shall require each of its subcontractors to submit a Workforce Utilization/Gross Wages Report in the electronic form prescribed by the Fund on a monthly basis.

ii. Separate forms shall be completed by the Contractor and any subcontractors.

iii. Pursuant to E.O.162, in addition to required Equal Employment Opportunity (EEO) information, the Contractor and its subcontractors are also required to include in such monthly reports the job titles and gross wages paid to each of their employees for the work performed by such employees on the Contract; or for each and every member of their entire workforce, if they are unable to determine which employees are working directly on the contract for which the report is submitted.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and sub-contractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(4) MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan for the Fund's approval prior to the execution of the Contract and within seven (7) calendar days after receipt of a request thereof.

b. Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.

c. Contractor further agrees that a failure to submit and/or adhere to such MWBE Utilization Plan may constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Fund shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive

(5) Waivers

If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through a method provided by the Fund. Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If documentation included with the waiver request is completed, the Fund shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

If the Fund, upon review of the MWBE Utilization Plan, the reports described in Section 6.04, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, the Fund may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

(6) Liquidated Damages

a. Where the Fund determines that Contractor is not in compliance with the provisions of this Article and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE Contract Goals, Contractor shall be obligated to pay liquidated damages to the Fund.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

ii. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Fund, Contractor shall pay such liquidated damages to the Fund within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

**Section 6.04 Reports, Records and Documentation**

a. The Contractor shall, for each and every real property renovation and/or construction contract in excess of $100,000, file with the Fund monthly reports in the electronic form prescribed by the Fund, regarding actions taken pursuant to this Article, as well as a list of and value of subcontracts and supply contracts.

b. The Contractor shall permit access to its books, records and accounts by the Fund for purposes of investigation to ascertain compliance with the provisions of this Article. The Contractor shall include this provision in every subcontract so that such provision will be binding upon each subcontractor.

c. Failure to comply with the foregoing requirements entitles the Fund to take such action as the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract. Such failure may also result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract.

## Article VII
## Provisions Required by Law

**Section 7.01 Provisions Deemed Inserted**

Each and every provision required by law to be inserted in the Contract, including, but not limited to, the applicable provisions set forth in Schedule "A" which is attached hereto and made a part hereof, shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and, in the event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

**Section 7.02 Wage Rates**

The Contractor shall post the appropriate prevailing wage schedules in a conspicuous place at the construction site. The Department of Labor shall provide the Contractor with posters relating to prevailing wage rates and same shall be displayed by the Contractor in a conspicuous place at the construction site. The Contractor shall also distribute wallet cards, to be provided by the Department of Labor, to all workers engaged at the construction site containing information relating to wage rates and telephone numbers to call if a worker believes his or her rights are being violated. The Contractor shall provide each worker with a written notice, informing them of the applicable prevailing wage requirements, and the Contractor must obtain a signed statement or declaration from such worker attesting to the fact that he or she has been given this information. Further, the Contractor is required to keep certified copies of its payrolls at the construction site.

**Section 7.03 Iran Energy Sector Divestment**

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012 (Act), the Office of General Services is required to post on its website a list of persons who have been determined to engage in investment activities in Iran (“prohibited entities list”), as defined by the Act. New York State Public Authorities Law § 2879-c, with certain exceptions, prohibits the Fund from entering into or awarding a Contract with persons identified on the prohibited entities list and requires that the person (as defined in paragraph (e) of subdivision one of Section 165-a of the State finance law) entering into the contract with the Fund certify, under penalty of perjury, that it is not on the prohibited entities list. By signing this Agreement with the Fund, each person (as defined in paragraph (e) of subdivision one of Section 165-a of the State finance law) and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that

to the best of its knowledge and belief that each person is not on the prohibited entities list.

**Article VIII**
**Vendor Responsibility**

(1) The Contractor shall at all times during the Agreement term remain responsible. The Contractor shall provide the Fund with written notice as required by this Article of any issues impacting its responsibility, which shall minimally include updated responses to the its filed vendor responsibility questionnaire. The Contractor agrees, if requested by the Fund, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance and organizational and financial capacity.

(2) The Fund, at its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when the Fund discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Agreement activity may resume at such time as the Fund issues a written notice authorizing a resumption of performance under the Agreement.

(3) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Fund officials or staff, the Contractor may be terminated by the Fund at the Contractor's expense where the Contractor is determined by the Fund to be non-responsible. In such event, the Fund may complete the contractual requirements in any manner that the Fund may deem advisable and pursue available legal or equitable remedies for breach.

(4) In addition to the notice requirements set forth in Section 1.12 of this Agreement, the Contractor shall provide the notice required by this section as follows:

**The State University Construction Fund**
Attention: Harry McLellan, General Counsel
The H. Carl McCall SUNY Building
353 Broadway, Albany, NY 12246
Telephone Number: (518) 320-1748
E-mail address: Harry.McLellan@suny.edu

In no case shall termination of the Contract by the Fund be deemed a breach by the Fund thereof, nor shall the Fund be liable for any damages or lost profits or otherwise, which may be sustained by Contractor as a result of such termination.

**Article IX**
**Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance**

(1) Article 17-B of New York State Executive Law acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, the Contractor for the Project and Work defined in this Agreement, agrees to, at no additional cost to the Fund, fully comply and cooperate with the Fund's implementation of New York State Executive Law Article 17-B and provide opportunities for SDVOBs in the fulfillment of the requirements of this Agreement. SDVOBs can be readily identified on the directory of certified businesses at:

https://ogs.ny.gov/Veterans/#1

(2) The Contractor is strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, Contractors are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law

(3) Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its SDVOB partners. SDVOBs will promote the Contractor's optimal performance under the Agreement, thereby fully benefiting the public sector programs that are supported by associated public procurements.

(4) Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by the Contractor. The Fund, therefore, expects Contractors to provide maximum assistance to SDVOBs in the performance of services for this Agreement. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

(5) For the purposes of this Agreement, the Fund hereby establishes the goal of % participation for SDVOBs. For the purposes of providing meaningful

participation by SDVOBs on the Agreement and achieving the Agreement Goal, the Contractor should reference the directory of New York State Certified SDVOBs at the following internet address:

https://ogs.ny.gov/Veterans/#1

(6) Damages – SDVOB Participation: Any Contractor who willfully and intentionally fails to comply with the SDVOB participation requirements of the SDVOB regulations set forth in 9 NYCRR Section 252, and as set forth in this Agreement, shall be liable to the Fund for damages as otherwise specified in this agreement, and shall provide for other appropriate remedies on account of such breach. Damages shall be calculated based on the actual cost incurred by the Fund related to the Fund's expenses for personnel, supplies and overhead related to establishing, monitoring and reviewing certified SDVOB enterprise programmatic goals.

(7) The Contractor is required to submit a Compliance Report to the Fund in every application for payment or by request of the Fund and such report must document the progress made towards achievement of the SDVOB goal of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

STATE UNIVERSITY CONSTRUCTION FUND

By _____

Title _____

Name _____

(COMPANY NAME)

By _____

Date: _____

SUCF Project No. (  )

*If Corporation, affix Corporate Seal*

**Contract No. DXXXXXX**

## ACKNOWLEDGMENTS

(ACKNOWLEDGMENT BY INDIVIDUAL)

STATE OF )
COUNTY OF ) SS:

On this _____ day of _____, 20 _____, before me personally came

_____, to me known and known to me to be the

person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

_____
Notary Public

(ACKNOWLEDGMENT BY PARTNERSHIP)

STATE OF )
COUNTY OF ) SS:

On this _____ day of _____, 20 _____, before me personally came

_____, to me known and known to me to be the

person who executed the above instrument, who, being duly sworn by me, did for h self depose and say that he is a

member of the firm of _____ consisting of h self and
_____

that he executed the foregoing instrument in the firm name of _____

and that he had authority to sign same, and he did duly acknowledge to me that he executed the same as the act and deed

of said firm of _____,for the uses and purposes mentioned therein.

_____
Notary Public

(ACKNOWLEDGEMENT BY CORPORATION)

STATE OF )
COUNTY OF ) SS:

On this _____ day of _____, 20____, before me personally came

_____, to me known, who, being by me duly sworn, did depose

and say that he/she/they reside(s) in _____; that he/she/they is (are) the

_____ (president or other officer or director or attorney in fact duly appointed) of the

_____ (name of corporation), the corporation described in and which executed

the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said

corporation.

_____
Notary Public

# State University Construction Fund Appendix "A"
# Standard Clauses For New York State Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State or the State University Construction Fund, whether a contractor, licensor, licensee, lessor, lessee or any other party; the State University Construction Fund shall hereinafter be referred to as the "Fund"):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State and the Fund shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's or the Fund's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the Fund and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The Fund retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the Fund. The Contractor may, however, assign its right to receive payments without the Fund's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law and Section 373 of the Education Law, the State Comptroller's approval is required for the following contracts: (i) goods, services, construction and construction-related services which exceed $75,000 and (ii) purchases utilizing an Office of General Services centralized contract which exceed $200,000;

(b) If this contract exceeds the threshold amounts listed above in Paragraph 3(a), or, if this is an amendment for any amount to a contract which, as so amended, exceeds said threshold amounts, or if, by this contract, the State or the Fund agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the Fund or the State and the Fund and the State shall bear no liability, until it has been approved by the State Comptroller or the pertinent pre-audit reviw period has elapsed without State Comptroller approval or rejection and such contracts are filed in his or her office.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in

accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the Fund of any Fund approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Fund a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

**9. SET-OFF RIGHTS.** The State and the Fund shall have all common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's and the Fund's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State or the Fund with regard to this contract or any other Fund contract, as well as any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State or the Fund for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State and the Fund shall exercise their set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State, the Fund, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the Fund and any other agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Fund shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i)

the Contractor shall timely inform an appropriate Fund official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's or the Fund's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to the Fund by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the Fund or the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the Fund contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Fund; or (ii) a written agreement in excess of $100,000.00 whereby the Fund is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the Fund's request, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State and the Fund shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The Fund shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Fund shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law. For the purposes of Article 11-A of the State Finance law, the Controller's Office of the State University Construction Fund, whose mailing address is the H. Carl McCall SUNY Building, 353 Broadway, Albany, New York 12246, is the Fund's designated payment office.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Fund's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Fund, in writing, of each and every change of address to which service of process can be made. Service by the Fund to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State and the Fund; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State

business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue, 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the Fund upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) ) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208.

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the Fund may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the Fund discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the contract, if the Fund determines that such action is in the best interests of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Fund.

During the term of the Contract, should the Fund receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the Fund will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Fund shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.
The Fund reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

SCHEDULE I Unit Prices

Refer to Section 4.04 of the Agreement for additional information.

| Work or Material Description | Amount in Words | Amount in Figures |
|---|---|---|

SCHEDULE II Allowance(s)

Refer to Section 4.05 of the Agreement for additional information. The amount(s) indicated below shall be included in the Total Bid amount and their total indicated on the Proposal in the space provided.

| Work or Material Description | Amount in Words | Amount in Figures |
|---|---|---|

SCHEDULE III Field Order Allowance

Refer to Section 4.05A of the Agreement for additional information. The amount indicated below shall be included in the Total Bid amount and indicated on the Proposal in the space provided.

_____ _____

(in words) (in figures)

State University Construction Fund

# Insurance Requirements
## Schedule A

**Project: 161026 - 00- Renovate Plant Science Building**
**Contract Type: Construction - Full Service**

**All certificate(s) of Insurance/Acord Form must be submitted pursuant to Contract Article 5.06 and include the following information:**

- For each insurance certificate, the name and NAIC number of issuing company, number of policy, with effective dates and deductibles, if applicable
- Policy limits consistent with the requirements listed below
- Certificate must disclose the policies are on a primary and non-contributory basis
- The contract/project number assigned by the Fund
- Carriers must meet the following criteria:(1) AM Best Company rating of A- or greater, (2) financial score of VII or greater

| | Policy Limits | | | | |
|---|---|---|---|---|---|
| **Insurance Type** | **Per Occurrence** | **Per Aggregate** | **Products & CO** | **Minimum Limits and Special Conditions** | **Forms** |
| Worker's Compensation | As required by NYS | | | Statutory per New York State laws without regard to jurisdiction. Waiver of Subrogation is required. | Form C105.2 (Certificate of NYS Workers' Compensation Coverage) or the U-26.3 (State Insurance Fund Certificate) |
| Disability | As required by NYS | | | Statutory per New York State laws without regard to jurisdiction. | Form DB120.1 (Certificate of Insurance Coverage under the NYS Disability Benefits Law). |
| General Liability | 10,000,000 | 10,000,000 | 10,000,000 | General Aggregate limit must apply per project. | Accord 25 and Certificate of Liability Addendum Acord 855 |
| Automobile | 1,000,000 | | | | |
| Builder's Risk | To Be Determined | | | | State University Construction Fund, the contractor, and its subcontractors to be added a Named Insured. |

| | Contract Additional Insurance | | | | |
|---|---|---|---|---|---|
| **Insurance Type** | **Per Occurrence** | **Per Aggregate** | **Products & CO** | **Minimum Limits and Special Conditions** | **Forms** |
| Pollution (Asbestos) | 2,000,000 | 2,000,000 | | | Accord 25 certificate and endorsements the endorsement may be replaced with the CG 20 38 or its equivalent. |

State University Construction Fund

# Insurance Requirements
## Schedule A

**Project: 161026 - 00- Renovate Plant Science Building**
**Contract Type: Construction - Full Service**

**Additional Insured for each liability insurance policy, including coverage for on-going and completed operations:**

- The People of the State of New York
- The State University of New York
- The Dormitory Authority of the State of New York
- The State University Construction Fund
- The Campus
- If applicable, Construction Manager
- If applicable, Railroad
- The officers, agents, and employees of those listed above
- If applicable, non-state landowner impacted by this work

**Guidance to Submit Insurance Certificates**

- Certificates must be signed.
- Acord forms must be emailed directly by the agent or carrier.
- Email certificates and other insurance related correspondence to sucf.insurance@suny.edu.
- Include in the subject line the SUCF contract number or project number.
- Please do not mail additional copies to the Fund.

**Report Notes:** Construction Manager and Cornell University must be included as additionally insured.

# LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

(hereinafter called the "Principal") and

(hereinafter called the "Surety") are held and firmly bound to the State University Construction Fund (hereinafter called the "Fund") in the full and just sum of

dollars ($ )

good and lawful money of the United States of America, for the payment of which sum of money, well and truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the

day of , 20 ,

with the Fund for the

a copy of which Contract is annexed to and hereby made a part of this Bond as though herein set forth in full; and

WHEREAS, the Fund has required this Bond guaranteeing prompt payment of monies due to all persons furnishing the Principal or any subcontractor of the Principal with labor or materials in the prosecution of the work provided in such Contract;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall

promptly pay all monies due to all persons furnishing the Principal or any subcontractor of the Principal with labor or materials in the prosecution of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, the said Surety, for value received, hereby stipulates and agrees that no change, extension, alteration or addition to the terms of the said Contract or Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension, alteration or addition; and further.

PROVIDED, HOWEVER, the place of trial of any action on this Bond shall be in the county in which the said Contract was to be performed, or if said Contract was to be performed in more than one county, then in any such county, and not elsewhere; and further

PROVIDED, HOWEVER, this Bond shall be enforceable in accordance with the terms and provisions of Section 137 of the State Finance Law.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and the Surety has caused this instrument to be signed by its attorney-in-fact and its corporate seal to be hereto affixed this

day of ,20 .

_____
*Principal*

By _____

*(If Corporation, affix corporate seal)*

_____
*Surety*

By _____

(If Corporation, affix corporate seal)

# PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

(hereinafter called the "Principal") and

(hereinafter called the "Surety") are held and firmly bound to the State University Construction Fund (hereinafter called the "Fund") in the full and just sum of

dollars ($ )

good and lawful money of the United States of America, for the payment of which sum of money, well and truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the day of , 20 , with the Fund for the

a copy of which Contract is annexed to and hereby made part of this Bond as though herein set forth in full; and

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, its representatives or assigns, shall well and faithfully comply with and perform all the terms, convenants and conditions of said Contract on its part to be kept and performed and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to the true intent and meaning of said Contract, including repair and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the Fund from all cost and damage which it may suffer by reason of failure to do so, and shall fully reimburse and repay the Fund for all outlay and expense which the Fund may incur in making good any such default, and shall protect the said Fund against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said Fund or its trustees, officers, agents or employees or which the said Fund may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair of maintenance thereof, or the manner of doing the same, or the neglect of the said Principal, or its agents, or the improper performance of the said work by the said Principal, or its agents, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Fund, to fully perform and complete the work mentioned and described in said Contract, pursuant to the terms, conditions, and convenants thereof, if for any cause the Principal fails or neglects to so fully perform and complete such work and the Surety further agrees to commence such work of completion within ten (10) calendar days after written notice thereof from the Fund and to complete such work within 10 (10) calendar days from the expiration of the time allowed the Principal in the Contract for the completion thereof; and further

PROVIDED, HOWEVER, the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by an extension of time, modification, omission, addition, or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer of any work to be performed or any monies due or to become due thereunder or by the Fund's takeover, use, occupancy or operation of any part or all of the work covered by the Contract; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, transfers, takeovers, uses, occupancies or operations, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and the Surety has caused this instrument to be signed by its attorney-in-fact, and its corporate seal to be hereunto affixed this day of , 20 .

_____
*Principal*

By _____

*(If Corporation, affix corporate seal)*

_____
*Surety*

By _____

*(If Corporation, affix corporate seal)*

# ACKNOWLEDGMENTS FOR BONDS

(ACKNOWLEDGMENT BY PRINCIPAL, UNLESS IT BE A CORPORATION)

STATE OF )
) ss.:
COUNTY OF )

On this _____ day of _____, 20_____ , before me personally came

_____, to me known and known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same.

_____
*Notary Public*

(ACKNOWLEDGMENT BY PRINCIPAL, IF A CORPORATION)

STATE OF )
) ss.:
COUNTY OF )

On this _____ day of _____, 20_____ , before me personally came

_____, to me known who, being by me

duly sworn, did depose and say that he resides in _____;

that he is the _____of the

_____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation and that he signed h name thereto by like order.

_____
*Notary Public*

(ACKNOWLEDGMENT BY SURETY COMPANY)

STATE OF )
) ss.:
COUNTY OF )

On this _____ day of _____, 20_____, before me personally came

_____, to me known who, being by me

duly sworn, did depose and say that he resides in _____;

that he is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation and that he signed h name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

_____
*Notary Public*

# 00 73 25 SUPPLEMENTAL CONDITIONS

PROJECT LABOR AGREEMENT

Docusign Envelope ID: E64A0339-EF1A-8BEC-8374-2320EDEB948B

# PROJECT LABOR AGREEMENT
# COVERING
# NEW YORK STATE COLLEGE OF AGRICULTURE AND LIFE SCIENCES
# AT CORNELL UNIVERSITY
# SUCF PROJECT NO. 161026
# RENOVATE PLANT SCIENCE – PHASE 2 PROJECT

*Between*

TOMPKINS-CORTLAND BUILDING & CONSTRUCTION TRADES COUNCIL, AFL-CIO

*And*

BUFFALO CONSTRUCTION CONSULTANTS, LLC

Docusign Envelope ID: E64A0339-EF1A-8BEC-8374-2320EDEB948B

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# PROJECT LABOR AGREEMENT
# COVERING
# NEW YORK STATE COLLEGE OF AGRICULTURE AND LIFE SCIENCES AT CORNELL UNIVERSITY
# SUCF PROJECT NO. 161026
# RENOVATE PLANT SCIENCE – PHASE 2 PROJECT

## ARTICLE 1 – PREAMBLE

WHEREAS, the State University Construction Fund ("SUCF" "Owner"), the New York State College of Agriculture and Life Sciences at Cornell University ("SUNY") and the General Contractor (defined herein) desire to provide for the efficient, safe, quality, and timely completion of construction described herein relating to the Renovate Plant Science – Phase 2 Project ("The Project") in a manner designed to afford the lowest reasonable costs to the Owner, and the public it represents, and the advancement of permissible statutory objectives;

WHEREAS, Owner has engaged Seeler Engineering, P.C. ("Seeler") to undertake a study of whether the use of a Project Labor Agreement will best serve the Owner's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost saving advantages, and any local history of labor unrest;

WHEREAS, Seeler's *Report Project Labor Agreement Benefits Analysis*, (the "study") dated August 25, 2025 ("*Report*"), concluded that use of a Project Labor Agreement would provide the Owner with measurable economic benefits and would promote the Owner's interest in obtaining the best work at the lowest prices as well as preventing favoritism, fraud and corruption; and

WHEREAS, the Owner has carefully reviewed and considered Seeler's *Report* and finds, among other things, that Owner's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, preventing the impact of delay, avoiding labor unrest, and gaining measurable management flexibility and benefits are best met by requiring a Project Labor Agreement and, therefore, directs that a Project Labor Agreement be made part of the Project; and

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia, by:

(1) providing a mechanism for achieving the most cost efficient and effective means of construction, including direct and indirect labor and other cost savings,

(2) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace on the jobsite for the duration of the covered work,

(3) standardizing the terms and conditions governing the employment of labor on covered work,

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(4) permitting wide flexibility in work scheduling and shift hours and times,

(5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction.

(6) furthering public policy objectives as to improved employment opportunities in the construction industry for residents, minorities, women and the economically disadvantaged;

(7) ensuring a reliable source of skilled and experienced labor,

(8) expediting the construction process, enhancing the Owner's ability to keep existing facilities functional, and otherwise minimizing public inconveniences relating to that construction;

(9) complying with the goals established under Articles 15-a and 17-b of the Executive Law for the Project Work for fostering increased participation by Minority and Women- owned Business Enterprises ("MWBEs") and Service-Disabled Veterans-Owned Businesses ("SDVOBs"), respectively: and

WHEREAS, the signatory Unions desire the stability, security and work opportunities afforded by a Project Labor Agreement; and

WHEREAS, the Parties desire to maximize safety conditions relating to the covered work;

NOW, THEREFORE, the Parties enter into this Agreement:

## SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") to be entered into by and between the Owner's Construction Manager for this Project, Buffalo Construction Consultants, LLC , for certain construction work to be performed as part of the Renovate Plant Sciences Building – Phase2 Project (as defined below) and the Tompkins-Cortland Building & Construction Trades Council, AFL-CIO, on behalf of itself and its affiliated local union members; and the signatory Local Unions on behalf of themselves and their members.

## ARTICLE 2 – GENERAL CONDITIONS

## SECTION 1. DEFINITIONS

Throughout this Agreement, the Union parties (the signatory Local Unions and Council) are referred to singularly and collectively as "Union(s)"; where specific reference is made to "Local Unions," that phrase is sometimes used; the term "Construction Manager" or "CM", shall be Buffalo Construction Consultants, LLC, CM, as Agent for the Owner; the term "Contractor(s)" shall include the Owner's General Contractor and its subcontractors of whatever tier, engaged in on-site construction work within the scope of this Agreement as defined in Article 3; the Owner's General Owner Contractor on this Project, individually, is referred to as the "GC"; the State University Construction Fund (SUCF) is referred to as the "the Fund" or "Owner"; the New York State College of Agriculture and Life Sciences at Cornell is referred to as "SUNY"; the Tompkins-Cortland Building & Construction Trades Council, AFL-CIO is referred to as the " Council" and the work covered by this Agreement (as defined in Article 3) is referred to as the "Project" and/or "Project Work"; the term "Project Site" shall mean the Cornell University Campus.

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Wherever in this Agreement the CM is authorized or permitted to take any action, such action may be taken by either the CM or its designee. Whenever in this Agreement the GC is authorized or permitted to take any action, such action may be taken by either the GC or its designee.

## SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is approved by the Building and Construction Trades Department, AFL-CIO and the NYS Building & Construction Trades Council: (2) signed by the Tompkins-Cortland Trades Council and those Local Unions having jurisdiction over the Project Work and which are listed on the signature pages to this Agreement; (3) the Agreement is authorized by the Owner; and (4) the Agreement is signed by the CM.

## SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions, and their affiliates and all Contractors and Subcontractors performing on-site Project Work as defined in Article 3. The Contractor(s) shall include in any contract that it lets for performance during the term of this Agreement a requirement that its Contractors and Subcontractors, of whatever tier, become bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. Covered Contractors (including subcontractors of any tier) shall execute the Letter of Assent form attached to this Agreement as Schedule B. This Agreement shall be administered by the CM, for the benefit of the Owner, which is an intended third-party beneficiary of this Agreement.

## SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements listed in the appendix hereto as Schedule A, represents the complete understanding of all parties and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to Project Work, in whole or in part, except that the NTL Article of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, or the National Agreement of the International Union of Elevator Constructors shall apply (except that notwithstanding the foregoing National Agreements, Articles 7, 9 and 10 of this Agreement shall still apply). Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a provision in Schedule A, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other labor agreement as a condition of performing Project Work. No practice, understanding or agreement between a Contractor and a Local Union which is not explicitly set forth in this Agreement shall be binding on Project Work unless endorsed in writing by the CM. Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements with respect to membership, dues or fees as to contractors as to contractors that

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are otherwise signatory to those agreements and as to employees of such employers performing covered work.

## SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The CM and GC shall not be liable for any violations of this Agreement by any other Contractor, nor shall any Contractor be liable for any violations of this Agreement by any other Contractor; and the Tompkins-Cortland Trades Council, and the Local Unions shall not be liable for any violations of this Agreement by any other Union. No grievance shall be brought directly against the Owner or the CM under this Agreement. Further, no arbitration decision or award may provide retroactivity of more than twenty (20) days prior to the date of service of a written grievance as described herein.

## SECTION 6. THE OWNER

The Owner shall require in its bid specifications for the General Contractor for Project Work as defined in Article 3 that the successful bidder, and its subcontractors of whatever tier become bound by this Agreement. Neither the Owner nor its designee shall be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the discretion the Owner otherwise has in determining which General Contractor shall be awarded the contract for Project Work. It is further understood that the Owner has sole discretion at any time to terminate, delay or suspend, in whole or part, Project Work, or to undertake any of the work itself, without regard to this Agreement.

## SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL BIDDERS AND CONTRACTORS

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project Work, and its subcontractors, who become bound thereto, without regard to whether that successful bidder and/or its subcontractors perform work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder and/or its subcontractors are, or are not, members of any unions, This Agreement shall not apply to the work of any Contractor which is not Project Work, as defined in Article 3, Section 1.

# ARTICLE 3 - SCOPE OF THE AGREEMENT

The Project Work covered by this Agreement shall be as defined and limited by the following sections of this Article.

## SECTION 1. PROJECT WORK

Subject to section 3(c) of this Article, this Agreement shall apply to all on site work related to the Renovate Plant Sciences Building – Phase 2 Project (Project No. 161026-00) Work as designated by the Owner in its bid specifications (herein referenced as "Project Work"). The scope of Project Work may be subject to change as this work progresses or as circumstances change, and

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the scope of the GC's work is changed. Nevertheless, the· parties understand that generally included within covered Project Work will be: enabling and long lead time items, exterior and interior demolition and hazardous materials abatement, renovation and modification of the building envelop, and the addition to and modifications of building systems and interior finishes.

To the extent there is any conflict between the above general description and the Owner's express designation of work (or the absence of any designation) in its bid specifications for a General Contractor(s), the Owner's express designation (or absence of designation) shall be controlling and determinative of whether work is Project Work within the scope of this Agreement. Any work not included in the Owner's bid specifications is not covered Project Work under this Agreement.

Specifically excluded from coverage under this Agreement is: (1) all work relating to bids solicited and/or work awarded prior to the execution of this Agreement by the parties and/or approval of it by the Owner, (2) maintenance and repair work performed in the normal course of the Owner's operations; (3) any work to be completed by the Owner or SUNY or any of its operating contractors and/or vendors; (4) off-site work not subject to coverage under Section 220 of the New York State Labor Law; (5) work related to this project as follows:

i. Audio visual (AV) equipment and programming are excluded work. Conduit, backboxes, projection screens, switching, blocking project supports, network wiring and power to equipment locations shall be covered work.
ii. CCTV programming is excluded work. Cameras, conduit, backboxes, wiring, terminations and testing shall be covered work.
iii. Access control devices, card readers, power supply, conduit, backboxes, wiring, terminations, and testing are covered work. Programming and commissioning is excluded work.
iv. IT equipment including servers, network switches, UPS, and wireless access points is excluded work. Conduit, wiring, outlets, jacks, terminations and testing shall be covered work.
v. Fire Alarm (including Emergency Response Radio Communications (ERRC) system programming is excluded work. Fire alarm and ERRC conduit, wiring, devices and testing shall be covered work. (sole source procurement)
vi. Complete Building Management System (BMS) installation, programming and testing is excluded work. Pathways and wiring shall be covered work. (sole source procurement)
vii. Final cleaning (for purposes of clarity, final cleaning does not include construction related debris) is excluded work.
viii. Installation of furniture, fixtures, and equipment (FF&E) purchased directly by the Campus or a Campus-affiliated entity and any items assembled and/or permanently attached on site. Covered work shall include electrical, plumbing, telecom, and data to the equipment locations. Final connections at equipment is excluded work.

## SECTION 2. TIME LIMITATIONS

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This Agreement shall be limited to Project Work performed under the Owner's GC contract(s) (subject to exclusions noted herein) provided that this Agreement is approved by the Owner and by the Tompkins-Cortland Trades Council and each Local Union and shall terminate when the Owner determines that the GC has completed all work of his contract and declares the work covered by this agreement is complete. This Agreement may be extended by mutual written agreement of the parties.

## SECTION 3. EXCLUDED EMPLOYEES

Notwithstanding the provisions of Section 1, the following persons/entities (and the work performed by them) are not subject to the provisions of this Agreement, even though performing work on or in connection with the Project:

a. Superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Schedule A and all working Forepersons from any source who are performing Project Work), engineers, inspectors and testers, quality control/ assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons,

b. Employees of the Owner including employees of the State University Construction Fund, the State University of New York, or the University, the campus on which the work is occurring and any other municipal or State Authority, agency or entity, or employees of any other public employer, even though performing other work on the Project site while covered work is underway,

c. Entities (and their employees) engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of Project components, materials, equipment or machinery or involved in deliveries to and from site of Project Work Granular materials, concrete and/or ready-mix, asphaltic materials, soils and spoils not subject to the requirements of §220 of New York's Labor Law shall also be excluded (dedicated off-site work to which §220 of New York's Labor Law applies is not excluded from coverage),

d. Equipment suppliers (and their employees) assisting in on-site equipment installation in a supervisory capacity (where required by the supplier or as needed for warranty coverage) and on-site equipment warranty work,

e. Entities (and their employees) engaged in geophysical testing,

f. Entities (and their employees) engaged in laboratory, specialty testing, inspections, and commissioning pursuant to a professional services agreement between Owner, Campus or CM or any of the Owner's professional consultants, or surveying pursuant to a professional services agreement.,

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g. Individuals engaged in on-site surveying as direct hires of a signatory Contractor, rather than pursuant to a professional services contract with the Owner, the GC or any of the Owner's other professional consultants, are covered by this Agreement, and

h. Third parties (and their employees) engaged in ancillary Project Work performed by third parties such as electric utilities, gas utilities, water, telephone companies, and railroads.

### SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform Project Work. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Owner or its designee, SUNY, University, CM, the GC and/or any other Contractor or Subcontractor. The Agreement shall not apply to the Owner or its designee or any state or federal agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Owner or their employees or any Owner, or state or federal authority, agency or entity and its employees or Contractors from performing on or off-site work related to the Project. As the contracts which comprise Project Work are completed and accepted by the Owner and/or its designee, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the GC for explicit performance under the terms of this Agreement.

## ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

### SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing Project Work within the scope of this Agreement as defined in Article 3. With respect to craft employees performing work which falls within the jurisdiction of a non-signatory craft, the Council shall be the sole and exclusive bargaining representative for those employees (and throughout this Agreement references to "Local Union" shall include the Council acting in that capacity).

### SECTION 2. UNION REFERRAL

A. The Contractors agree to hire craft employees for Project Work covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2 and 4 of subparagraph B) established in the applicable Local Unions' area collective bargaining agreements (listed in Schedule A to this Agreement). Notwithstanding this, the Contractors shall have sole right to determine the competency of all referrals; the number of employees required; the selection of employees to be laid-off (except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to any required show-up allowance. In the event that a Local Union is unable to fill

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any request for qualified employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ qualified applicants from any other available source and notwithstanding the 25% limitation as set forth in Paragraph B below. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of Project craft employees hired within its jurisdiction from any source other than referral by the Union.

B. A Contractor may request by name, and the Local must honor, referral of persons who have applied to the Local for Project Work and who meet the following qualifications:

(1) possess any license required by NYS law for the Project Work to be performed,
(2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years,
(3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award, and
(4) have the ability to safely perform the basic functions of the applicable trade.

No more than 25 per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number). Craft forepersons and/or general forepersons may be included in this 25 percent. If requested by the appropriate Union, a Contractor utilizing this provision for by-name referrals will furnish the Union with a written certification that the individuals requested for referral meet the requirements of (1) - (4) above.

It is understood that the first three employees per Contractor by craft shall be obtained through the Local Unions' job referral system and hiring halls; the 4th employee may be requested under the special provisions set forth above; and so on.

C. Notwithstanding the foregoing, a Contractor (including a subcontractor of any tier) who employs craft labor to perform work which falls within the craft jurisdiction of a non-signatory craft may obtain its workforce from any qualified source, including completely from its pre-existing workforce. Where appropriate, that Contractor will consider qualified participants in Owner approved training programs for work opportunities.

## SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Local Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

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## SECTION 4. MINORITY/ FEMALE REFERRALS

The Unions and the Owner recognize and acknowledge that workforce diversity of minorities and women are employment goals consistent with our values of fair play. Each of the Local Unions agree and will strive to achieve six (6.0%) percent of all referrals will consist of minorities and three (3.0%) percent of all referrals will consist of women. In the event a Local Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling the diverse workforce goals, the Contractor shall make a good faith effort to employ qualified minority or female applicants from any other available source.

The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to acknowledge that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex (including gender identity or expression), sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

## SECTION 5. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

## SECTION 6. UNION DUES

Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work. No employee shall be discriminated against because of the employee's union membership or lack thereof.

Each Contractor shall be responsible for and guarantee the payment of all remittance to the appropriate Local Union of the applicable union dues payable by its employees working on the Project. The Local Unions and/or the Council shall notify the Contractor, the GC, and the CM within 48 hours whenever a Contractor or Subcontractor, including the GC, fails to make a required payment and such delinquency remains outstanding after 30 days. Notification must be in writing and may be by email. If written notice of such a delinquency is received by the Contractor within that 48-hour period, the Contractor shall notify the GC and the CM immediately, but, in any case, within 24 hours. If the GC receives notice of a delinquency by the subcontractor it may withhold authorization of payment, based upon the work of the delinquent Contractor and/or Subcontractor, the amount of that dues payment delinquency, up to the total amount due until any dispute

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regarding the delinquency has been resolved. If the GC receives notice of a delinquency by any other Contractor or Subcontractor, the GC may withhold authorization of payment and the Contractor shall withhold from any payment, based upon the work of the delinquent Contractor and/or Subcontractor, the amount of that delinquency, up to the total amount due until any dispute regarding the delinquency has been resolved. If the GC is delinquent, and proper notice is received, the CM may recommend to the Owner, to the extent permitted by law, that the amount of that delinquency be withheld from payment to the GC until the delinquency has been resolved. The CM or the Owner shall have no other obligation with respect to remittances owed by any Contractor (or its Subcontractor). If notice of a delinquency is not received by the GC within the required time periods, the GC shall have no basis upon which to withhold, with respect to that delinquency, any part of a payment which is otherwise due.

### SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor. All forepersons shall take orders exclusively from the designated Contractor representatives. All forepersons shall be designated as working forepersons at the request of the Contractor.

## ARTICLE 5 - UNION REPRESENTATION

### SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union signatory to this Agreement shall be entitled to designate in writing (copy to Contractor involved, the GC and the Owner or its designee) two representatives, and/or the Business Manager, who shall be afforded reasonable access to Project Work.

### SECTION 2. STEWARDS

Each Local Union shall have the right to designate one working journey person as a Steward and one alternate for each Contractor and shall notify the Contractor and GC of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards.

In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

The Stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

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## SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

# ARTICLE 6 - MANAGEMENT'S RIGHTS

## SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual (as determined by the Contractor or GC) and/or joint working efforts with other employees shall be permitted or observed.

## SECTION 2. MATERIALS. METHODS & EQUIPMENT

There shall be no limitation or restriction under this Agreement upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, prefabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. Contractors may, without restriction under this Agreement, install or use materials, supplies, or equipment regardless of their source. Except as provided in Article 3, Section 3, the on-site installation, or application of such items shall be performed by the craft having jurisdiction over this work; provided, however, even then it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the GC or Contractor. There shall be no restrictions as to work which is performed off-site except as may be imposed by law.

# ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

## SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, bannering, demonstrations, or other disruptive activity at or in proximity to the Project Site or any other site where Project Work is performed for any reason by any Union or employee against the Owner or its designee, CM, GC or any Contractor or other employer while performing any work at that site. There shall be no other Union or concerted or employee activity related to Project Work

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which disrupts or interferes with the operation of any Owner, SUNY or University facility or function wherever located. Failure of any Union or employee to cross any picket line or banner line established by any union, signatory or non-signatory to this Agreement, or the picket, banner, or demonstration line of any other organization, at or in proximity to the Project Site or any other site where Project Work is performed or could be adversely affected is a violation of this Article. There shall be no lockout in connection with Project Work by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction, the free flow of traffic in, out and around the Project Site and/or any other Project Work site, and unimpeded operation of the Owner or SUNY facilities and functions for the duration of this Agreement.

## SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 working days.

## SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the Council, with copies of the notification to the Local Union, the Owner, or its designee. The Tompkins-Cortland Trades Council shall instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. If the Tompkins-Cortland Trades Council complies with these obligations, it shall not be liable for the unauthorized acts of a Local Union or its members.

## SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

A party invoking this procedure shall notify Jeffery Selchick who shall alternate as Arbitrator under this expedited arbitration procedure. If the Arbitrator Selchick is not available to hear the matter within 48 hours of notice the GC and Council shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, its International affiliate, the Council, and the GC.

The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council, the GC, the CM, and the Owner or its designee, hold a hearing within 48 hours of receipt (excluding Sundays and holidays) of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours (excluding Sundays and holidays) after the notice required by Section 3 above. Any hearing

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shall be held in Binghamton, New York unless the parties and the Owner or its designee mutually agree otherwise.

All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or email, confirmed by overnight delivery, to the Arbitrator, Contractor, GC, the CM, Owner or its designee, the Council and Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. The failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease-and-Desist Award restraining such violation and serve copies on the Contractor, GC, the CM, Owner or its designee, Council and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union and Contractor involved and to the GC and Owner or its designee. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such an agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

## SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; ·but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

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## ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

### SECTION 1. SUBJECTS

The Project Labor Management Committee will meet on a regular basis to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interest; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 5) review Affirmative Action and equal employment opportunity matters pertaining to the Project Work.

### SECTION 2. COMPOSITION

The Committee shall be comprised of three designees collectively of the Tompkins-Cortland Trades Council, three designees of the Owner (at least one of which will come from the CM), and representatives of the Local Unions and Contractors involved in the issues being discussed. Owner has the right, but not the obligation, to participate in the Project Labor Management Committee. The Committee may elect its own chair. The Committee may conduct business through mutually agreed sub-committees.

## ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

### SECTION 1. CLOSE COOPERATION

This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

### SECTION 2. IMPORTANCE TO ALL PARTIES

The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

### SECTION 3. PROCEDURE

Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the

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provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the GC (if it so chooses) shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The Contractor shall keep the meeting minutes and shall respond to the Union representative 'in writing (copying the GC) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the Relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or any Contractor (including the GC) have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within' seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. If the parties are unable to agree upon an arbitrator, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s). Any hearing will be held in Binghamton, New York unless the parties mutually agree otherwise.

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The GC, CM and Owner or its designee shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

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## SECTION 4. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind prior to the date of service of the grievance under Step 1 or 28 days prior to the date of service of the written grievance on the GC and the involved Contractor or Local Union under Step 2, whichever period is shorter.

# ARTICLE 10 - JURISDICTIONAL DISPUTES

## SECTION 1. ASSIGNMENT

The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the National Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "National Plan") or any successor Plan approved by the Building & Construction Trades Department, AFL-CIO.

## SECTION 2. PROCEDURE FOR SETTLEMENT OF DISPUTES

All jurisdictional disputes involving Project Work between or among parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement with respect to Project Work.

## SECTION 3. NO INTERFERENCE OF WORK

All Jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

## SECTION 4. PRE-JOB CONFERENCE

Each Contractor or subcontractor of any tier will conduct a pre-job conference with the Tompkins-Cortland Trades Council prior to commencing work. The GC and the CM or its designee will be advised in advance of all such conferences and may participate if they wish.

In conjunction with the pre-job conference, each Contractor shall complete the attached Pre-Job Questionnaire form (Schedule C) to identify all Subcontractors and indicating what trades will be used to perform the Project work "Proposed Trade Assignments". This form shall be submitted to the Council at least fourteen (14) days in advance of the commencement of work. If any Local Union(s) objects or disagrees to the Proposed Trade Assignment of either the Prime Contractor, Contractor or Subcontractor, the Local Union will state its objection and there shall be a good faith discussion among the Contractor or Subcontractor and the objecting Local Union and other affected Unions to resolve objections to the trade assignment. If no resolution is reached, any involved Local Union may submit their position in writing together with support documentation within seven (7) calendar days to the Prime Contractor, Contractor or Subcontractor with a copy to all affected Local Unions. The Prime Contractor, Contractor or Subcontractor will review all submitted supporting

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documentation regarding the Proposed Trade Assignments and will submit to the Contractor, the Council, and all affected Local Unions a "Final Trade Assignment" letter within fourteen (14) days calendar days of the pre-job meeting at which the Proposed Trade Assignments were made. Any unresolved disputes concerning trade assignments shall be handled in accordance with Section 10.1, 10.2, and 10.3 of this Article in accordance with the present Plan established by the Building and Construction Trades Department.

## ARTICLE 11 - WAGES AND BENEFITS

### SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

Subject to the provisions of this Agreement, all employees covered by this Agreement shall be classified in accordance with the work performed and paid the base, straight time hourly wage rates applicable for those classifications as required by the applicable New York State Labor Law Section 220 prevailing wage determination. For purposes of wage and benefits under this Article and hours of work, premium payments, shifts and holidays under Article 12, work on this Project shall be governed by the applicable Local Union's Building Agreement.

### SECTION 2. EMPLOYEE BENEFITS/SUPPLEMENTS

A. Except as may be modified by this Agreement (to the extent permitted by law), the Contractors agree to pay employee benefits/supplements on behalf of all of their employees covered by this Agreement in the amounts required by the applicable Section 220 schedule in effect.

Except as provided below and in 2B, the Contractors agree that such payments shall be made to those established jointly trusteed employee benefit funds designated in Schedule A, and in the amounts so designated, to the extent such amounts are required by Section 220 and payment to a Schedule A fund satisfies that obligation. Bona fide jointly trusteed fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if they similarly fall within Section 220. Contractors shall not be required to contribute to non-Section 220 benefits, trusts or plans or beyond Section 220 required amounts.

B. Notwithstanding Article 11 Section 2A, Contractors who designate employees pursuant to Article 4 Section 2B, may satisfy the above benefit obligation with respect to those employees by: (i) providing those employees with coverage under their own bona fide private benefit plans, provided such plans satisfy the requirements of the Internal Revenue Code, (ii) by electing to pay into the applicable jointly held trustee funds designated on Schedule A on their behalf, or (iii) by including the full amount of such benefit in the employee's wages. When the benefit payments are paid into private plans, the payments to be made on behalf of those employees must equal the total supplement amount set forth at the Wage and Benefit sheet referred in Section 1 of this Article and must be consistent with the requirements of Section 220, and any shortfall must be included in the employee's wages.

The option for a private plan equivalent supplement shall not apply to contributions into Joint Apprentice Training Committee (JATC) or similar apprentice funds designated on Schedule A if the Contractor does not have a construction apprenticeship training program that is

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indistinguishable from that of the Local Union fulfilling the referrals and utilizes the same Work Process Outline satisfying both Appendix A and B, and approved by the Department of Labor. Upon request by the Council, any contractor providing coverage to Article 4, Section 2B employees under private benefit plans will provide the Council with documentation of benefit payments made to individual employees during the term of their employment on the Project.

C. Contractors who exercise the option under Article 11 Section 2B of this Article to pay into their own private benefit plans rather than the applicable jointly trusteed funds designated in Schedule A shall be responsible for and guarantee employee benefit/supplement payments and shall indemnify and hold harmless the jointly trusteed funds designated in Schedule A against any and all benefit/supplement claims by its employees. Employees who exercise this option shall sign a waiver included as Schedule E. Contractors shall not be allowed to exercise the above-referenced option under Article 11, Section 2.B, unless and until a Schedule E waiver is executed by each employee exercising the option and such waiver is delivered to the GC and the Council.

D. Contractors who contribute to jointly trusteed funds under this Section agree to be bound by the written terms of the legally established jointly trusteed Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Project Work and only for those employees to whom this Agreement requires such benefit payments. Notwithstanding the foregoing, a Contractor's liability shall be at all times limited to the amount of contributions required to be made to the Trust Funds.

E. Each Contractor shall be responsible for and guarantee the payment of all required fringe benefits for Project Work. The Local Unions and/or the Council shall notify the GC, the CM, the Owner and the Contractor or Subcontractor within 48 hours whenever a Contractor or Subcontractor fails to make a required benefit payment and such delinquency remains outstanding after 30 days. Notification must be in writing and may be by email. If the GC, the CM and Owner receives notice of a delinquency by Contractor or Subcontractor within the 48-hor period, the GC shall, to the extent permitted by law, withhold authorization for payment from any funds due the Contractor or Subcontractor, up to the total amount due, until the delinquency is resolved. Should the GC be the delinquent Contractor, the CM may recommend to the Owner, to the extent permitted by law, that the amount of that delinquency be withheld from payment to the GC until the delinquency has been resolved. The GC and Owner shall have no other obligation with respect to contributions owed by any Contractor (or its Subcontractor), but the Contractor shall continue to be obligated with respect to contributions based on work done by the Contractor. If notice of a delinquency is not received by the CM, the Owner or the GC within the required time periods, the GC or Owner shall have no basis upon which to withhold, with respect to that delinquency, any part of a payment which is otherwise due.

Any payment otherwise required under any CBA with the exception of those expressly required under Section 220 separate and apart from wages and fringe benefits shall not be required.

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## ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

### SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedules:

(1) Five-Day Work Week: Monday - Friday; 5 days, 8 hours plus 1/2-hour unpaid lunch period each day.

(2) Four-Day Work Week: Monday - Thursday, 4 days, 1 0 hours plus 1/2-hour unpaid lunch period each day.

B. The Day Shift shall normally commence between the hours of 6:00 a.m. and 9:00 a.m., although there may be times when GC or its designee may require the day shift to start as early as 5:00 a.m. Starting and quitting times shall occur at the site as designated by the GC or another Contractor with GC's approval.

C. Scheduling - The GC or another Contractor with GC's approval shall have the option of scheduling either a five-day or four-day work week and work day hours consistent with Project Work requirements and scheduling. When conditions beyond the control of the Contractor, such as weather, power failure, fire or natural disaster, prevent the performance of Project Work on a regularly scheduled work day, the Contractor may schedule Friday (where on 4, 10's) or Saturday (where on 5, 8's) during that calendar week in which a workday was lost, at straight time pay, providing the employees involved have not otherwise worked more than 40 hours during that work week. In the event the employees involved have worked more than 40 hours during that work week they will receive time and one-half pay for the hours in excess of 40. An individual employee shall not be penalized for inability to work a Friday or Saturday make-up day. It shall be the employee's responsibility to notify the Employer and Union involved that they will not be working that day.

D. Notice - Contractors shall provide not less than 5 working days prior notice to the Local Union involved as to the work week and work hour schedules (including any changes in the work schedule) to be worked or such lesser notice as may be mutually agreed upon.

### SECTION 2. OVERTIME/PREMIUM PAY

Unless provided differently in this Agreement, overtime and/or premium pay for hours outside of the standard work week and work day, described in Section 1 above, shall be paid in accordance with the applicable Schedule A (or where there is no applicable Schedule A then as required by the wage and supplement schedule under Labor Law Section 220), except that overtime/premium pay shall not exceed 1 and 1/2 times the base rate for any hours worked Monday through Saturday. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked. There shall be no pyramiding of overtime/premium pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime. Holiday pay, if any, will be paid in accordance with Article 12, Section 4 below.

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## SECTION 3. SHIFTS

A. Flexible Schedules-Scheduling of shift work shall remain flexible in order to meet Project schedules and existing conditions. It is not necessary to work a day shift in order to schedule a second or third shift. Any combination of shifts may be used (including only a second shift or only a third shift.) Shifts must have prior approval of the GC or its designee and must be scheduled with not less than five work days notice to the Local Union.

B. Second/or Third Shifts - The second shift will normally start between 4:30 p.m. and 7:30 p.m. and the third shift will normally start after 7:30 p.m. and in each case shall be paid the lesser of a shift differential of 5% and 10%, respectively, or the differential required by Section 220. There shall be no reduction in hours worked on a second and/or third shift, except that when 3 shifts are working together, the length of one or more shifts can be reduced to accommodate a 24-hour day and only actual hours worked will be paid.

C. Flexible Starting Times - The foregoing shift starting times can be adjusted by the Contractor, with the GC's or its designee's approval, as necessary to fulfill Project requirements, subject to the notice requirements of paragraph A.

Four Tens - When working a four-day work week, the standard work day shall consist of 10 hours work for 10 hours of pay at the straight time rate exclusive of an unpaid 1/2-hour meal period and regardless of the starting time. Should a work assignment extend for more than ten hours, hours thereafter shall be paid at 1 and ½ time base.

## SECTION 4. HOLIDAYS

A. Schedule- There shall be 6 recognized holidays on the Project:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

All said holidays shall be observed on the dates designated by New York State Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on Saturday shall be observed on the preceding Friday and those which occur on Sunday shall be observed on the following Monday.

B. Payment – There shall be no payment for holidays if not worked. Any premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

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C. Exclusivity - No holidays other than those listed in Section 4-A above shall be recognized or observed.

## SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to a regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive the greater of an allowance for travel costs equal to one hour's pay or pay for any hours actually worked, but not both. (Such payment is in lieu of any reporting or similar pay provided for in an applicable Schedule A.) The allowance for travel costs is not to be considered as wages nor is it to be included in the calculation of any benefits.

B. When an employee who has completed their scheduled shift and left the Project site is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Schedule A, at the employee's straight time rate, unless overtime rates otherwise apply.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty (unless required under Section 220), high time or other special payments of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article.

## SECTION 6. PAYMENT OF WAGES

A. Payday - Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m, on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days' wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages and the prevailing rate of wage for the employee's particular job classification, as required by Section 220 of the New York State Labor Law.

B. Termination - Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

## SECTION 7. EMERGENCY WORK SUSPENSION

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A Contractor may, if considered necessary for the protection of life, property, and/or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor requests that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay.

## SECTION 8. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired at such time. as able to return to duties provided there is still Project Work available for which the employee is qualified and able to perform.

## SECTION 9. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

## SECTION 10. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2-hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

## SECTION 11. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location.

# ARTICLE 13 – APPRENTICES

## SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices (and such other appropriate classifications as are contained in the applicable Schedule A) in a ratio not less than 33% of the work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedule A provides for a higher percentage, in which case that will apply. Apprentices and such other classifications as are

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appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A. The Local Unions shall maintain sufficient apprenticeship slots to meet Project Work needs.

## SECTION 2. DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort in connection with Project Work, the Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% of the apprentices placed on this Project may be first year, minority or women apprentices. The Local Unions will cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet this Contractor effort.

## ARTICLE 14 - SUBCONTRACTING

No Contractor or subcontractor will subcontract any Project Work except to a person, firm or corporation who is or agrees to become party to this Agreement. Any Contractor or subcontractor working on the Project shall, as a condition to working on said Project, sign a Letter of Assent and perform all Project Work under the terms of this Agreement, including Article 4 which requires that all workers used for Project Work be represented by the Local Unions signatory to this agreement. Project Work may be contracted/subcontracted to any Contractor or subcontractor who is or agrees to become party to this Agreement.

## ARTICLE 15 - DIVERSITY

The Unions and Contractors recognize the importance of fostering participation and growth of Minority Business Enterprises (MBEs), Women's Business Enterprise (WBE) and Service Disabled Veteran Owned Businesses (SDVOB)) and agree that they will work cooperatively with the Owner in support of its diversity efforts and its goals which may reach 12 percent MBE, 8 percent WBE and 3 percent SDVOB participation or an aggregate of 26 percent. The Local Unions agree that certified Minority, Women and Service-Disabled Veteran Owned Businesses who are unaffiliated with any union may use the alternate referral process included as Schedule D to this Agreement until said contractual aggregate participation goals of 23 percent are achieved. This cooperation includes working with the Owner, the CM to participate in informational recruitment seminars and other such activities as scheduled by the Owner, the CM and the GC as well as active individual Contractor outreach to encourage participation.

## ARTICLE 16 - HELMETS TO HARDHATS

## SECTION 1.

The Contractors and the Unions also recognize a desire to facilitate the entry into the Building and Construction Trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for

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Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve its a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

**SECTION 2.**

The Contractors and the Unions agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## ARTICLE 17 - SAFETY PROTECTION OF PERSON AND PROPERTY

### SECTION 1. SAFETY AND SECURITY REQUIREMENTS

Each Contractor will ensure that applicable OSHA, Owner, and GC mandated Project Safety Program requirements, are at all times maintained· and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner, subject to required security protocols, and protect themselves and the property of the Contractor, the CM and Owner from injury or harm. Failure to do so may be grounds for discipline, including discharge.

### SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times also be bound by the reasonable safety, security, and visitor rules as established by the GC, Contractors, and/or the CM and Owner. Such rules will be published and posted in conspicuous places throughout the work site.

### SECTION 3. INSPECTIONS

The Owner or its designee, Contractors and GC retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

## ARTICLE 18 - NO DISCRIMINATION

### SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, age, union or non-union status, or any other status protected by law, in any manner prohibited by law or regulation. It is recognized that special procedures may be established by mutual agreement among Contractors and Local Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs

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and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

### SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

## ARTICLE 19 - GENERAL TERMS

### SECTION 1. PROJECT RULES

The GC and/or the Contractors shall establish from time to time such reasonable work rules (which may include pre-hire and post-hire drug testing rules) as are appropriate for the good order of the Project Work. These rules will be explained at the pre-job conference (if then existing) and posted at the site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

### SECTION 2. TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for. the performance of work within the employee's jurisdiction.

### SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

### SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, parking, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

### SECTION 5. FULL WORK DAY

Employees shall be at their work area at the starting time established by the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

## ARTICLE 20 - COOPERATION

To the extent permitted by law, the parties intend for the provisions of this Agreement to control in the event of a conflict between this Agreement and any provision of New York State

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Labor Law. Towards that end, the GC, Contractors and the Unions will cooperate in seeking any NYS Department of Labor approvals that may be required for implementation of any terms of this Agreement.

## ARTICLE 21 - SAVINGS AND SEPARABILITY

### SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either on an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void. In such event, the remainder of the Agreement shall remain in full force and effect, to the extent allowed by law, for contracts or work already bid and/or awarded and still in construction provided the Contractor then voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

### SECTION 2. THE BID SPECIFICATIONS

In the event that the Owner's bid specifications, or any other action taken by the Owner or the GC, requiring that a successful bidder or other recipient of Project Worker become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, then such specification or other action, and with it Article 2, Section 6, shall be rendered, temporarily or permanently, null and void. In such event, this Agreement shall remain in full force and effect to the extent allowed by law for contracts or work already bid and/or awarded and still in construction provided the Contractor then voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

### SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Owner, the Owner's Representative, any Contractor, nor any signatory Union shall be liable under this Agreement or otherwise, directly or indirectly, for any action taken, or not taken, in order to comply with any court order, injunction or determination, Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other retroactive action will be required if the original court determination is reversed. Contracts shall be awarded on the basis of the specification issued unless those specifications have been enjoined or otherwise ruled unlawful, in which case the award, if any, shall be based on the specification as modified to meet any applicable court order.

### SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to bound Contractors and signatory Unions.

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## ARTICLE 22 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

### SECTION 1. CHANGES TO AREA CONTRACTS

A. To the extent applicable to the Project Work, Schedule A to this Agreement shall continue in effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule A notify the CM and GC in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project Work, and their effective dates. Such changes, including changes in wage and benefit/supplement rates, shall only be effective to the extent consistent with this Agreement.

B. It is agreed that any provisions negotiated into Schedule A will not apply to work on this Project if such provisions are less favorable to Project Work than ·those uniformly required of Contractors for construction work, other than Project Work, normally covered by those agreements; nor shall any provision be recognized or applied to Project Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

### SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting Project Work by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor shall there be any lock-out with respect to Project Work affecting a Local Union during the course of such renegotiations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of _____, 2026.

FOR CONSTRUCTION MANAGER, BUFFALO CONSTRUCTION CONSULTANTS, LLC

BY _____ Vice President of Operations
(Name/Title) 10/2/2026

### FOR THE BUILDING & CONSTRUCTION TRADES

TOMPKINS-CORTLAND BUILDING & CONSTRUCTION TRADES COUNCIL

DocuSigned by:
BY: _____ 9/22/2026
291337D337A64E7...
(Name/Title) Marcus Williamee Business Manager

### FOR THE LOCAL UNIONS

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INTERNATIONAL BROTHERHOOD OF BOILERMAKERS LOCAL NO. 5

Signed by:
BY: Gregory Peterson 9/28/2026
A7596FAEAC184EF...
(Name/Title) Gregory Peterson ABM

BRICKLAYERS AND ALLIED CRAFTWORKERS, LOCAL NO. 3

Signed by:
BY: Jason ReQua 9/22/2026
C0209E62F0A341C...
(Name/Title) Jason ReQua President

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 277

DocuSigned by:
BY: James Mason 9/22/2026
D0BCBA5A448F4F9...
(Name/Title) James Mason Regional Manager

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 241

Signed by:
BY: Wayne Shipman 9/22/2026
8155A6A8BCC9B496...
(Name/Title) Wayne Shipman Business Manager

GLAZIERS, DISTRICT COUNCIL NO. 4

DocuSigned by:
BY: Mike Hogan 9/22/2026
F1BB35EBC5C8E42A...
(Name/Title) Mike Hogan BUSINESS MANAGER

INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ALLIED WORKERS, LOCAL NO. 30

Signed by:
BY: Lorenzo Tesoriero 9/23/2026
31BD690C9E92343C...
(Name/Title) Lorenzo Tesoriero Business Manager

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND REINFORCING IRON WORKERS, LOCAL UNION NO. 60

DocuSigned by:
BY: Matthew Nesbitt 9/23/2026
5:89EB8803CB949E...
(Name/Title) Matthew Nesbitt BM/FST

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL UNION NO. 785

DocuSigned by:
BY: Kasey Eiklor 9/24/2026
772DD78122E943E...
(Name/Title) Kasey Eiklor Business manager

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MILLWRIGHTS, LOCAL 1163

Signed by:
BY: Brian Scruton 9/22/2026
01774A06A83449...
(Name/Title) Brian Scruton BM

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 158

Signed by:
BY: Jonathan Lanse 9/23/2026
787E6F483B7742E...
(Name/Title) Jonathan Lanse Business Manager

INTERNATIONAL UNION OF OPERATING ENGINEERS, TECHNICAL ENGINEERING DIVISION, LOCAL 158

Signed by:
BY: Jonathan Lanse 9/23/2026
787E6F483B7742E...
(Name/Title) Jonathan Lanse Business Manager

CEMENT MASONS' LOCAL UNION NO. 111

Signed by:
BY: 9/28/2026
663EA829B37D404...
(Name/Title) David Gentille Business manager

PAINTERS, DISTRICT COUNCIL NO. 4

DocuSigned by:
BY: Mike Hogan 9/22/2026
F8B35EBC5C8F42A...
(Name/Title) Mike Hogan BUSINESS MANAGER

PLASTERERS & CEMENT MASONS UNION, LOCAL NO. 9

DocuSigned by:
BY: Paul Brown 9/22/2026
13602EE17BA94B0...
(Name/Title) Paul Brown bm

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY, LOCAL UNION NO. 81

DocuSigned by:
BY: 9/22/2026
201337D337A64E7...
(Name/Title) Marcus Williamee Business Manager

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS, LOCAL NO. 203

Signed by:
BY: 9/22/2026
A88E84BLA0BF4FF...
(Name/Title) Phil Lester Business Manager

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL UNION NO. 112

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Signed by:
BY: Randy Evans 9/22/2026
3256AAC7A312462...
(Name/Title) Randy Evans business manager

ROAD SPRINKLER FITTERS, LOCAL UNION NO. 669

DocuSigned by:
BY: 9/25/2026
F0009D909DC7402...
(Name/Title) Justin Koskowski B.A

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 317

Signed by:
BY: DUANE WRIGHT 9/22/2026
4F68121F05B64E5...
(Name/Title) DUANE WRIGHT PEO

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL 62

Signed by:
BY: Ryan Golden 9/22/2026
223D0F5D044F484...
(Name/Title) Ryan Golden Business Manager/ Financial Secretary

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## SCHEDULE A – LOCAL COLLECTIVE BARGAINING AGREEMENTS

NORTHEASTERN STATES ARTICLES OF AGREEMENT between the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS & HELPERS, AFL-CIO and THE FIRMS WHOSE SIGNATURES ARE AFFIXED HERETO January 1, 2022 – December 31, 2024

COLLECTIVE BARGAINING AGREEMENT between and among BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL NO. 3 NEW YORK, AFL-CIO and THE CONTRACTORS' ASSOCIATION OF THE SOUTHERN TIER, INC. May 1, 2022 – April 30, 2025

BRICKLAYERS & ALLIED CRAFTWORKERS HEAVY AND HIGHWAY AGREEMENT between THE CONSTRUCTION INDUSTRY ASSOCIATION OF ROCHESTER and BRICKLAYERS AND ALLIED CRAFT WORKERS LOCAL NO. 3, NEW YORK June 1, 2023 – May 31, 2024

NORTHWEST REGIONAL AGREEMENT between THE ASSOCIATIONS and the NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA June 1, 2026 – May 31, 2029

MEMORANDUM OF AGREEMENT between LABOR RELATIONS DIVISION WESTERN NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE LLC and NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA May 1, 2022 – April 30, 2025

AGREEMENT between LABOR RELATIONS DIVISION WESTERN NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE LLC and NORTHEAST REGIONAL COUNCIL OF CARPENTERS UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA May 1, 2019 – April 30, 2022

MEMORANDUM OF AGREEMENT between CONSTRUCTION INDUSTRY EMPLOYERS ASSOCIATION and CEMENT MASONS LOCAL UNION NO. 111 May 15, 2021 – June 31, 2026

AGREEMENT by and between CEMENT MASONS LOCAL UNION NO. 111 – NIAGARA FALLS and THE BUILDING INDUSTRY EMPLOYERS ASSOCIATION OF NIAGARA COUNTY, NEW YORK, INC. April 1, 2018 – March 31, 2023

CONSTRUCTION AGREEMENT between LOCAL UNION NO. 241 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS and SOUTHERN TIER CHAPTER NECA June 1, 2023 – May 31, 2024

AGREEMENT by and between the NATIONAL ELEVATOR BARGAINING ASSOCIATION and the INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS July 9, 2022 – July 8, 2027

COLLECTIVE BARGAINING AGREEMENT of INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES OF AMERICA & CANADA AFL-CIO DISTRICT COUNCIL #4 GLAZIERS ARCHITECTURAL METAL & GLASSWORKERS OF WESTERN, CENTRAL AND NORTHERN NEW YORK and INDEPENDENT GLAZING CONTRACTORS OF WESTERN, CENTRAL AND NORTHERN NEW YORK May 1, 2022 – April 30, 2025

AGREEMENT between THE INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ALLIED WORKERS LOCAL NO. 30 and THE SYRACUSE INSULATION CONTRACTORS May 1, 2023 – April 30, 2026

WORKING AGREEMENT between THE IRON WORKERS UPSTATE LOCALS OF NEW YORK AND VICINITY, CONSISTING OF INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND REINFORCING IRON WORKERS LOCAL UNIONS NOS. 6, 9, 12, 33, 60 AND 440 and UPSTATE IRON WORKER EMPLOYERS ASSOCIATION, INC. July 1, 2021 – April 30, 2024

MASTER AGREEMENT between LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL UNION #785 and THE SOUTHERN TIER CONTRACTORS ASSOCIATION, Inc. July 1, 2022 – June 30, 2027

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AGREEMENT between LABOR RELATIONS DIVISION CENTRAL NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE, LLC and LOCALS 633, 785 AND 1822 LABORERS' INTERNATIONAL UNION OF NORTH AMERICA April 1, 2022 – March 31, 2025

MILLWRIGHT AGREEMENT between THE EASTERN MILLWRIGHT REGIONAL COUNCIL representing MILLWRIGHTS LOCAL UNION 1163 and the MILLWRIGHT CONTRACTORS, ASSOCIATION, INC. June 1, 2023 – May 31, 2024

OPERATING ENGINEERS BUILDING AGREEMENT between THE ASSOCIATIONS and LOCAL NO. 158 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS March 1, 2023 – February 28, 2027

AGREEMENT between LABOR RELATIONS DIVISION OF CENTRAL NEW YORK REGION ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE, LLC and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 158 April 1, 2023 – March 31, 2027

UP-STATE NEW YORK TECHNICAL ENGINEERS AGREEMENT 2016-2021 between INDEPENDENT EMPLOYERS and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCALS 17, 463, & 158 April 1, 2021 – March 31, 2026

MASTER COLLECTIVE BARGAINING AGREEMENT by and between PAINTERS DISTRICT COUNCIL NO. 4 CONSTRUCTION EMPLOYERS ASSOCIATION OF CENTRAL NEW YORK and INDEPENDENT CONTRACTORS OF BINGHAMTON, NEW YORK May 1, 2022 – April 30, 2027

PLASTERERS & CEMENT MASONS UNION LOCAL #9 COLLECTIVE BARGAINING AGREEMENT April 1, 2023 – March 31, 2026

ARTICLES OF AGREEMENT of THE SOUTHERN TIER OF NEW YORK MECHANICAL CONTRACTORS ASSOCIATION, INC. and LOCAL UNION 112 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA May 1, 2022 – April 30, 2024

AGREEMENT by and between LOCAL UNION NO. 203 OF THE UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS and INDEPENDENT CONTRACTORS June 1, 2023 – MAY 31, 2024

STANDARD FORM OF UNION AGREEMENT by and between TWIN TIER SHEET METAL CONTRACTORS ASSOCIATION and LOCAL UNION NO. 112 OF SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION May 1, 2022 – April 30, 2025

AGREEMENT between NATIONAL FIRE SPRINKLER ASSOCIATION, INC. and ROAD SPRINKLER FITTERS LOCAL UNION NO. 669 April 1, 2021 – March 31, 2025

WORKING AGREEMENT between TEAMSTERS LOCAL NO. 317 AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS and CONSTRUCTION EMPLOYERS ASSOCIATION OF CENTRAL NEW YORK, LLC. June 1, 2023 – May 31, 2027

HEAVY & HIGHWAY AGREEMENT with TEAMSTERS LOCAL 317 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS July 1, 2022 – June 30, 2025

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## SCHEDULE B – LETTER OF ASSENT

This is to certify that the undersigned Contractor:

1. has examined a copy of the Project Labor Agreement negotiated with the Tompkins-Cortland Building and Construction Trades Council, AFL-CIO and the signatory Unions for use on the Renovate Plant Sciences Building – Phase 2 Project,

2. on behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made hereto,

3. has no commitments or agreements which would preclude its full compliance with the terms and conditions of this Project Labor Agreement, and

4. agrees to secure from any contractor(s) which is or becomes a subcontractor(s), a duly executed Letter of Assent in a form identical to this document prior to commencement of any work.

Name of Contractor:

_____

By: _____

Title: _____

Date: _____

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## SCHEDULE C – PRE-JOB QUESTIONNAIRE

## STATE UNIVERSITY OF NEW YORK AT CORNELL UNIVERSITY
## SUCF PROJECT NO. 161026
## RENOVATE PLANT SCIENCES BUILDING – PHASE 2 PROJECT

### PROPOSED TRADE ASSIGNMENTS
### PRE-JOB CONFERENCE

**TO:** Tompkins-Cortland Building and Construction Trades Council

**CLIENT:** State University Construction Fund

**ADMINISTRATOR:** The Prime Contractor
Fax: (XXX) XXX-XXXX

**CONTRACTOR:** _____

**CONTRACT#:** _____

**NAME OF PROJECT:** _____

**PURPOSE:** To make proposed jurisdictional trade assignments, broken down by craft and classification, as well as to discuss details and answer questions relating to the project scope of work, safety and job requirements.

**MEETING PLACE:** TBD
(XXX) XXX-XXXX Office
(XXX) XXX-XXXX Fax

**MEETING DATE:** _____

**RESPONSE DATE:** _____

**MEETING DATE:** _____

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** PLEASE TYPE IN ALL INFORMATION **

1. **SCOPE OF WORK:**

2. **ESTIMATED WORK SCHEDULE:**

   **Approximate Commencement Date:** _____

   **Approximate Completion Date:** _____

3. **ADDRESSES:**

   **Job Location:** _____

   _____

   _____

   **Company's Local Mailing Address:** _____

   _____

   _____

   **Trust Fund Billing Address:** _____

   _____

   _____

4. **CONTRACTOR PERSONNEL:**

   **Project Manager:**

   Office Telephone # _____

   Mobile Telephone # _____

   Fax Telephone # _____

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**Superintendent:**

Office Telephone # _____
Mobile Telephone # _____
Fax Telephone # _____

**Safety Representative:**

Office Telephone # _____
Mobile Telephone # _____
Fax Telephone # _____

**Drug Test Result Coordinator:** (List in order of contact priority)

Name of First Contact: _____
Office Telephone # _____
Mobile Telephone # _____

Name of Second Contact: _____
Office Telephone # _____
Mobile Telephone # _____

Name of Third Contact: _____
Office Telephone # _____
Mobile Telephone # _____

**Dispatch Contact Personnel:** The following Contractor personnel are the only ones authorized to call the hiring halls to have craft workers dispatched out to this project:

1. _____
2. _____
3. _____

Referral procedures will be in accordance with the provisions contained within the Project Labor Agreement. The referral procedures are to be posted in the hiring halls in order to be in full compliance with the law.

## 5. WORKFORCE PROJECTIONS:

**Workforce Objectives:**

**Minority/Women Participation: 6 Percent Minority and 3 Percent Women of Hours by Craft (State Definition of Minority)**

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| CRAFT | PEAK No. | AVG No. | TOTAL HOURS | MINORITY HOURS | MINORITY % | FEMALE HOURS | FEMALE % |
|---|---|---|---|---|---|---|---|
| **Asbestos Workers** | | | | | | | |
| **Boilermakers** | | | | | | | |
| **Bricklayers** | | | | | | | |
| **Carpenters** | | | | | | | |
| • **Carpenters** | | | | | | | |
| • **Pile Drivers** | | | | | | | |
| • **Millwrights** | | | | | | | |
| **Cement Masons** | | | | | | | |
| **Electrical Workers (Inside Wiremen)** | | | | | | | |
| **Elevator Constructors** | | | | | | | |
| **Glaziers** | | | | | | | |
| **Insulators** | | | | | | | |
| **Ironworkers** | | | | | | | |
| • **Structural** | | | | | | | |
| • **Rebar** | | | | | | | |
| **Laborers** | | | | | | | |
| **Operating Engineers** | | | | | | | |
| • **Op. Engineers** | | | | | | | |
| • **Op. Engineers Technical** | | | | | | | |
| **Painters** | | | | | | | |
| **Pipefitters/Plumber** | | | | | | | |
| **Plasterers** | | | | | | | |
| **Roofers** | | | | | | | |
| **Sheetmetal Workers** | | | | | | | |
| **Sprinkler Fitters** | | | | | | | |
| **Teamsters** | | | | | | | |

## 6. OPERATIONAL INFORMATION

**Shift Schedule:** AM _____ to PM _____

**Number of Shifts:** _____

**Pay Day:** Thursday

**End of Pay Period:** _____

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**First Aid Facilities:** Kits _____

**Sanitary Facilities:** Portable _____

**Job Site Telephone Number:** _____

**Job Site Fax Number:** _____

## PROPOSED TRADE ASSIGNMENTS

**NAME OF CONTRACTOR:** _____

**CONTRACT #** _____

The following jurisdictional trade assignments are proposed and any Union in disagreement with any of these assignments shall state such disagreement at the pre-job conference and follow the procedure set forth at Article 10, Section 10.4.

**Asbestos Workers:** _____

**Boilermakers:** _____

**Bricklayers:** _____

**Carpenters:** _____

**Cement Masons:** _____

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**Electrical Workers (Inside Wiremen):** _____

**Electrical Workers (Outside Line):** _____

**Electrical Constructors:** _____

**Glaziers:** _____

**Insulators:** _____

**Ironworkers (Structural):** _____

**Ironworkers (Rebar):** _____

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**Laborers:** _____

**Millwrights:** _____

**Operating Engineers:** _____

**Painters:** _____

**Pile Drivers:** _____

**Asbestos Workers:** _____

**Pipefitters/Plumbers:** _____

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**Plasterers:** _____

_____

_____

_____

_____

**Roofers:** _____

_____

_____

_____

_____

**Sprinkler Fitters:** _____

_____

_____

_____

_____

**Sheetmetal Workers:** _____

_____

_____

_____

_____

**Teamsters:** _____

_____

_____

_____

_____

## UTILIZATION OF EQUIPMENT

**NAME OF CONTRACTOR:** _____

**CONTRACT #:** _____

List of equipment and the proposed assignment of craft for full time use of operation of each piece:

| **EQUIPMENT:** | **CRAFT:** |
|---|---|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |

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4. _____ _____

5. _____ _____

6. _____ _____

7. _____ _____

8. _____ _____

9. _____ _____

10. _____ _____

11. _____ _____

12. _____ _____

13. _____ _____

14. _____ _____

15. _____ _____

**TOOLS-OF-THE-TRADE:** (Part-time use -- lo listing of craft is necessary)

| **EQUIPMENT:** | **EQUIPMENT:** |
|---|---|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

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## SCHEDULE D - SIDE LETTER OF AGREEMENT

To the Project Labor Agreement Covering the
STATE UNIVERSITY OF NEW YORK AT CORNELL UNIVERSITY
SUCF PROJECT NO. 161026
RENOVATE PLANT SCIENCES BUILDING – PHASE 2 PROJECT

This Side Letter of Agreement shall be binding on all entities (Unions, Contractors and/or others) covered by the Project Labor Agreement covering the Renovate Plant Sciences Building – Phase 2 Project ("PLA"), entered into on the ____ day of _____, 2026, to the same extent as if incorporated therein.

Notwithstanding Article 4, Section 2 of the PLA, or any provision of that agreement, and to the full extent permitted by law, a Contractor may designate subcontractors, who have been identified in the Contractor's approved (and amendments to) Minority/Women Business Enterprise and Service Disabled Veteran Owned Business Utilization Plan and whose subcontracts in total represent approximately 12 percent minority and 8 percent women and 3 percent Service Disabled Veteran Owned Businesses (or aggregated total of 23 percent) and who's subcontracts for Project Work as defined in Article 3 are equal to or less than, in aggregate for any given subcontractor, one million ($1,000.000) as exempt from the hiring hall referral procedure of Article 4, Section 2, and instead that subcontractor may hire per craft, one (1) employee who is referred by the applicable trade or craft and then one employee that is employed by the subcontractor. The subcontractor shall repeat the process of hiring one employee referred by the applicable trade or craft followed by one employee of the subcontractor until the crew requirements for that craft are met.

For purposes of applying this exemption to individual subcontractors, the work of each building trade craft discipline shall be considered separately in striving for compliance with the Contractor's approved Minority/Women/Service Disabled Veteran Owned Business Enterprise Utilization Plan. This provision will not be used if the resulting participation totally excludes or completely prevents a building trades craft discipline from participating. Any excluded subcontractor has the option of using the above hiring hall (with the 25% tag along) procedure of Article 4, Section 2 starting with its first employee for Covered Work.

In addition, and notwithstanding Article 11 , Section 11(A) of the Agreement, subcontractors exempt under the above provision shall also have the option to elect to satisfy the benefit obligations of the Agreement with respect to their existing employees by electing to pay into one or more of the applicable jointly trusteed funds designated on Schedule A or by paying those employees an equivalent amount in employee's wage, to the extent otherwise permitted by Section 220. This option for a cash equivalent shall not apply to contributions to joint apprenticeship and training committee or similar apprentice funds designated on Schedule A if the contractor does not have a construction apprenticeship training program that is indistinguishable from that of the Local Union fulfilling the referrals and utilizes the same Work Process Outline satisfying both Appendix A and B, and is approved by the Department of Labor. In the event payments are made in cash in lieu of benefit coverage, employees will be required to sign the attached waiver.

Any disputes arising under this Side Letter of Agreement are subject to Article 7 (Work Stoppages and Lock Outs) and Article 9 (Grievance and Arbitration Procedure) of the PLA.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of _____, 2026.

FOR THE CONSTRUCTION MANAGER; BUFFALO CONSTRUCTION CONSULTANTS, LLC

Vice President of Operations

BY: _____ 10/2/2026

(Name/Title)

**FOR THE BUILDING & CONSTRUCTION TRADES**

TOMPKINS-CORTLAND BUILDING AND CONSTRUCTION TRADES COUNCIL

DocuSigned by:

BY: _____ 9/22/2026

201337D337A64E7...

(Name/Title) Marcus Williamee Business Manager

**FOR THE LOCAL UNIONS**

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS LOCAL NO. 5

Signed by:

BY: Gregory Peterson 9/28/2026

A7596FAEAC184EF...

(Name/Title) Gregory Peterson ABM

BRICKLAYERS AND ALLIED CRAFTWORKERS, LOCAL NO. 3

Signed by:

BY: Jason ReQua 9/22/2026

C0209E82F6A341C...

(Name/Title) Jason ReQua President

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 277

DocuSigned by:

BY: James Mason 9/22/2026

D0BCBA5A448F4F9...

(Name/Title) James Mason Regional Manager

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 241

Signed by:

BY: Wayne Shipman 9/22/2026

8B5A6A8BCCBB496...

(Name/Title) Wayne Shipman Business Manager

GLAZIERS, DISTRICT COUNCIL NO. 4

DocuSigned by:
BY: Mike Hogan 9/22/2026
FBB35EBC3C8F42A...
(Name/Title) Mike Hogan BUSINESS MANAGER

INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ALLIED WORKERS, LOCAL NO. 30

Signed by:
BY: Lorenzo Tesoriero 9/23/2026
36D600C9E02343C...
(Name/Title) Lorenzo Tesoriero Business Manager

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND REINFORCING IRON WORKERS, LOCAL UNION NO. 60

DocuSigned by:
BY: Matthew Nesbitt 9/23/2026
58EB8803CB040E...
(Name/Title) Matthew Nesbitt BM/FST

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL UNION NO. 785

DocuSigned by:
BY: Kasey Eiklor 9/24/2026
472DD781226943E...
(Name/Title) Kasey Eiklor Business manager

MILLWRIGHTS, LOCAL 1163

Signed by:
BY: Brian Scruton 9/22/2026
D1774A06A83449...
(Name/Title) Brian Scruton BM

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 158

Signed by:
BY: Jonathan Lanse 9/23/2026
7E7E6F463B7742E...
(Name/Title) Jonathan Lanse Business Manager

INTERNATIONAL UNION OF OPERATING ENGINEERS, TECHNICAL ENGINEERING DIVISION, LOCAL 158

Signed by:
BY: Jonathan Lanse 9/23/2026
7E7E6F463B7742E...
(Name/Title) Jonathan Lanse Business Manager

CEMENT MASONS' LOCAL UNION NO. 111

Signed by:
BY: 9/28/2026
852EA828B37D404...
(Name/Title) David Gentille Business manager

PAINTERS, DISTRICT COUNCIL NO. 4

DocuSigned by:
BY: Mike Hogan 9/22/2026
F8B35EBC3C8F42A...
(Name/Title) Mike Hogan BUSINESS MANAGER

PLASTERERS & CEMENT MASONS UNION, LOCAL NO. 9

DocuSigned by:
BY: Paul Brown 9/22/2026
13602EE17BA84B0...
(Name/Title) Paul Brown bm

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY, LOCAL UNION NO. 81

DocuSigned by:
BY: 9/22/2026
201337D337A04E7...
(Name/Title) Marcus Williamee Business Manager

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS, LOCAL NO. 203

Signed by:
BY: 9/22/2026
A88E84BCA0BE4FF...
(Name/Title) Phil Lester Business Manager

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL UNION NO. 112

Signed by:
BY: Randy Evans 9/22/2026
32F56AAC7A312462...
(Name/Title) Randy Evans business manager

ROAD SPRINKLER FITTERS, LOCAL UNION NO. 669

DocuSigned by:
BY: 9/25/2026
E0009D909DC7402...
(Name/Title) Justin Koskowski B.A

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 317

Signed by:
BY: DUANE WRIGHT 9/22/2026
4F68121F05B64E5...
(Name/Title) DUANE WRIGHT PEO

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL 62

Signed by:
BY: Ryan Golden 9/22/2026
23D0F5D044F484...
(Name/Title) Ryan Golden Business Manager/ Financial Secretary

Docusign Envelope ID: E64A0339-EF1A-8BEC-8374-2320EDEB948B

## SCHEDULE E - WAIVER OF EMPLOYEE BENEFIT CONTRIBUTIONS

Concerning the Project Labor Agreement Covering the

RENOVATE PLANT SCIENCES BUILDING – PHASE 2 PROJECT

In accordance with the provisions of Article 11, Section 11.2 of the Project Labor Agreement covering the Renovate Plant Sciences Building Project, I am hereby waiving the right to payment on my behalf of contributions into one or more of the applicable jointly trusteed funds designated on Schedule A and, in lieu of such payments and benefit coverage, am requesting and directing that I receive an equivalent amount of such benefit payments either (i) with coverage under my employer's bona fide private benefit plans, provided such plans satisfy the requirements of the Internal Revenue Code, or (ii) by electing to have my employer include the full amount of such benefit in a supplemental check to me. I acknowledge that when the benefit payments are paid into private plans, the payments to be made on my behalf must equal the total supplement amount set forth at the Wage and Benefit sheet referred in Section 1 of this Article and must be consistent with the requirements of Section 220, and that any shortfall will be included in a supplemental check issued to me by my employer.

Date: _____ Signed: _____

Print Name of Employer: _____ _____

## 00 73 43 Wage Rate Requirements

### Wage Rates and Supplements

The following are the rates of wages and supplements determined by the Industrial Commissioner of the State of New York as prevailing in the locality of the site at which the work will be performed:

*Effective 7/1/01, NYSDOL stopped providing individually printed copies of the **updated** schedules on existing contracts. Updated schedules may be obtained on the NYSDOL website:*

https://dol.ny.gov/

Kathy Hochul, Governor

Roberta Reardon, Commissioner

State University Construction

Amelia Thrall
230 Congress St
8th floor
Boston MA 02110

| | |
|---|---|
| Schedule Year | 2026 |
| Date Requested | 07/22/2026 |
| PRC# | 2026021933 |

| | |
|---|---|
| Location | Plant Science Building |
| Project ID# | |
| Project Type | Phased renovations to a 5-story building constructed in 1930, including systems. |

## 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 2026 through June 2027. 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.

## Contractor Registry

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) https://mpwr-public.labor.ny.gov/en/login.

For additional information, please visit online.

## 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

State University Construction

Amelia Thrall
230 Congress St
8th floor
Boston MA 02110

Schedule Year 2026
Date Requested 07/22/2026
PRC# 2026021933

Location Plant Science Building
Project ID#
Project Type Phased renovations to a 5-story building constructed in 1930, including systems.

## 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<br>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.<br>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:**

IA 999 (09/16)

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.

*Contractor Registry (LL 220-I):
Labor Law Section 220-i requires that contractors obtain a Contractor Registry certificate of registration prior to bidding on or commencing work on a public or private project subject to prevailing wage requirements. Subcontractors also are prohibited from commencing work on covered employment unless they have received a Contractor Registry certificate. Contractors are required to submit their Certificate of Registration with their bid materials. A public database is available online to confirm registration at data.ny.gov to confirm registration validity. For additional information on how to register and the requirements, visit https://dol.ny.gov/public-work-contractor-and-subcontractorregistry-
landing.

## Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, 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.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

**NOTE:** *For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".*

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

| 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 |

### 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. 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. Please Note: Updates to the Wage Schedule shall be made on a quarterly basis.

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.

### Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

### Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

### 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 |
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| 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 |

## Tompkins County General Construction

### Boilermaker — 07/01/2026

**JOB DESCRIPTION** Boilermaker **DISTRICT** 7

**ENTIRE COUNTIES**
Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

**WAGES**

| Per hour: | 07/01/2026 | 01/01/2027 Additional |
|---|---|---|
| Boilermaker | $ 42.50 | $ 2.50* |

* To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**
Per hour:

| | |
|---|---|
| Journeyworker | $ 27.10* + 1.49 |

*This portion of the benefits subject to the same premium rate as shown for overtime wages.

**OVERTIME PAY**
See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
NOTE: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When a holiday falls on Saturday, Friday will be observed as the holiday.

**REGISTERED APPRENTICES**
WAGES per hour: Six (6) month terms at the following percentage of Journeyworker's wage.

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|---|---|---|---|---|---|---|---|
| 65% | 65% | 70% | 75% | 80% | 85% | 90% | 95% |

SUPPLEMENTAL BENEFITS per hour:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| $ 20.09* + 1.49 | $ 20.09* + 1.49 | $ 21.09* + 1.49 | $ 22.08* + 1.49 | $ 23.07* + 1.49 | $ 24.09* + 1.49 | $ 25.11* + 1.49 | $ 26.10* + 1.49 |

*This portion of the benefits subject to the same premium rate as shown for overtime wages.

7-175

### Broadband — 07/01/2026

**JOB DESCRIPTION** Broadband **DISTRICT** 4

**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, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

**PARTIAL COUNTIES**
Orange: Only in the Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

**WAGES**
NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to New York State Labor Law §224-E, solicited on or after July 1,2025. For all other projects solicited prior to July 1,2025 please see LINEMAN ELECTRICIAN(1)-TELEDATA

| Per Hour: | 07/01/2026 | 08/04/2026 |
|---|---|---|
| Field Tech Install/Repair* | $ 52.85 | $ 54.44 |

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

*NOTE: EXCLUDES work within ten(10) feet of High Voltage (600 Volts and over) transmission lines. Please see LINEMAN rates.
*NOTE: Does not include the operation of equipment. Please see applicable OPERATING ENGINEER rates.
*NOTE: Does not include Groundmen/Flagger/Flagmen. Please see LABORER/LABORER-HEAVY/HIGHWAY rates.

**SUPPLEMENTAL BENEFITS**
Per Hour:

$ 23.24

**OVERTIME PAY**
See (B, K, *R) on OVERTIME PAGE
* Two and one half times the hourly rate after the 8th hour

**HOLIDAY**
Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist2

## Carpenter - Building — 07/01/2026

**JOB DESCRIPTION** Carpenter - Building **DISTRICT** 2

**ENTIRE COUNTIES**
Chemung, Cortland, Schuyler, Steuben, Tompkins

**PARTIAL COUNTIES**
Allegany: Only the Township of Alfred.

**WAGES**

| Per hour: | 07/01/2026 | 07/01/2027 Additional | 07/01/2028 Additional |
|---|---|---|---|
| Carpenter | $ 35.09 | $ 4.00* | $3.00* |
| Floor Coverer | 35.09 | 4.00* | 3.00* |
| Carpet Layer | 35.09 | 4.00* | 3.00* |
| Dry-Wall | 35.09 | 4.00* | 3.00* |
| Diver-Wet Day | 61.25 | 4.00* | 3.00* |
| Diver -Dry Day | 36.09 | 4.00* | 3.00* |
| Diver Tender | 36.09 | 4.00* | 3.00* |

*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 $3.00 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 thier 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 10% of base wage per hour
3rd Shift - Premium of 15% 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:

| | 07/01/2026 |
|---|---|
| Journeyworker | $ 23.89 |

**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:

| | | | |
|---|---|---|---|
| $ 13.05 | $ 13.05 | $ 15.65 | $ 15.65 |

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 $3.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT, AWS 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 their regular hourly rate plus $1.50 per hour.

2-277B-CS

## Carpenter - Building / Heavy&Highway — 07/01/2026

**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: | 07/01/2026 | 07/01/2027 Additional |
|---|---|---|
| Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface | $ 39.69 | $ 2.25* |

*To be allocated at a later date.

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

**SUPPLEMENTAL BENEFITS**
Per hour worked:

| | |
|---|---|
| Journeyworker | $ 27.84 |

**OVERTIME PAY**
See (B, E, Q) 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 worked:

| | | | |
|---|---|---|---|
| $ 19.08 | $ 19.69 | $ 21.86 | $ 22.47 |

2-42AtSS

## Carpenter - Heavy&Highway 07/01/2026

**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 | 07/01/2026 | 07/01/2027 Additional |
|---|---|---|
| Carpenter | $ 41.02 | $ 4.42* |
| Piledriver | 41.02 | 4.42* |
| Dockbuilder | 41.02 | 4.42* |
| Diver-Wet Day | 66.02 | 4.42* |
| Diver-Dry Day | 42.02 | 4.42* |
| Diver-Tender | 42.02 | 4.42* |

*To be allocated at a later date.

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 $5.00 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 $0.50 per foot
  - 101' to 150' additional $0.75 per foot
  - 151' to 200' additional $1.25 per foot
  - 201' and deeper additional $1.50 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 $0.75 per foot
  - 101' to 200' additional $1.00 per foot
  - Over 201' additional $1.25 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 $4.00 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 | $ 27.81 |

**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**
CARPENTER/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: | | | |
| $ 19.05 | $ 19.66 | $ 21.78 | $ 22.39 |

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 $5.00 per hour.

2-277HH-Bro

## Electrician 07/01/2026

**JOB DESCRIPTION** Electrician **DISTRICT** 6

**ENTIRE COUNTIES**
Cortland, Herkimer, Madison, Oneida, Oswego

**PARTIAL COUNTIES**
Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.
Chenango: Only the Townships of Columbus, New Berlin and Sherburne.
Onondaga: Entire County except Townships of Elbridge and Skaneateles.
Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Valley, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lisbon.
Tompkins: Only the Township of Groton.
Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

**WAGES**

| Per hour: | 07/01/2026 |
|---|---|
| Electrician | $ 54.00 |
| Teledata | 54.00 |
| Cable Splicer | 59.40 |

NOTE: Additional amounts, subject to overtime premiums, due for the following work (applicable to all employees):
- Additional $ 2.50 per hour for work performed over 35 feet above the ground, floor, or roof levels or where work is required in tunnels, shafts, or under compressed air 35 feet below the ground level.
- Additional $ 3.00 per hour for working over 50 feet above or below ground, floor, or roof level. This includes work on ladders, "toothpicks", scaffolds, boatswain chairs, towers, smokestacks or other open structures. Also applies to working from mechanical lifts when used above 60 feet.

Occupied Conditions: When necessary to perform alteration and/or renovation work and owner mandates (due to occupied conditions) prevent the work from being performed during "normal" working hours (defined as between 6:00 AM and 4:30 PM Monday through Friday), alternate hours may be worked, provided: 1) The hours are established for a minimum of five (5) days duration or the length of the job, whichever is shorter; and 2) An entire work scope within a job-site area is performed utilizing the varied hours. If these conditions are satisfied, all hours worked Monday through Friday of a shift that starts before or ends after the "normal" hours, shall be paid at the appropriate rate plus fifteen percent (15%). However, the following restrictions apply:

1) "Alternate" hours shall consist of a minimum of eight (8) consecutive hours per day.
2) Hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of one and one-half times the applicable rate (dayshift + 15%).
3) Hours worked on Saturday shall be paid at time and one-half the applicable rate.
4) Hours worked on Sundays and Holidays shall be paid at double the straight time rate.
5) Work of a new construction nature may not be worked under these conditions.

**SHIFT WORK**
The following rates will apply on all contracting agency mandated multiple shifts of eight (8) hours for at least five (5) days duration which may have been worked. When two (2) shifts or three (3) shifts are worked:

| | | |
|---|---|---|
| 1ST SHIFT | 8:00 AM - 4:30 PM: | Regular wage rate |
| 2ND SHIFT | 4:30 PM - 1:00 AM: | Regular wage rate plus 15% |
| 3RD SHIFT | 12:30 AM - 9:00 AM: | Regular wage rate plus 25% |

**SUPPLEMENTAL BENEFITS**

| Per hour: | |
|---|---|
| Journeyworker | $ 35.58 plus 3% of hourly wage paid* |

*NOTE: The 3% is based on the hourly wage paid, straight time rate or premium time rate.

**OVERTIME PAY**
See (B, *E, Q) on OVERTIME PAGE

*NOTE: On Saturday the first 8 hours worked shall be paid at a rate of one and one-half times the applicable rate. All additional hours are payable at double the straight time rate.
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, 15, 26) on HOLIDAY PAGE
NOTE: If any of the above holidays fall on Saturday, Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday.

**REGISTERED APPRENTICES**
WAGES per hour: Hourly terms at the following wage.

| | |
|---|---|
| 1st period (0-1000 hrs) | $ 21.60 |
| 2nd period (1001-2000) | 24.30 |
| 3rd period (2001-3500) | 27.00 |
| 4th period (3501-5000) | 32.40 |
| 5th period (5001-6500) | 37.80 |
| 6th Period (6501-8000) | 43.20 |

SUPPLEMENTAL BENEFITS per hour:

| | |
|---|---|
| 1st period | $ 15.50* |
| 2nd period | 15.50* |
| 3rd period | 31.58* |
| 4th period | 32.38* |
| 5th period | 33.18* |
| 6th period | 33.98* |

*NOTE: Plus 3% of hourly wage paid, straight time rate or premium time rate.

6-43

## Electrician — 07/01/2026

**JOB DESCRIPTION** Electrician **DISTRICT** 6

**ENTIRE COUNTIES**

**PARTIAL COUNTIES**
Cayuga: Only the Township of Genoa.
Schuyler: Only the Townships of Cayuta, Catharine, and Hector.
Seneca: Only the Townships of Lodi and Covert.
Tioga: Only the Townships of Spencer and Candor.
Tompkins: Entire county except the Township of Groton.

**WAGES**

| Per hour: | 07/01/2026 | 06/01/2027 Additional |
|---|---|---|
| Electrician | $ 47.00 | $ 4.50* |

* To be allocated at a later date.

NOTE: Additional amounts, subject to overtime premiums, due for the following work (applicable to all employees):
-Additional $ 1.00 per hour for work from trusses, scaffolds, frames, spider baskets, ladders, etc. 40 feet or more from ground floor, or in underground mines or tunnels. Work done from personal lift equipment that complies with OSHA requirements are excluded.
-Additional $ 2.00 per hour when required to work under compressed air, on radio towers, on asbestos abatement projects which require the use of a respirator, work of a hazardous nature, work where gas masks are required or work requiring use of protective arc flash suits.

**SHIFT WORK**
The following rates will apply when shift work is mandated either in the job specification or by the contracting agency.

| | | |
|---|---|---|
| 1ST SHIFT | 8:00 AM to 4:30 PM | Regular wage rate |
| 2ND SHIFT | 4:30 PM to 1:00 AM | Regular wage rate plus 17.3% |
| 3RD SHIFT | 12:30 AM to 9:00 AM | Regular wage rate plus 31.4% |

**SUPPLEMENTAL BENEFITS**
Per hour:

| | |
|---|---|
| Journeyworker | $ 32.23 plus 3% of hourly wage paid* |

*NOTE: The 3% is based on the hourly wage paid, straight time rate or premium time rate.

**OVERTIME PAY**
See (B, *E, Q) on OVERTIME PAGE
*NOTE: On Saturday the first 8 hours worked shall be paid at a rate of one and one-half times the applicable rate. All additional hours are payable at double the straight time rate.
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) on HOLIDAY PAGE
NOTE: When a holiday falls on a Saturday, the day preceding shall be celebrated as such, and when falling on a Sunday, Monday will be celebrated as the holiday.

**REGISTERED APPRENTICES**
WAGES per hour: One year terms at the following percentage of Journeyworker's wage.

| | |
|---|---|
| 1st year | 50% |
| 2nd year | 55% |
| 3rd year | 65% |
| 4th year | 75% |
| 5th year | 85% |

SUPPLEMENTAL BENEFITS per hour:

| | |
|---|---|
| 1st year | $ 14.93* |
| 2nd year | 14.93* |
| 3rd year | 25.63* |
| 4th year | 27.27* |
| 5th year | 27.92* |

*NOTE: Plus 3% of hourly wage paid, straight time rate or premium time rate.

6-241

## Elevator Constructor — 07/01/2026

**JOB DESCRIPTION** Elevator Constructor **DISTRICT** 6

**ENTIRE COUNTIES**
Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

**PARTIAL COUNTIES**
Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.
Madison: Only the towns of: Cazenovia, DeRuyter, Eaton, Fenner, Georgetown, Lebanon, Lenox, Nelson and Sullivan.
Oneida: Only the towns of: Camden, Florence and Vienna.

**WAGES**

| Per hour: | 07/01/2026 | 01/01/2027 |
|---|---|---|
| Mechanic | $ 60.99 | $ 63.706 |
| Mechanic Helper | 42.69 | 44.594 |

**SUPPLEMENTAL BENEFITS**

| Per hour: | | |
|---|---|---|
| Journeyworker | $ 38.985* | 39.535* |

*NOTE: Add 6% of regular hourly rate for all hours worked. Add 8% of regular hourly rate if more than 5 years of service.

**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
NOTE: When a holiday falls on a Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**
WAGES per hour: 1 year terms at the following percentage of the Elevator Constructor Mechanic wage.

| 0-6 months | 6-12 months | 2nd year | 3rd year | 4th year |
|---|---|---|---|---|
| 50% | 55% | 65% | 70% | 80% |

SUPPLEMENTAL BENEFITS per hour:

0-6 months: 6% of the regular hourly apprentice rate paid, no additional supplemental benefits.

All other terms: Same as Journeyworker

6-62.1

## Glazier 07/01/2026

**JOB DESCRIPTION** Glazier **DISTRICT** 5

**ENTIRE COUNTIES**
Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

**WAGES**

| Per hour: | 07/01/2026 |
|---|---|
| Glazier | $ 33.00 |

**SUPPLEMENTAL BENEFITS**

| Per hour: | |
|---|---|
| Journeyworker | $ 34.15 |

**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 | $ 21.00 |
| Appr. 2nd term | 22.00 |
| Appr. 3rd term | 23.00 |
| Appr. 4th term | 24.00 |
| Appr. 5th term | 25.00 |
| Appr. 6th term | 26.00 |
| Appr. 7th term | 27.00 |
| Appr. 8th term | 28.00 |

Supplemental Benefits per hour:

| | |
|---|---|
| Appr. 1st term | $ 13.27 |
| Appr. 2nd term | 13.27 |
| Appr. 3rd term | 19.27 |
| Appr. 4th term | 19.27 |
| Appr. 5th term | 20.27 |
| Appr. 6th term | 20.27 |
| Appr. 7th term | 21.27 |
| Appr. 8th term | 21.27 |

5-677z3

## Insulator - Heat & Frost 07/01/2026

**JOB DESCRIPTION** Insulator - Heat & Frost **DISTRICT** 7

**ENTIRE COUNTIES**
Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

**WAGES**

| Per hour: | 07/01/2026 | 05/01/2027 Additional | 05/01/2028 Additional | 05/01/2029 Additional |
|---|---|---|---|---|
| ON MECHANICAL SYSTEMS ONLY: | | | | |
| Asbestos Worker | $ 45.75 | $ 4.50* | $ 4.75* | $ 6.25* |
| Insulation Installer | 45.75 | 4.50* | 4.75* | 6.25* |
| Firestopping Worker | 45.75 | 4.50* | 4.75* | 6.25* |

* To be allocated at a later date.

**SHIFT WORK**
The following rates will apply on all contracting agency-mandated shifts worked:

| | |
|---|---|
| 1st Shift | $ 45.75 |
| 2nd Shift | 52.61 |
| 3rd Shift | 54.90 |

**SUPPLEMENTAL BENEFITS**
Per hour:

| | |
|---|---|
| Journeyworker | $ 28.59 |

**OVERTIME PAY**
See (*B1, **K, P) on OVERTIME PAGE
*NOTE: First 10 hours on Saturday.
**NOTE: Holidays that fall on Sunday are subject to double time.

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (2*,4,6,28) on HOLIDAY PAGE
*Triple time for Labor Day if worked.

**REGISTERED APPRENTICES**
WAGES per hour: One (1) year terms at the following percentage of Journeyworker's wage.

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| 60% | 70% | 80% | 90% |

SUPPLEMENTAL BENEFITS per hour:

| | | | |
|---|---|---|---|
| $ 24.24 | $ 24.24 | $ 28.59 | $ 28.59 |

7-30-Syracuse

## Ironworker — 07/01/2026

**JOB DESCRIPTION** Ironworker **DISTRICT** 6

**ENTIRE COUNTIES**
Broome, Cayuga, Cortland, Onondaga, Oswego, Seneca, Tioga, Tompkins

**PARTIAL COUNTIES**
Chenango: Only the townships of Afton, Bainbridge, Coventry, German, Greene, Guilford, Lincklaen, McDonough, Norwich, Otselic, Oxford, Pharsalia, Pitcher, Preston and Smithville.
Jefferson: Only the townships of Adams, Alexandria, Brownville, Cape Vincent, Clayton, Ellisburg, Henderson, Hounsfield, LeRay, Lorraine, Lyme, Orleans, Pamelia, Rodman, Rutland, Theresa, Watertown and Worth.
Madison: Only the townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Lincoln, Nelson, Smithfield and Sullivan.
Schuyler: Only the townships of Cayuta, Catharine, Hector and Montour.
Wayne: Only the townships of Butler, Galen, Huron, Rose, Savannah and Wolcott.

**WAGES**
Structural, Reinforcing, Re-bar, Machinery Mover & Rigger, Ornamental & Curtain Wall, Window Wall, Pre-Glazed Metal Framed Windows Attached to Steel or Masonry Including Caulking, Fence Erector (Chain Link/Security), Sheeter/Bridge Rail, Pre-Cast Erector, Stone Derrickman, Pre-Engineered Building Erector, Welder

Per hour: 07/01/2026

| | |
|---|---|
| Ironworker | $ 38.50 |

**SHIFT WORK**
Multiple shifts mandated by the project owner. All shifts will be eight (8) hours.

| | |
|---|---|
| 1st Shift | Regular wage rate |
| 2nd Shift | Regular wage rate plus 10% - Starting times between 2 PM and 7 PM |
| 3rd Shift | Regular wage rate plus 15% - Starting times between 7 PM and 12 AM |

NOTE: When a single irregular shift is worked, with start times based on second or third shifts, add 10% to the 1st shift wage rate posted above.

**SUPPLEMENTAL BENEFITS**
Per hour:

| | |
|---|---|
| Journeyworker | $ 33.30 |

**OVERTIME PAY**
See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday which occurs on Saturday shall be observed on the preceding Friday. Any holiday which occurs on Sunday shall be observed the following Monday.

**REGISTERED APPRENTICES**
WAGES per hour: One year terms at the following rates.

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 21.50 | $ 23.50 | $ 25.50 | $ 27.50 |

SUPPLEMENTAL BENEFITS per hour:

| | |
|---|---|
| 1st year | $ 13.28 |
| 2nd year | 21.82 |
| 3rd year | 23.04 |
| 4th year | 24.26 |

6-60

## Laborer - Building — 07/01/2026

**JOB DESCRIPTION** Laborer - Building **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 #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

| | 07/01/2026 |
|---|---|
| GROUP #1 | $ 31.25 |
| GROUP #2 | 32.25 |
| GROUP #3 | 33.25 |
| GROUP #4 | 33.25 |

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 | $ 20.20 |

**OVERTIME PAY**
See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When a holiday falls on Sunday, it shall be observed on the following Monday.

**REGISTERED APPRENTICES**
WAGES: 1000 hour terms at the following percentage of Journeyworker's wage.

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| 70% | 80% | 85% | 90% |

SUPPLEMENTAL BENEFITS per hour:

| | |
|---|---|
| 1st term | $ 15.85 |
| 2nd term | 17.10 |
| 3rd term | 17.98 |
| 4th term | 18.85 |

2-785b

## Laborer - Heavy&Highway 07/01/2026

**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.

| | 07/01/2026 | 07/01/2027 Additional |
|---|---|---|
| GROUP A | $ 39.80 | $ 4.20* |
| GROUP B | 40.00 | 4.20* |
| GROUP C | 40.20 | 4.20* |
| GROUP D | 40.40 | 4.20* |
| GROUP E | 45.00 | 4.20* |

*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".
- 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 $5.00 per hour.

**SUPPLEMENTAL BENEFITS**
Per hour:

| | |
|---|---|
| Journeyworker | $ 28.01 |

**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% | 90% | 95% |

SUPPLEMENTAL BENEFITS per hour:
All terms $ 28.01

2-785h

## Laborer - Tunnel 07/01/2026

**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.

| | 07/01/2026 | 07/01/2027 Additional |
|---|---|---|
| Group A | $ 42.98 | $ 4.20* |
| Group B | 43.18 | 4.20* |
| Group C | 47.98 | 4.20* |
| Group D | 47.98 | 4.20* |

*To be allocated at a later date

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 $5.00 per hour.

**SUPPLEMENTAL BENEFITS**
Per hour:

Journeyworker $ 28.01

**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% | 90% | 95% |

SUPPLEMENTAL BENEFITS per hour:

All Terms $ 28.01

2-785T

## Lineman Electrician 07/01/2026

**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: | 07/01/2026 | 05/03/2027 | 05/01/2028 |
|---|---|---|---|
| Group A: | | | |
| Lineman, Technician | $ 64.37 | $ 66.84 | $ 69.47 |
| Crane, Crawler Backhoe | 64.37 | 66.84 | 69.47 |
| Welder, Cable Splicer | 64.37 | 66.84 | 69.47 |
| Group B: | | | |
| Digging Mach. Operator | $ 57.93 | $ 60.16 | $ 62.52 |
| Group C: | | | |
| Tractor Trailer Driver | $ 54.71 | $ 56.81 | $ 59.05 |
| Groundman, Truck Driver | 51.50 | 53.47 | 55.58 |
| Equipment Mechanic | 51.50 | 53.47 | 55.58 |
| Group D: | | | |
| Flagger | $ 35.40 | $ 36.76 | $ 38.21 |

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----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 | $ 64.37 | $ 66.84 | $ 69.47 |
| Crane, Crawler Backhoe | 64.37 | 66.84 | 69.47 |
| Cable Splicer | 70.81 | 73.52 | 76.42 |
| Certified Welder, Pipe Type Cable | $ 67.59 | $ 70.18 | $ 72.94 |

| | | | |
|---|---|---|---|
| Group B: | | | |
| Digging Mach. Operator | $ 57.93 | $ 60.16 | $ 62.52 |
| Group C: | | | |
| Tractor Trailer Driver | $ 54.71 | $ 56.81 | $ 59.05 |
| Groundman, Truck Driver | 51.50 | 53.47 | 55.58 |
| Equipment Mechanic | 51.50 | 53.47 | 55.58 |
| Group D: | | | |
| Flagger | $ 35.40 | $ 36.76 | $ 38.12 |

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all railroad catenary installation and 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 | $ 65.81 | $ 68.34 | $ 71.03 |
| Crane, Crawler Backhoe | 65.81 | 68.34 | 71.03 |
| Cable Splicer | 72.39 | 75.17 | 78.13 |
| Certified Welder, Pipe Type Cable | 69.10 | 71.76 | 74.58 |
| Group B: | | | |
| Digging Mach. Operator | $ 59.23 | $ 61.51 | $ 63.93 |
| Group C: | | | |
| Tractor Trailer Driver | $ 55.94 | $ 58.09 | $ 60.38 |
| Groundman, Truck Driver | 52.65 | 54.67 | 56.82 |
| Equipment Mechanic | 52.65 | 54.67 | 56.82 |
| Group D: | | | |
| Flagger | $ 36.20 | $ 37.59 | $ 39.07 |

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----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 | $ 67.10 | $ 69.68 | $ 72.43 |
| Crane, Crawler Backhoe | 67.10 | 69.68 | 72.43 |
| Group B: | | | |
| Digging Mach. Operator | $ 60.39 | $ 62.71 | $ 65.19 |
| Group C: | | | |
| Tractor Trailer Driver | $ 57.04 | $ 59.23 | $ 61.57 |
| Groundman, Truck Driver | 53.68 | 55.74 | 57.94 |
| Equipment Mechanic | 53.68 | 55.74 | 57.94 |
| Group D: | | | |
| Flagger | $ 36.91 | $ 38.32 | $ 39.84 |

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

**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:

| | 07/01/2026 | 05/03/2027 | 05/01/2028 |
|---|---|---|---|
| Group A | $ 32.91* | $ 34.41* | $ 35.91* |

| | | | |
|---|---|---|---|
| Group B | $ 28.91* | $ 30.41* | $ 31.91* |
| Group C | $ 28.51* | $ 29.71* | $ 30.91* |
| Group D | $ 28.41* | $ 29.54* | $ 30.67* |

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

**OVERTIME PAY**
See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Contracting Agency.
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, 25 ) on HOLIDAY PAGE |
| Overtime | See ( 5, 6, 8, 15, 25 ) on HOLIDAY PAGE |

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:

| | 07/01/2026 | 05/03/2027 | 05/01/2028 |
|---|---|---|---|
| All terms: | $ 28.41* | $ 29.54* | $ 30.67* |

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

6-1249a

## Lineman Electrician - Teledata — 07/01/2026

**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**
NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to LL 224-E,solicited prior to July 1, 2025. For all projects, excluding dial-up internet access service, solicited on or after July 1, 2025, please see BROADBAND

| Per hour: | 07/01/2026 | 01/04/2027 | 01/03/2028 | 01/01/2029 |
|---|---|---|---|---|
| Cable Splicer | $ 42.03 | $ 43.30 | $ 44.59 | $ 45.93 |
| Installer, Repairman | 39.89 | 41.09 | 42.32 | 43.59 |
| Teledata Lineman | 39.89 | 41.09 | 42.32 | 43.59 |
| Tech., Equip. Operator | 39.89 | 41.09 | 42.32 | 43.59 |
| Groundman/Flagger | 21.14 | 21.78 | 22.43 | 23.10 |

For outside work, stopping at first point of attachment (demarcation).

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:

| | | | | |
|---|---|---|---|---|
| Journeyworker | $ 6.18 plus 4%* | $ 6.43 plus 5%* | $ 6.43 plus 6%* | $ 6.68 plus 7%* |

*NOTE: The percentage (%) listed above is based on the hourly wage paid, straight time rate or premium time 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 — 07/01/2026

**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: | 07/01/2026 | 05/03/2027 | 05/01/2028 |
|---|---|---|---|
| Group A: | | | |
| Lineman, Technician | $ 55.31 | $ 57.40 | $ 59.64 |
| Crane, Crawler Backhoe | 55.31 | 57.40 | 59.64 |
| Certified Welder | 58.08 | 60.27 | 62.62 |
| Group B: | | | |
| Digging Machine | $ 49.78 | $ 51.66 | $ 53.68 |
| Group C: | | | |
| Tractor Trailer Driver | $ 47.01 | $ 48.79 | $ 50.69 |
| Groundman, Truck Driver | 44.25 | 45.92 | 47.71 |
| Equipment Mechanic | 44.25 | 45.92 | 47.71 |
| Group D: | | | |
| Flagger | $ 33.19 | $ 34.44 | $ 35.78 |

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:

| | 07/01/2026 | 05/03/2027 | 05/01/2028 |
|---|---|---|---|
| Group A | $ 32.91* | $ 34.41* | $ 35.91* |
| Group B | $ 28.91* | $ 30.41* | $ 31.91* |
| Group C | $ 28.51* | $ 29.71* | $ 30.91* |
| Group D | $ 28.41* | $ 29.54* | $ 30.67* |

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

**OVERTIME PAY**
See (B, E, Q, X) on OVERTIME PAGE.
NOTE: Double time for all emergency work designated by the Contracting Agency.
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, 25 ) on HOLIDAY PAGE
Overtime: See ( 5, 6, 8, 15, 25 ) on HOLIDAY PAGE
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:

| | 07/01/2026 | 05/03/2027 | 05/01/2028 |
|---|---|---|---|
| All terms: | $ 28.41* | $ 29.54* | $ 30.67* |

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

6-1249a-LT

## Lineman Electrician - Tree Trimmer — 07/01/2026

**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: | 07/01/2026 | 01/01/2027 | 01/03/2027 |
|---|---|---|---|
| Tree Trimmer | $ 34.67 | $ 34.67 | $ 36.23 |
| Equipment Operator | 30.67 | 30.67 | 32.05 |
| Equipment Mechanic | 30.67 | 30.67 | 32.05 |
| Truck Driver | 24.93 | 24.93 | 26.05 |
| Groundman | 20.53 | 20.53 | 21.45 |
| Flagger | 16.20 | 16.20* | 16.93 |

* This rate may be subject to a minimum wage increase 01/01/2027.

**SUPPLEMENTAL BENEFITS**
Per hour:

| | | | |
|---|---|---|---|
| Journeyworker | $ 11.23* | $ 11.48* | $ 11.48* |

*NOTE: Plus 4.5% of the hourly wage paid. The 4.5% is based on the straight time rate or the premium time 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, 16, 25) 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 — 07/01/2026

**JOB DESCRIPTION** Mason - Building **DISTRICT** 5

**ENTIRE COUNTIES**
Cortland, Tompkins

**WAGES**
Per hour: 07/01/2026
Building:
Brick/Block layer, Cement Mason $ 35.68
Plasterer/EFIS, Stone Mason, Tuck Pointer

**SUPPLEMENTAL BENEFITS**
Per hour:

Journeyworker $ 32.69

**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 |
|---|---|---|---|
| $ 22.62 | $ 27.98 | $ 29.29 | $ 32.11 |

Supplemental Benefits per hour:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 25.95 | $ 27.18 | $ 30.27 | $ 31.86 |

5-3B Ith - Z2

## Mason - Heavy&Highway — 07/01/2026

**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: 07/01/2026
Heavy & Highway:
Cement Mason $ 41.38
Bricklayer 41.38

**SUPPLEMENTAL BENEFITS**
Per hour:

Journeyworker $ 27.03

**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 Journeyworker's wage:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| 50% | 60% | 70% | 80% |

Supplemental benefits per hour:

| | |
|---|---|
| 1st term | $ 15.78 |
| 2nd term | $ 25.07 |
| 3rd term | $ 25.56 |
| 4th term | $ 26.05 |

5-3h

## Mason - Tile Finisher — 07/01/2026

**JOB DESCRIPTION** Mason - Tile Finisher **DISTRICT** 5

**ENTIRE COUNTIES**
Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

**PARTIAL COUNTIES**
Allegany: Towns of Alfred, Almond, Andover and Burns in Allegany County

**WAGES**

| Wages Per hour: | 07/01/2026 |
|---|---|
| Building: | |
| Marble, Slate, Terrazzo and Tile Finisher | $ 35.00 |

**SUPPLEMENTAL BENEFITS**
Per hour:

| | |
|---|---|
| Journeyworker | $ 24.47 |

**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 |
|---|---|---|
| $ 21.00 | $ 24.50 | $ 28.00 |

Supplemental benefits per hour:

| 1st | 2nd | 3rd |
|---|---|---|
| $ 15.69 | $ 16.39 | $ 21.13 |

5-3TF - Z4

## Mason - Tile Setter — 07/01/2026

**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: | 07/01/2026 |
|---|---|
| Building: | |
| Marble, Slate, Terrazzo and Tile Setter | $ 36.69 |

**SUPPLEMENTAL BENEFITS**

Per hour:

| | |
|---|---|
| Journeyworker | $ 28.56 |

**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 |
|---|---|---|---|
| $ 22.01 | $ 25.68 | $ 29.35 | $ 33.02 |

Supplemental benefits per hour:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 16.49 | $ 17.31 | $ 26.90 | $ 27.73 |

5-3TS - Z4

## Millwright — 07/01/2026

**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: | 07/01/2026 | 07/01/2027 Additional | 07/01/2028 Additional |
|---|---|---|---|
| Millwright - Power Generation | $ 50.00 | $ 3.00* | $ 3.00* |

* 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 weld.
- 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 | $ 28.45* |

*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 | $ 11.96 |
| Appr. 2nd year | 23.50 |
| Appr. 3rd year | 25.15 |
| Appr. 4th year | 26.80 |

6-1163Power

## Millwright 07/01/2026

**JOB DESCRIPTION** Millwright **DISTRICT** 6

**ENTIRE COUNTIES**
Chemung, Cortland, Livingston, Monroe, Ontario, Orleans, Schuyler, Steuben, Tompkins, Wayne, Wyoming

**WAGES**

| Per hour: | 07/01/2026 | 07/01/2027 Additional | 07/01/2028 Additional |
|---|---|---|---|
| Building | $ 40.39 | $ 3.00* | $ 3.00* |
| Heavy & Highway | 43.89 | | |

* 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 weld.
- 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 | $ 27.79 |

**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 | $ 11.96 |
| Appr. 2nd year | 23.04 |
| Appr. 3rd year | 24.62 |
| Appr. 4th year | 26.21 |

6-1163

## Operating Engineer - Building 07/01/2026

**JOB DESCRIPTION** Operating Engineer - Building **DISTRICT** 6

**ENTIRE COUNTIES**
Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

**WAGES**
NOTE:
---If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.
---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 (A1 Includes Boom Trucks over 5 tons, Cableway, Cherry Picker, Derrick, Dragline, Dredge, Overhead Crane, Pile Driver, Tower Crane***, Truck Crane, Whirlies).

CLASS A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent), Automated Fine Grade Machine (CMI), Backhoe, Barrel Shredder, Belt Placer, Blacktop Spreader (such as Barber-Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Boom Trucks (5 ton and under), Burning Plant Operator, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crusher (Rock), De-watering Press, Diesel Power Unit, Dirt Filter Press with Operation Equipment, Dredge, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Forklift (Loed/Lull and other rough terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Light Plants - Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator), Work Boat Operator including LCM's.

CLASS B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16'), Core boring machine, Drill Rigs - tractor mounted, Elevator - as material hoist, Farm Tractor (with or without accessories), Forklift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Gunite Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (Drop Hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base - self-propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self-propelled), Roller, Self-contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat type loader), Snorkel (overhead arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tamp, Well Drill / Well Point System (Submersible pumps when used in lieu of Well Point System), Winch (Motor driven), Winch Cat, Winch Truck.

CLASS C: Compressor (up to 500 cfm), Concrete Paver or Mixer (under 16'), Concrete Pavement Spreaders & Finishers (not automated), Conveyor (over 12 ft), Electric Submersible Pump (4" and over), Fine Grade Machine (not automated), Fireman, Forklift ("with or without" attachments, 10 ton and under), Form Tamper, Generator (2,500 watts and over), Hydraulic Pump, Mechanical Heaters (More than two (2) Mechanical Heaters or any Mechanical Heater or Heaters whose combined output exceeds 640,000 BTU per hour (manufacturer's rating) plus one self-contained heating unit - i.e. Sundog or Air Heat type - New Holland Hay Dryer type excluded), Mulching Machine, Oiler, Power Driven Welding Machine (300 amp and over, other than all electric. One Welding Machine under 300 amp will not require an engineer unless in a battery), Power Heaterman (hay dryer), Pumps (water and trash), Revinius Widener (road widener), Single Light Plant, Steam Cleaner or Jenny.

| Per hour: | 07/01/2026 | 07/01/2027 Additional | 07/01/2028 Additional | 07/01/2029 Additional |
|---|---|---|---|---|
| Building | | | | |
| Class A1** | $ 55.71 | $ 4.75* | $ 4.25* | $ 4.68* |
| Class A | 51.21 | 3.75* | 3.75* | 4.18* |
| Class B | 49.09 | 3.75* | 3.75* | 4.18* |
| Class C | 44.87 | 3.75* | 3.75* | 4.18* |

* To be allocated at a later date.

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 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 $ 2.50 (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
- NOTE: These premiums are in addition to the tonnage premiums if over 400 tons.

**SUPPLEMENTAL BENEFITS**
Per hour:

Journeyworker $ 33.03

**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 the holiday falls on Sunday, it will be celebrated on Monday.

**REGISTERED APPRENTICES**
WAGES per hour: Hourly terms at the following percentage of Journeyworker's CLASS A wage:

1st: 60%
2nd: 65%
3rd: 70%
4th: 80%

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:

All terms: $ 32.95

6-158-545b.s

## Operating Engineer - Heavy&Highway 07/01/2026

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway **DISTRICT** 6

**ENTIRE COUNTIES**
Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

## 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, Cableway, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Cranes (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; Bull Dozer being operated with active GPS; 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; Jetting Plow; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Pavement Breaker (SP Wirtgen; PB-4 and similar type); Profiler/Milling Machine (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Rotating Telehandler; Scraper (including challenger type); Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Log 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 (if employer requires another man to clean the screen or to maintain the equipment, they shall be an Oiler); Locomotive; Material Handling Knuckle Boom; Mini Excavators (under 18,000 lbs.); 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, See Class A for Blacktop Roller); 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.
NOTE: Effective 07/01/27 Prentice Loader will move to CLASS A.

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; Forklift; 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) including all attachments; 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: | 07/01/2026 | 07/01/2027 Additional | 07/01/2028 Additional | 07/01/2029 Additional |
|---|---|---|---|---|
| CLASS A1** | $ 62.11 | $ 4.29* | $ 4.42* | $ 4.56* |
| CLASS A | 58.36 | 3.54* | 3.67* | 3.81* |
| CLASS B | 57.48 | 3.54* | 3.67* | 3.81* |
| CLASS C | 54.20 | 3.54* | 3.67* | 3.81* |

* To be allocated at a later date.

(**) 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**
SINGLE IRREGULAR WORK SHIFT: 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 | $ 34.45 |

**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. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time).

**REGISTERED APPRENTICES**
WAGES per hour: Hourly terms at the following percentage of Journeyworker's CLASS B wage.

| | |
|---|---|
| 1st term (0-1000 hrs): | 60% |
| 2nd term (1001-2000 hrs): | 75% |
| 3rd term (2001-3000 hrs): | 80% |
| 4th term (3001-4100 hrs): | 90% |

An additional $ 2.50 per hour is required when an apprentice performs 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.

6-158-545h

## Operating Engineer - Survey Crew — 07/01/2026

**JOB DESCRIPTION** Operating Engineer - Survey Crew **DISTRICT** 12

**ENTIRE COUNTIES**
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, 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, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

**PARTIAL COUNTIES**
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

**WAGES**
These rates apply to Building, Tunnel, and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:
Party Chief - One who directs a survey party.
Surveyor - One who operates the surveying instruments.
Survey Assistant - One who holds the instruments and assists the Instrument Person.

| | 07/01/2026 |
|---|---|
| Party Chief | $ 56.64 |
| Surveyor | 52.74 |
| Surveyor Assistant | 36.00 |

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:

| | |
|---|---|
| Party Chief | $ 32.45 |
| Surveyor | $ 32.45 |
| Survey Assistant | $ 20.60 |

**OVERTIME PAY**
See (B, Q) on OVERTIME PAGE

**HOLIDAY**
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
WAGES: 1000 hour terms based on percentage of Surveyor wage:

07/01/2026

| 0-1000 | 1001-2000 | 2001-3000 |
|---|---|---|
| 60% | 70% | 80% |

SUPPLEMENTAL BENEFIT per hour worked:
All Terms: $ 22.65

12-158-545 D.H.H.

## Operating Engineer - Survey Crew - Consulting Engineer — 07/01/2026

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 12

**ENTIRE COUNTIES**
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, 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, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

**PARTIAL COUNTIES**
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

**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.
Surveyor - One who operates the surveying instruments.
Survey Assistant - One who holds the instruments and assists the Instrument Person.

| | 07/01/2026 |
|---|---|
| Party Chief | $ 56.64 |
| Surveyor | 52.74 |
| Survey Assistant | 36.00 |

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:

| | |
|---|---|
| Party Chief | $ 32.45 |
| Surveyor | $ 32.45 |
| Survey Assistant | $ 20.60 |

**OVERTIME PAY**
See (B, Q) on OVERTIME PAGE

**HOLIDAY**
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
WAGES: 1000 hour terms based on percentage of Surveyor wage:

07/01/2026

| 0-1000 | 1001-2000 | 2001-3000 |
|---|---|---|

60% 70% 80%

SUPPLEMENTAL BENEFIT per hour worked:
All Terms: $22.65

12-158-545 DCE

## Operating Engineer - Tunnel 07/01/2026

**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 Poughkeepsie, 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 (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); Scarifier (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: | 07/01/2026 | 07/01/2027 Additional | 07/01/2028 Additional | 07/01/2029 Additional |
|---|---|---|---|---|
| CLASS A | $ 60.95 | $ 3.54* | $ 3.67* | $ 3.81* |
| CLASS B | 59.73 | 3.54* | 3.67* | 3.81* |
| CLASS C | 56.94 | 3.54* | 3.67* | 3.81* |
| CLASS D | 53.93 | 3.54* | 3.67* | 3.81* |

* To be allocated at a later date.

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 Tower cranes, including self-erecting.
Crane 2: All Lattice Boom Cranes and all other 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 | $ 64.95 |
| Crane 2 | 63.95 |
| Crane 3 | 62.95 |

**SUPPLEMENTAL BENEFITS**
Per hour:
$ 26.05
+ 10.85*

* This portion of the benefits subject to SAME PREMIUM 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 per hour: Hourly terms at the following percentage of Journeyworker's CLASS B wage.

| | |
|---|---|
| 1st term: (0-1000 hrs) | 60% |
| 2nd term: (1001-2000 hrs) | 65% |
| 3rd term: (2001-3000 hrs) | 70% |
| 4th term: (3001-4100 hrs) | 75% |

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.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker.

7-158-832TL.

## Painter — 07/01/2026

**JOB DESCRIPTION** Painter **DISTRICT** 2

**ENTIRE COUNTIES**
Cortland, Tompkins

**WAGES**
Per hour:

| | 07/01/2026 |
|---|---|
| Painter | $ 29.12 |
| Taper, Paperhangers, and Vinyl hangers | 30.58 |

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):
- Additional $ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)
- Additional $ 0.60 per hour for Swing Scaffold, Boatswain chair, Spray helper, Steam cleaning acid and high pressure water, Power grinders with respirator
- Additional $ 0.60 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 $ 1.00 per hour for Spray Painting
- Additional $ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional $ 0.90 per hour for Sandblasting

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES & TANKS

**SUPPLEMENTAL BENEFITS**
Per hour:
Journeyworker $ 25.91

**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 | $ 19.00 | $ 20.00 | $ 21.00 | $ 22.00 | $ 23.00 | $ 24.00 | $ 25.00 |

Taper: 750 hour terms at the following Journeyworker Taper Apprentice wage rate:

| 1st | 2nd | 3rd | 4th | 5th | 6th |
|---|---|---|---|---|---|
| $ 20.00 | $ 21.00 | $ 22.00 | $ 23.00 | $ 24.00 | $ 25.00 |

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):
- Additional $ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)
- Additional $ 0.60 per hour for Swing Scaffold, Boatswain chair, Spray helper, Steam cleaning acid and high pressure water, Power grinders with respirator
- Additional $ 0.60 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 $ 1.00 per hour for Spray Painting
- Additional $ 1.00 per hour for Steeple Jack (Over 100 feet)
- Additional $ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional $ 0.90 per hour for Sandblasting

SUPPLEMENTAL BENEFITS per hour:
Painter/Decorator:

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|---|---|---|---|---|---|---|---|
| $ 6.00 | $ 7.00 | $ 8.00 | $ 9.10 | $ 11.00 | $ 11.00 | $ 13.00 | $ 14.00 |

Taper/Drywall Finisher:

| 1st | 2nd | 3rd | 4th | 5th | 6th |
|---|---|---|---|---|---|
| $ 6.00 | $ 7.00 | $ 8.00 | $ 10.00 | $ 13.00 | $ 14.00 |

2-178 I

## Painter — 07/01/2026

**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: 07/01/2026

| | |
|---|---|
| Bridge | $ 47.39 |
| Tunnel | 47.39 |
| Tank* | 45.39 |

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:
$ 32.81

**OVERTIME PAY**
Exterior work only See ( B, E2, E4, F, R ) on OVERTIME PAGE.
All other work See ( B, F, R ) on OVERTIME PAGE.

**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 - Metal Polisher 07/01/2026

**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**

| | 07/01/2026 |
|---|---|
| Metal Polisher | $ 41.33 |
| Metal Polisher* | 42.43 |
| Metal Polisher** | 45.33 |

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**
Per Hour:

Journeyworker:

| | |
|---|---|
| All classifications | $ 13.99 |

**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:

| | 07/01/2026 |
|---|---|
| 1st year | $ 20.67 |
| 2nd year | 22.73 |
| 3rd year | 24.80 |
| 1st year* | $ 21.06 |
| 2nd year* | 23.17 |
| 3rd year* | 25.34 |
| 1st year** | $ 23.17 |
| 2nd year** | 25.23 |
| 3rd year** | 27.30 |

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

| | |
|---|---|
| 1st year | $ 9.19 |
| 2nd year | 9.19 |
| 3rd year | 9.19 |

8-8A/28A-MP

## Plumber 07/01/2026

**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: | 07/01/2026 |
|---|---|
| Plumber, Steamfitter, Pipefitter, Welder, HVAC, Refrigeration. | $ 52.16 |

**SHIFT WORK**
SINGLE IRREGULAR WORK SHIFT: Additional 15% premium added to the wage rate above for a single irregular work shift starting between 4:30 PM and 7:00 AM.

**SUPPLEMENTAL BENEFITS**

| Per hour: | |
|---|---|
| Journeyworker | $ 28.75* |

*NOTE: $ 15.27 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 through 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 | $ 16.20 |
| 2nd | 25.03 |
| 3rd | 25.72 |
| 4th | 26.34 |
| 5th | 27.41 |

*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 07/01/2026

**JOB DESCRIPTION** Roofer **DISTRICT** 2

**ENTIRE COUNTIES**
Broome, Chemung, Chenango, Delaware, Otsego, Schoharie, Schuyler, Steuben, Tioga, Tompkins

**WAGES**

| Per hour: | 07/01/2026 | 06/01/2027 Additional | 06/01/2028 Additional |
|---|---|---|---|
| Roofer, Waterproofer | $ 31.79 + 1.06* | $ 3.50** | $ 4.00** |

*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 6:00 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, torching, 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 | $ 24.99 |

**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:
Indentured prior to 06/01/2026:

| Hours per term | |
|---|---|
| 0-667 Hrs. | $ 22.25 + 0.74* |
| 668-1334 Hrs. | 23.84 + 0.79* |
| 1335-2001 Hrs. | 25.43 + 0.85* |
| 2002-2668 Hrs. | 27.02 + 0.90* |
| 2669-3335 Hrs. | 28.61 + 0.95* |
| 3336-4000 Hrs. | 30.20 + 1.01* |

Indentured on or after 06/01/2026:

| Hours per term | |
|---|---|
| 0-600 Hrs. | $ 25.43 + 0.85* |
| 601-1200 Hrs. | 26.23 + 0.87* |
| 1201-1800 Hrs. | 27.02 + 0.90* |
| 1801-2400 Hrs. | 27.82 + 0.93* |
| 2401-3000 Hrs. | 28.61 + 0.95* |
| 3001-3600 Hrs. | 29.41 + 0.98* |
| 3601-4200 Hrs. | 30.20 + 1.01* |
| 4201-4800 Hrs. | 31.00 + 1.03* |

*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, torching, 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:
Indentured prior to 06/01/2026:

| Hours per term | |
|---|---|
| 0-667 Hrs. | $ 20.93 |
| 668-1334 Hrs. | 21.60 |
| 1335-2001 Hrs. | 22.29 |
| 2002-2668 Hrs. | 22.96 |
| 2669-3335 Hrs. | 23.63 |

| | |
|---|---|
| 3336-4000 Hrs. | 24.32 |

Indentured on or after 06/01/2026:

| Hours per term | |
|---|---|
| 0-600 Hrs. | $ 11.45 |
| 601-1200 Hrs. | 11.45 |
| 1201-1800 Hrs. | 19.50 |
| 1801-2400 Hrs. | 23.30 |
| 2401-3000 Hrs. | 23.63 |
| 3001-3600 Hrs. | 23.97 |
| 3601-4200 Hrs. | 24.32 |
| 4201-4800 Hrs. | 24.65 |

2-203elmi

## Sheetmetal Worker — 07/01/2026

**JOB DESCRIPTION** Sheetmetal Worker **DISTRICT** 2

**ENTIRE COUNTIES**
Allegany, Broome, Chemung, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

**WAGES**
Per hour:

| | 07/01/2026 | 05/01/2027 Additional |
|---|---|---|
| Sheetmetal Worker | $ 40.82 + 1.02* | $ 4.00** |

NOTE: Ten cents ($0.10) per hour additional premium to be paid when working polyresin fiberglass.
*Amount is paid for every hour worked (amount not subject to overtime premium)
**To be allocated at a later date

**SUPPLEMENTAL BENEFITS**
Per hour:

| | |
|---|---|
| Journeyworker: | $ 25.33 |

**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:
Indentured after 05/01/2025 (1-year Terms):

| | 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|---|
| 07/01/2026 | $ 24.49 +0.61* | $ 26.53 +0.66* | $ 28.57 +0.71* | $ 32.66 +0.82* | $ 34.70 +0.87* |

Indentured prior to 05/01/2025 (Half Year Terms):

| | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|---|---|---|---|---|---|---|---|---|
| 07/01/2026 | $ 24.49 +0.61* | $ 24.49 +0.61* | $ 26.53 +0.66* | $ 28.57 +0.71* | $ 30.62 +0.77* | $ 32.66 +0.82* | $ 34.70 +0.87* | $ 36.74 +0.92* |

*Amount is paid for every hour worked (amount not subject to overtime premium)

SUPPLEMENTAL BENEFITS per hour:
Indentured after 05/01/2025:

| | 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|---|
| 07/01/2026 | $ 2.28 | $ 21.05 | $ 21.13 | $ 21.30 | $ 25.08 |

Indentured prior to 05/01/2025:

| | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|---|---|---|---|---|---|---|---|---|
| 07/01/2026 | $ 2.28 | $ 2.28 | $ 21.05 | $ 21.13 | $ 21.22 | $ 21.30 | $ 21.38 | $ 21.46 |

2-112

## Sprinkler Fitter — 07/01/2026

**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

| | 07/01/2026 | 01/01/2027 | 04/01/2027 | 01/01/2028 |
|---|---|---|---|---|
| Sprinkler Fitter | $ 47.91 | $ 47.91 | $ 50.76 | $ 50.76 |

**SUPPLEMENTAL BENEFITS**
Per hour

| | | | | |
|---|---|---|---|---|
| Journeyworker | $ 30.71 | $ 31.71 | $ 31.71 | $ 32.71 |

**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**
One Half Year terms at the following wage per hour:

| | 07/01/2026 | 01/01/2027 | 04/01/2027 | 01/01/2028 |
|---|---|---|---|---|
| 1st Term | $ 24.50 | $ 24.50 | $ 25.73 | $ 25.73 |
| 2nd Term | 27.35 | 27.35 | 28.72 | 28.72 |
| 3rd Term | 29.63 | 29.63 | 31.11 | 31.11 |
| 4th Term | 31.91 | 31.91 | 33.50 | 33.50 |
| 5th Term | 33.62 | 33.62 | 35.30 | 35.30 |
| 6th Term | 36.47 | 36.47 | 38.29 | 38.29 |
| 7th Term | 38.75 | 38.75 | 40.68 | 40.68 |
| 8th Term | 41.03 | 41.03 | 43.08 | 43.08 |
| 9th Term | 43.30 | 43.30 | 45.47 | 45.47 |
| 10th Term | 45.58 | 45.58 | 47.86 | 47.86 |
| Supplemental Benefits per hour: | | | | |
| 1st & 2nd Term | $ 10.23 | $ 11.23 | $ 11.23 | $ 12.23 |
| 3rd & 4th Term | 22.79 | 23.79 | 23.79 | 24.79 |
| All Other Terms | 23.04 | 24.04 | 24.04 | 25.04 |

1-669

## Teamster - Building — 07/01/2026

**JOB DESCRIPTION** Teamster - Building **DISTRICT** 6

**ENTIRE COUNTIES**
Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

**PARTIAL COUNTIES**
Allegany: Only the Townships of Alfred, Almond, Burns.
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 Boylston, Redfield and Sandy Creek.
Otsego: Only the Townships of Butternuts, Laurens, Maryland, Millford, Morris, Oneonta, Otego, Unadilla, and Worchester.
Steuben: Only the Townships of Canisteo, Cohoctan, Dansville, Fremont, Greenwood, Hornell, Hartsville, Jasper, Prattsburg, Troupsburg, and West Union.
Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within the 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: | 07/01/2026 | 07/01/2027 | 07/01/2028 |
|---|---|---|---|

| | | | |
|---|---|---|---|
| Building: (under $ 5 million*) | | | |
| GROUP A, B, C, D | $ 38.65 | $ 42.31 | $ 47.91 |
| | | | |
| Building: (over $ 5 million*) | | | |
| GROUP A, B | $ 39.70 | $ 43.36 | $ 48.96 |
| GROUP C | 40.05 | 43.71 | 49.31 |
| GROUP D | 39.85 | 43.51 | 49.11 |

* Total project cost including General Construction, Plumbing, HVAC and Electrical

NOTE: All work performed at nuclear power plants, and fuel trucks that require a hazardous materials license, shall receive a $ 5.00 per hour premium above the applicable wage rate.

**SUPPLEMENTAL BENEFITS**
Per hour:

| | | | |
|---|---|---|---|
| (under $ 5 million*) | $ 33.16 | $ 35.51 | $35.92 |
| | | | |
| (over $ 5 million*) | 33.96 | 36.31 | 36.73 |

* 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 - Heavy&Highway — 07/01/2026

**JOB DESCRIPTION** Teamster - Heavy&Highway **DISTRICT** 6

**ENTIRE COUNTIES**
Cayuga, Cortland, Seneca, Tompkins, Yates

**PARTIAL COUNTIES**
Allegany: Only the Townships of Almond, Alfred, Burns.
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, Mechanic 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.

GROUP 3: Fuel trucks that require a HazMat license endorsement.

| Per hour: | 07/01/2026 | 07/01/2027 |
|---|---|---|
| GROUP 1 | $ 40.62 | $ 44.28 |
| GROUP 2 | 40.82 | 44.48 |
| GROUP 3 | 45.62 | 49.28 |

**SHIFT WORK**
A single irregular work shift can start any time between 5:00 PM and 1:00 AM. All employees who work a single irregular shift on governmental mandated night work shall be paid an additional $ 5.00 per hour.

**SUPPLEMENTAL BENEFITS**
Per hour:

| | | |
|---|---|---|
| Journeyworker | $ 29.94 | $ 30.78 |

**OVERTIME PAY**
See (*B, B3, J, X) 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 07/01/2026

**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 07/01/2026

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 ) | 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 07/20/2026

## Article 8

| AGENCY | Fiscal Officer | FEIN | EMPLOYER NAME | EMPLOYER DBA NAME | ADDRESS | DEBARMENT START DATE | DEBARMENT END DATE |
|---|---|---|---|---|---|---|---|
| DOL | DOL | *****5784 | A.J.M. TRUCKING, INC. | | PO BOX 2064<br>MONROE NY 10950 | 02/12/2024 | 02/12/2029 |
| DOL | DOL | | AKHLAQ OULAKH | | 4307 28TH AVE<br>ASTORIA NY 11103 | 10/11/2024 | 10/11/2029 |
| DOL | DOL | | ALEXANDER DELISA | | 411 THEODORE FREMND<br>SUITE 206RYE NY 10580 | 09/03/2025 | 09/03/2030 |
| DOL | NYC | | ALL COUNTY SEWER & DRAIN, INC. | | 7 GREENFIELD DR<br>WARWICK NY 10990 | 03/25/2022 | 03/25/2027 |
| DOL | DOL | *****8387 | AMERICAN PAVING & MASONRY, CORP. | | 8 FOREST AVE<br>GLEN COVE NY 11542 | 05/24/2024 | 05/24/2029 |
| DOL | DOL | *****8654 | AMERICAN PAVING, INC. | | 8 FORREST AVE.<br>GLEN COVE NY 11542 | 05/24/2024 | 05/24/2029 |
| DOL | NYC | *****8017 | AMIN ELECTRICAL CORP. | | 97-23 218TH STREET<br>QUEENS VILLAGE NY 11429 | 12/04/2025 | 12/04/2030 |
| DOL | DOL | | ANGELO STANCO | | 8 FOREST AVE.<br>GLEN COVE NY 11542 | 05/24/2024 | 05/24/2029 |
| DOL | DOL | | ANGELO TONDO | | 449 WEST MOMBSHA ROAD<br>MONROE NY 10950 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | *****4231 | ANKER'S ELECTRIC SERVICE, INC. | | 10 SOUTH 5TH ST<br>LOCUST VALLEY NY 11560 | 09/26/2022 | 09/26/2027 |
| DOL | DOL | | ANTHONY CASALE | | 20 HEATHER RIDGE ROAD<br>TROY NY 12180 | 05/20/2025 | 05/20/2030 |
| DOL | DOL | | ANTHONY MONGELLI | | PO BOX 2064<br>MONROE NY 10950 | 02/12/2024 | 02/12/2029 |
| DOL | DOL | *****8421 | B & B DRYWALL, INC | | 206 WARREN AVE<br>APT 1WHITE PLAINS NY 10603 | 12/14/2021 | 12/14/2026 |
| DOL | DOL | *****3932 | B ROC CONSTRUCTION INC | | 7307 WOODSIDE ROAD<br>VICTOR NY 14564 | 05/06/2025 | 05/06/2030 |
| DOL | DA | *****2404 | BJA RENOVATION, CORP | | 33 DOLLARD DR<br>NORTH BABYLON NY 11703 | 03/19/2025 | 03/19/2030 |
| DOL | DOL | *****5078 | BLACK RIVER TREE REMOVAL, LLC | | 29807 ANDREWS ROAD<br>BLACK RIVER NY 13032 | 10/17/2023 | 10/17/2028 |
| DOL | DOL | | C.M.C CONTRACTORS, INC. | | 500 WEST PUTNAM AVE<br>SUITE 400GREENWICH CT 06830 | 09/03/2025 | 09/03/2030 |
| DOL | DOL | | CARLOS F. ESCOBAR | | 411 THEODORE FREMD AVE<br>SUITE 206RYE NY 10580 | 09/03/2025 | 09/03/2030 |
| DOL | DOL | | CARLOS FIGUEROA | | 411 THEODORE FREMND AVE<br>SUITE 206RYE NY 10580 | 09/03/2025 | 09/03/2030 |
| DOL | DOL | *****4155 | CASA BUILDERS, INC. | FRIEDLANDER CONSTRUCTION | 64 N PUTT CONNERS ROAD<br>NEW PALTZ NY 12561 | 05/10/2023 | 05/10/2028 |
| DOL | AG | *****7247 | CENTURY CONCRETE CORP | | 2375 RAYNOR ST<br>RONKONKOMA NY 11779 | 08/04/2021 | 08/04/2026 |
| DOL | DOL | | CESAREO TULA | | 120 SEARS AVE<br>ELMSFORD NY 10523 | 09/26/2025 | 09/26/2030 |
| DOL | DOL | *****2292 | CHAMPION MAINTENANCE CONTRACTORS, INC. | | 211 SOUTH RIDGE STREET<br>RYE BROOK NY 10573 | 09/03/2025 | 09/03/2030 |
| DOL | NYC | *****2117 | CHARAN ELECTRICAL ENTERPRISES | | 9-11 40TH AVENUE<br>LONG ISLAND CITY NY 11101 | 09/26/2023 | 09/26/2028 |
| DOL | DOL | | CHARLES CASALE | | 55 MAIN AVENUE<br>WYNANTSKILL NY 12198 | 05/20/2025 | 05/20/2030 |
| DOL | DOL | | CHARLES CASALE | | 55 MAIN AVENUE<br>WYNANTSKILL NY 12198 | 05/20/2025 | 05/20/2030 |
| DOL | DOL | | CHRISTOPHER PEROSI | | 5507 NESCONSET HIGHWAY<br>MT. SINAI NY 11766 | 07/17/2025 | 07/17/2030 |
| DOL | DOL | *****2281 | CORRAO TRUCKING, INC. | | PO BOX 393<br>NANUET NY 10954 | 09/17/2024 | 09/17/2029 |
| DOL | DOL | | CRAIG JOHANSEN | | 10 SOUTH 5TH ST<br>LOCUST VALLEY NY 11560 | 09/26/2022 | 09/26/2027 |
| DOL | DOL | *****7619 | DANCO CONSTRUCTION UNLIMITED INC. | | 485 RAFT AVENUE<br>HOLBROOK NY 11741 | 10/19/2021 | 10/19/2026 |
| DOL | DOL | | DANIEL DELISA | | 211 SOUTH RIDGE STREET<br>RYE BROOK NY 10573 | 09/03/2025 | 09/03/2030 |
| DOL | DOL | | DANIEL LOHAN | | 6836 N. LEXINGTON LANE<br>NILES IL 60714 | 05/28/2026 | 05/28/2031 |
| DOL | DOL | | DANIEL ROBERT MCNALLY | | 7 GREENFIELD DRIVE<br>WARWICK NY 10990 | 03/25/2022 | 03/25/2027 |
| DOL | DOL | | DARWIN PEGUESE | | 6400 BALTIMORE NATIONAL<br>SUITE 602CANTONSVILLE NY 21228 | 10/24/2024 | 10/24/2029 |
| DOL | DOL | | DAVID FRIEDLANDER | | 64 NORTH PUTT CORNERS RD<br>NEW PALTZ NY 12561 | 05/10/2023 | 05/10/2028 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DOL | DOL | | DENISE NAGLE | | 36 OAKWOOD TRAIL S AL<br>MONROE NY 10950 | 10/29/2025 | 10/29/2030 |
| DOL | DOL | | DINA TAYLOR | | 64 N PUTT CONNERS RD<br>NEW PALTZ NY 12561 | 05/10/2023 | 05/10/2028 |
| DOL | AG | | EDWIN HUTZLER | | 23 NORTH HOWELLS RD<br>BELLPORT NY 11713 | 08/04/2021 | 08/04/2026 |
| DOL | DA | | EDWIN HUTZLER | | 2375 RAYNOR STREET<br>RONKONKOMA NY 11779 | 08/04/2021 | 08/04/2026 |
| DOL | DOL | *****2337 | EGL DRAINAGE SOLUTION & REPAIRS LLC | | 5507 NESCONSET HIGHWAY<br>MT. SINAI NY 11766 | 07/17/2025 | 07/17/2030 |
| DOL | DOL | *****0780 | EMES HEATING & PLUMBING CONTR | | 5 EMES LANE<br>MONSEY NY 10952 | 01/20/2002 | 01/20/3002 |
| DOL | DOL | | EMIL KISZKO | | 84 DIAMOND ST<br>BROOKLYN NY 11222 | 07/18/2024 | 07/18/2029 |
| DOL | DOL | *****3298 | EMJACK CONSTRUCTION CORP. | | 84 DIAMOND ST<br>BROOKLYN NY 11222 | 07/18/2024 | 07/18/2029 |
| DOL | DOL | *****3298 | EMJACK CONSTRUCTION LLC | | 4192 SIR ANDREW CIRCLE<br>DOYLESTOWN PA 18902 | 07/18/2024 | 07/18/2029 |
| DOL | NYC | | ENRICO MANETTA | | 101 MALBA DR.<br>WHITESTONE NY 11357 | 04/01/2026 | 04/01/2031 |
| DOL | DOL | | EUGENIUSZ "GINO" KUCHAR | | 195 KINGSLAND AVE<br>BROOKLYN NY 11222 | 12/22/2023 | 12/22/2028 |
| DOL | DA | | FREDERICK HUTZLER | | 2375 RAYNOR STREET<br>RONKONKOMA NY 11779 | 08/04/2021 | 08/04/2026 |
| DOL | DOL | *****2998 | G.E.M. AMERICAN CONSTRUCTION CORP. | | 195 KINGSLAND AVE<br>BROOKLYN NY 11222 | 12/22/2023 | 12/22/2028 |
| DOL | DA | | GEORGE LUCEY | | 150 KINGS STREET<br>BROOKLYN NY 11231 | 01/19/1998 | 01/19/2998 |
| DOL | NYC | | GHANSHYAM AMIN | | 97-23 218TH STREET<br>QUEENS VILLAGE NY 11429 | 12/04/2025 | 12/04/2030 |
| DOL | DA | | GIOVANNA TRAVALJA | | 3735 9TH ST<br>LONG ISLAND CITY NY 11101 | 01/05/2023 | 01/05/2028 |
| DOL | DA | | GIOVANNI NAPOLITANO | | 2501 BAYVIEW AVENUE<br>WANTAGH NY 11793 | 02/21/2024 | 02/21/2029 |
| DOL | DA | *****0213 | GORILLA CONTRACTING GROUP, LLC | | 505 MANHATTAN AVE<br>WEST BABYLON NY 11704 | 10/05/2023 | 10/05/2028 |
| DOL | DA | *****4760 | GTX CONSTRUCTION ASSOCIATES, CORP | | 2501 BAYVIEW AVE<br>WANTAGH NY 11793 | 02/21/2024 | 02/21/2029 |
| DOL | DOL | | HENRY WICKE A/K/A HENRY WICKE, JR. | | 36 OAKWOOD TRAIL S AL<br>MONROE NY 10950 | 10/29/2025 | 10/29/2030 |
| DOL | DOL | | HERBERT CLEMEN | | 42 FOWLER AVENUE<br>CORTLAND MANOR NY 10567 | 01/24/2023 | 01/24/2028 |
| DOL | DOL | | HERBERT CLEMEN | | 42 FOWLER AVENUE<br>CORTLAND MANOR NY 10567 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****6961 | HUNTER ELEVATOR COMPANY, INC. | | 36 OAKWOOD TRAIL S AL<br>MONROE NY 10950 | 10/29/2025 | 10/29/2030 |
| DOL | DOL | *****2397 | ISLAND BREEZE MARINE, INC. | | 6400 BALTIMORE NATIONAL<br>CANTONSVILLE MD 21228 | 10/24/2024 | 10/24/2029 |
| DOL | DOL | *****5010 | J. LINDSLEY ENTERPRISE, LLC | | 1002 STATE ROUTE 176<br>FULTON NY 13069 | 07/30/2025 | 07/30/2030 |
| DOL | DOL | *****0241 | J. LINDSLEY ROOFING, LLC | | 211 NORTH 2ND STREET<br>FULTON NY 13069 | 07/30/2025 | 07/30/2030 |
| DOL | DOL | | J.M.J CONSTRUCTION | | 151 OSTRANDER AVENUE<br>SYRACUSE NY 13205 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | J.R. NELSON CONSTRUCTION | | 531 THIRD STREET<br>ALBANY NY 12206 | 11/07/2023 | 11/07/2028 |
| DOL | DOL | | J.R. NELSON CONSTRUCTION | | 531 THIRD STREET<br>ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | | J.R. NELSON CONSTRUCTION | | 531 THIRD STREET<br>ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | | J.R. NELSON, LLC | | 531 THIRD STREET<br>ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | | J.R. NELSON, LLC | | 531 THIRD STREET<br>ALBANY NY 12206 | 11/07/2023 | 11/07/2028 |
| DOL | DOL | | J.R. NELSON, LLC | | 531 THIRD STREET<br>ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | | J.R.N COMPANIES, LLC | | 531 THIRD STREET<br>ALBANY NY 12206 | 12/12/2022 | 12/12/2027 |
| DOL | DOL | | J.R.N COMPANIES, LLC | | 531 THIRD STREET<br>ALBANY NY 12206 | 11/07/2023 | 11/07/2028 |
| DOL | DOL | | J.R.N COMPANIES, LLC | | 531 THIRD STREET<br>ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****1147 | J.R.N. CONSTRUCTION, LLC | | 531 THIRD ST<br>ALBANY NY 12206 | 11/07/2023 | 11/07/2028 |

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|---|---|---|---|---|---|---|---|
| DOL | DOL | *****1147 | J.R.N. CONSTRUCTION, LLC | | 531 THIRD ST<br>ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | *****1147 | J.R.N. CONSTRUCTION, LLC | | 531 THIRD ST<br>ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | | JAMES J. BAKER | | 7901 GEE ROAD<br>CANASTOTA NY 13032 | 08/17/2021 | 08/17/2026 |
| DOL | DOL | | JAMES LINDSLEY | | 211 NORTH 2ND STREET<br>FULTON NY 13069 | 07/30/2025 | 07/30/2030 |
| DOL | DOL | | JASON P. RACE | | 3469 STATE RT. 69<br>PERISH NY 13131 | 09/29/2021 | 09/29/2026 |
| DOL | DOL | | JASON P. RACE | | 3469 STATE RT. 69<br>PERISH NY 13131 | 02/09/2022 | 02/09/2027 |
| DOL | DOL | | JASON P. RACE | | 3469 STATE RT. 69<br>PERISH NY 13131 | 11/15/2022 | 11/15/2027 |
| DOL | DOL | | JASON P. RACE | | 3469 STATE RT. 69<br>PERISH NY 13131 | 03/01/2022 | 03/01/2027 |
| DOL | DOL | *****7993 | JBS DIRT, INC. | | 7901 GEE ROAD<br>CANASTOTA NY 13032 | 08/17/2021 | 08/17/2026 |
| DOL | DOL | *****2435 | JEFFEL D. JOHNSON | JMJ7 AND SON | 5553 CAIRNSTRAIL<br>CLAY NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION | | C2 EVERGREEN CIRCLE<br>LIVERPOOL NY 13090 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | *****2435 | JEFFREY M. JOHNSON | JMJ7 AND SON | 5553 CAIRNS TRAIL<br>CLAY NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JENNIFER LINDSLEY | | 211 NORTH 2ND STREET<br>FULTON NY 13069 | 07/30/2025 | 07/30/2030 |
| DOL | DOL | | JERRY DASTON | | 36 OAKWOOD TRAIL S AL<br>MONROE NY 10950 | 10/29/2025 | 10/29/2030 |
| DOL | DOL | | JMJ7 & SON CONSTRUCTION, LLC | | 5553 CAIRNS TRAIL<br>LIVERPOOL NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JMJ7 AND SONS CONTRACTORS | | 5553 CAIRNS TRAIL<br>CLAY NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JMJ7 CONTRACTORS | | 7014 13TH AVENUE<br>BROOKLYN NY 11228 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JMJ7 CONTRACTORS AND SONS | | 5553 CAIRNS TRAIL<br>CLAY NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JMJ7 CONTRACTORS, LLC | | 5553 CAIRNS TRAIL<br>CLAY NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JOHN NAGLE A/K/A JOHN NAGLE, JR. | | 36 OAKWOOD TRAIL S AL<br>MONROE NY 10950 | 10/29/2025 | 10/29/2030 |
| DOL | DOL | | JONATHAN DELISA | | 411 THEODORE FREMND AVE<br>SUITE 206RYE NY 10580 | 09/03/2025 | 09/03/2030 |
| DOL | DOL | | JORGE FIGUEROA | | 411 THEODORE FRMND AVE<br>SUITE 206RYE NY 10580 | 09/03/2025 | 09/03/2030 |
| DOL | DA | | JOSEPH DEMASCO | | 33 DOLLARD DRIVE<br>NORTH BABYLON NY 11703 | 01/30/2026 | 01/30/2031 |
| DOL | DA | | JOSEPH DEMASCO | | 33 DOLLARD DRIVE<br>NORTH BABYLON NY 11703 | 03/19/2025 | 03/19/2030 |
| DOL | DOL | | JOSEPH HALL | | 937 US ROUTE 11<br>CENTRAL SQUARE NY 13036 | 10/21/2024 | 10/21/2029 |
| DOL | DOL | *****2271 | JOSEPH HALL COMPANIES LLC | | 937 US ROUTE 11<br>CENTRAL SQUARE NY 13036 | 10/21/2024 | 10/21/2029 |
| DOL | DOL | | JOSEPH K. SALERNO | | 1010 TILDEN AVE<br>UTICA NY 13501 | 07/24/2023 | 07/24/2028 |
| DOL | DOL | | JOSEPH K. SALERNO II | | 1010 TILDEN AVE<br>UTICA NY 13501 | 07/24/2023 | 07/24/2028 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A RACE PAINTING | | 3469 STATE RT. 69<br>PERISH NY 13131 | 02/09/2022 | 02/09/2027 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A RACE PAINTING | | 3469 STATE RT. 69<br>PERISH NY 13131 | 11/15/2022 | 11/15/2027 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A RACE PAINTING | | 3469 STATE RT. 69<br>PERISH NY 13131 | 09/29/2021 | 09/29/2026 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A RACE PAINTING | | 3469 STATE RT. 69<br>PERISH NY 13131 | 03/01/2022 | 03/01/2027 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A RACE PAINTING | | 3469 STATE RT. 69<br>PERISH NY 13131 | 03/01/2022 | 03/01/2027 |
| DOL | DOL | | JRN CONSTRUCTION CO, LLC | | 1024 BROADWAY<br>ALBANY NY 12204 | 11/07/2023 | 11/07/2028 |
| DOL | DOL | *****1147 | JRN CONSTRUCTION, LLC | | 531 THIRD STREET<br>ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****1147 | JRN CONSTRUCTION, LLC | | 531 THIRD STREET<br>ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | *****1147 | JRN CONSTRUCTION, LLC | | 531 THIRD STREET<br>ALBANY NY 12206 | 11/07/2023 | 11/07/2028 |

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|---|---|---|---|---|---|---|---|
| DOL | DOL | | JRN PAVING, LLC | | 531 THIRD STREET<br>ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | | JRN PAVING, LLC | | 531 THIRD STREET<br>ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | | JRN PAVING, LLC | | 531 THIRD STREET<br>ALBANY NY 12206 | 11/07/2023 | 11/07/2028 |
| DOL | DOL | | JULIUS AND GITA BEHREND | | 5 EMES LANE<br>MONSEY NY 10952 | 11/20/2002 | 11/20/3002 |
| DOL | DOL | | KEAN INDUSTRIES, LLC | | 2345 RT. 52<br>SUITE 2NHOPEWELL<br>JUNCTION NY 12533 | 12/18/2023 | 12/18/2028 |
| DOL | DOL | | KEVIN FUNEZ URBINA A/K/A<br>KEVIN FUNEZ | | 1009 LYNDALE AVE<br>TRENTON NJ 08629 | 12/16/2024 | 12/16/2029 |
| DOL | DOL | | KIMBERLY F. BAKER | | 7901 GEE ROAD<br>CANASTOTA NY 13032 | 08/17/2021 | 08/17/2026 |
| DOL | DOL | *****8760 | KJ&J CONSTRUCTION, LLC | | 1009 LYNDALE AVE<br>TRENTON NJ 08629 | 12/16/2024 | 12/16/2029 |
| DOL | DOL | | KMA GROUP II, INC. | | 29-10 38TH AVENUE<br>LONG ISLAND CITY NY 11101 | 10/11/2023 | 10/11/2028 |
| DOL | DOL | *****1833 | KMA GROUP INC. | | 29-10 38TH AVENUE<br>LONG ISLAND CITY NY 11101 | 10/11/2023 | 10/11/2028 |
| DOL | DOL | | KMA INSULATION, INC. | | 29-10 38TH AVENUE<br>LONG ISLAND CITY NY 11101 | 10/11/2023 | 10/11/2028 |
| DOL | DOL | | KRIN HEINEMANN | | 2345 ROUTE 52, SUITE 2N<br>HOPEWELL JUNCTION NY<br>12533 | 12/18/2023 | 12/18/2028 |
| DOL | NYC | | KULWANT S. DEOL | | 9-11 40TH AVENUE<br>LONG ISLAND CITY NY 11101 | 09/26/2023 | 09/26/2028 |
| DOL | DA | *****8816 | LAKE CONSTRUCTION AND<br>DEVELOPMENT<br>CORPORATION | | 150 KINGS STREET<br>BROOKLYN NY 11231 | 08/19/1998 | 08/19/2998 |
| DOL | DOL | | LEROY E. NELSON JR | | 531 THIRD ST<br>ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | | LEROY E. NELSON JR | | 531 THIRD ST<br>ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | | LEROY E. NELSON JR | | 531 THIRD ST<br>ALBANY NY 12206 | 11/07/2023 | 11/07/2028 |
| DOL | DOL | *****3716 | LIGHTNIN ELECTRIC INC. | | 3418 NORTHERN BLVD<br>SUITE 5-27LONG ISLAND CITY<br>NY 11101 | 12/13/2024 | 12/13/2029 |
| DOL | AG | *****3291 | LINTECH ELECTRIC, INC. | | 3006 TILDEN AVE<br>BROOKLYN NY 11226 | 02/16/2022 | 02/16/2027 |
| DOL | DOL | | LIZETTE PONCE | | 411 THEODORE FREMND AVE<br>SUITE 206RYE NY 10580 | 09/03/2025 | 09/03/2030 |
| DOL | NYC | *****7516 | MANCO ENTERPRISES OF NY,<br>INC. | | 44-17 54TH DR.<br>MASPETH NY 11378 | 04/01/2026 | 04/01/2031 |
| DOL | NYC | *****1783 | MANETTA ENTERPISES, INC.<br>D/B/A MANETTA INDUSTRIES | | 44-17 54TH DR.<br>MASPETH NY 11378 | 04/01/2026 | 04/01/2031 |
| DOL | DA | | MANUEL P TOBIO | | 150 KINGS STREET<br>BROOKLYN NY 14444 | 08/19/1998 | 08/19/2998 |
| DOL | DA | | MANUEL TOBIO | | 150 KINGS STREET<br>BROOKLYN NY 11231 | 08/19/1998 | 08/19/2998 |
| DOL | DOL | *****1320 | MJC MASON CONTRACTING,<br>INC. | | 42 FOWLER AVENUE<br>CORTLAND MANOR NY 10567 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****1320 | MJC MASON CONTRACTING,<br>INC. | | 42 FOWLER AVENUE<br>CORTLAND MANOR NY 10567 | 01/24/2023 | 01/24/2028 |
| DOL | DOL | | MOHAMMAD MIAN | | 8269 21ST ST<br>BELLEROSE NY 11426 | 12/22/2022 | 12/22/2027 |
| DOL | NYC | | NASEER CHAUDHRY | | 2349 BRAGG STREET<br>BROOKLYN NY 11229 | 04/22/2025 | 04/22/2030 |
| DOL | DOL | *****7790 | NATIONAL BUILDING &<br>RESTORATION CORP | | 1010 TILDEN AVE<br>UTICA NY 13501 | 07/24/2023 | 07/24/2028 |
| DOL | DOL | *****1797 | NATIONAL CONSTRUCTION<br>SERVICES, INC | | 1010 TILDEN AVE<br>UTICA NY 13501 | 07/24/2023 | 07/24/2028 |
| DOL | NYC | | NAVIT SINGH | | 402 JERICHO TURNPIKE<br>NEW HYDE PARK NY 11040 | 08/10/2022 | 08/10/2027 |
| DOL | DOL | | NELCO CONTRACTING, LLC | | 1024 BROADWAY<br>ALBANY NY 12204 | 11/07/2023 | 11/07/2028 |
| DOL | DA | | NICHOLAS BARNETT | | 33 DOLLARD DR<br>BABYLON NY 11703 | 03/04/2025 | 03/04/2030 |
| DOL | DOL | | NICHOLAS RAO | | 411 THEODORE FREMND AVE<br>SUITE 206RYE NY 10580 | 09/03/2025 | 09/03/2030 |
| DOL | DA | | NICHOLAS T. ANALITIS | | 505 MANHATTAN AVE<br>WEST BABYLON NY 11704 | 10/05/2023 | 10/05/2028 |

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|---|---|---|---|---|---|---|---|
| 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 |
| DOL | DOL | | NIKOLA NTONI | | 3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101 | 12/13/2024 | 12/13/2029 |
| DOL | NYC | *****6971 | NN CONSTRUCTION, INC. | | 2349 BRAGG STREET BROOKLYN NY 11229 | 04/22/2025 | 04/22/2030 |
| 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 | *****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 | *****2041 | QUALITY STEEL ERECTORS INC. | | 6836 N. LEXINGTON LANE NILES IL 60714 | 05/28/2026 | 05/28/2031 |
| DOL | DOL | *****4772 | R.W. LOBDELL CONSTRUCTION LLC | | 635 WEST DRYDEN ROAD FREEVILLE NY 13068 | 01/31/2025 | 01/31/2030 |
| DOL | DOL | *****2633 | RAW POWER ELECTRIC CORP. | | 3 PARK CIRCLE MIDDLETOWN NY 10940 | 07/11/2022 | 07/11/2027 |
| 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 | | ROSA GARCIA | | 411 THEODORE FRMND AVE SUITE 206RYE NY 10580 | 09/03/2025 | 09/03/2030 |
| DOL | DOL | *****7172 | RZ & AL INC. | | 198 RIDGE AVENUE VALLEY STREAM NY 11581 | 06/06/2022 | 06/06/2027 |
| DOL | DA | *****0476 | SAMCO ELECTRIC CORP. | | 3735 9TH ST LONG ISLAND CITY NY 11101 | 01/05/2023 | 01/05/2028 |
| DOL | DA | | SILVANO TRAVALJA | | 3735 9TH ST LONG ISLAND CITY NY 11101 | 01/05/2023 | 01/05/2028 |
| 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 |
| DOL | DOL | | STEVEN DELISA | | 411 THEODORE FREMND AVE SUITE 206RYE NY 10580 | 09/03/2025 | 09/03/2030 |
| 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 | *****4855 | TECH INDUSTRIES LLC | | 20 HEATHER RIDGE ROAD TROY NY 12180 | 05/20/2025 | 05/20/2030 |
| DOL | DOL | *****2426 | THE MATRUKH GROUP, INC. | | 4307 28TH AVE PO BOX 9082ASTORIA NY 11103 | 10/11/2024 | 10/11/2029 |
| DOL | DOL | | THOMAS LOBDELL | | 635 WEST DRYDEN ROAD FREEVILLE NY 13068 | 01/31/2025 | 01/31/2030 |
| 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 |

## NYSDOL Bureau of Public Work Debarment List 07/20/2026

## Article 8

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DOL | DOL | *****8485 | TULA PLUMBING AND HEATING LLC | | 120 SEARS AVE ELMSFORD NY 10523 | 09/26/2025 | 09/26/2030 |
| DOL | DOL | *****8210 | UPSTATE CONCRETE & MASONRY CONTRACTING CO INC | | 449 WEST MOMBSHA ROAD MONROE NY 10950 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | | VINCENT CORRAO | | PO BOX 393 NANUET NY 10954 | 09/17/2024 | 09/17/2029 |
| DOL | DOL | | WILLIAM A BELL | | 7307 WOODSIDE ROAD VICTOR NY 14564 | 05/06/2025 | 05/06/2030 |
| 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 SCRIVENS | | 4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902 | 07/18/2024 | 07/18/2029 |
| DOL | DOL | *****9494 | WND CONSTRUCTION LLC | | 411 THEODORE FREMD AVENUE SUITE 206RYE NY 10580 | 09/03/2025 | 09/03/2030 |
| DOL | DOL | | XENOFON EFTHIMIADIS | | 29-10 38TH AVENUE LONG ISLAND CITY NY 11101 | 10/11/2023 | 10/11/2028 |

# 10000 General Requirements

## 010000 General Requirements Reference Documents bound after 017900

1. Construction Fire Safety Weekly Review form
2. Statement of Special Inspections forms
3. Submittal Log
4. Cornell General Requirements

### 01 11 00 Description of Work (Section A)

1. Work to be Done
    a. The Work to be done under the Contract, in accordance with the Contract Documents, consists of performing, installing, furnishing and supplying all materials, equipment, labor and incidentals necessary or convenient for the construction of SUCF Project No 161026-00 titled Cornell University College of Agriculture and Life Sciences, Renovate Plant Science Building – Phase 2.
    b. and carrying out all of the duties and obligations imposed upon the Contractor by the Contract Documents.
    c. The main features of the Work shall include, but not be limited to the following:
2. General Scope: renovate building interior, exterior, systems, and selected site scope, except for recently renovated spaces and associated systems, and finished landscaping excluded from the scope.
3. The main features of the work shall include, but not be limited to the following:

    a. Protect recently-renovated building program elements:

        1) Work completed by Phase 1 renovations;
        2) Second floor auditorium (Phase 2 Scope: electrical panel feed, AHU replacement, fire alarm work, telecommunications, and related work);
        3) Ground and first floor teaching labs G09 and 102 (Phase 2 Scope: new fire alarm);
        4) First floor loading dock (Phase 2 Scope: new fire alarm, sprinkler piping, and related work);
        5) 3rd floor research laboratories and associated corridor and lobby link to Emerson Hall (Phase 2 Scope: new fire alarm, fire sprinkler, RODI branches, and related work).

    b. Infill existing shafts and penetrations at floor slabs to achieve two-hour floor ratings. Maintain and complete two-hour rated separations at existing buildings and specified fire separations between Phase 1 and 2 renovation areas.

    c. Mitigate hazardous materials and selectively remove partitions, systems and existing finishes required for the renovation work. Selective demolition and hazardous material remediation are expected to be accomplished concurrently.

    d. Following demolition, level floors in preparation for new partitions and finishes.

    e. Provide fire-rated separations as required by New York State Building Code for “University Lab Suites” and “Control Areas”.

f. Replace windows; window installation from both inside and outside the building exterior is expected. Replace roof coverings and insulation.

g. Masonry restorations and building structural reinforcements.

h. Interior renovations and insulation.

i. Site: Selective renovations and general mitigation.

1) Site lighting installation and related electrical and landscape work.
3) Sitework to prepare site for finish landscape work to be accomplished by Cornell University as a separate, related project.

i. Furnishings and Equipment:

1) New furnishings and Campus-furnished and installed equipment per SUCF and Cornell requirements.
2) Signage and Identity Displays: furnished by Campus and installed by Contractor.

5. LEED and Sustainability Requirements: Compliance with the following requirements and standards, as incorporated into the Construction Documents:

a. The work will be performed to comply with the U.S. Green Build Council's Leadership in Energy Efficient Design (LEED) v4.1 requirements and procedures to obtain a minimum LEED Gold rating, in compliance with Cornell standards.

b. The design and construction work shall satisfy requirements of SUCF Directive 1B-2 – Deep Energy Retrofits.

c. The design and construction work shall satisfy requirements of Cornell University Design Standards including 018000 Standard Practice – Building Envelope Commissioning, 018110 Green Building Guidelines, 018130 Energy Modeling Guidelines, as indicated in the appended Cornell General Requirements.

d. The design and construction as incorporated shall meet the intentions of the Cornell Climate Action Plan.

4. Work Not Included:
   a. Work Not Included: Work not included in the work of the Contract are exceptions as indicated in paragraph 2. above, items indicated within the work area of Phase 2, those items marked "N.I.C"; movable furnishings, except those specifically specified or indicated on the Drawings; and items marked "by others".

## 01 11 13 Coordination with Other Contracts

1. None, see 01 00 00 Cornell University General Requirements for identification of work being coordinated with Campus forces.

## 01 18 13 Utility Shutdowns and Cutovers

1. Except as otherwise expressly provided in the Contract Documents, the Contractor shall be responsible for submitting to the Consultant and the Fund, for their approval, a proposed schedule of all utility shutdowns and cutovers of all types which will be required to complete the Project; said schedule should contain a minimum of eight (8) weeks' advance notice prior to the

time of the proposed shutdown and cutover. The Project campus is in full operation 12 months of the year, and shutdowns and cutovers, depending upon their type, generally must be scheduled on weekends, at night, or during holiday periods. The Contract consideration is deemed to include all necessary overtime and all premium time, if any, that is required by the Contractor to complete the shutdowns or cutovers.

2. In the event the Contractor shall disrupt any existing services, the Contractor shall immediately make temporary connection to place such service back into operation and maintain the temporary connection until the Contractor makes the permanent connection. All Work must be acceptable to the Consultant and the Fund.

## 01 21 43 Time Allowances

1. Time Delay Allowance: In addition to the requirements of Article III of the Agreement, the base bid Contract duration to perform the Work specified in the proposal shall include not less than fifteen (15) consecutive and/or non-consecutive eight hour working days in the Time Progress Schedule for Delays that are of no fault of the Contractor or any of its subcontractors or suppliers or caused by events or conditions that could not be reasonably anticipated. Provide notice of Delay per Section 3.04 and request use of this time allowance. When approved by Consultant, the time allowance is expended for each workday that the contractor is unable to work and all Delay time used is tracked in the Time Progress Schedule. After this base bid time allowance for Delay is expended, comply with the requirements of Article III for any additional Delays.

## 01 23 00 Alternates (Section B)

a. None.

## 01 26 13 Requests for Information

1. In the event that the Contractor determines that some portion of the Drawings and Project Manual for the project requires clarification or interpretation by the Consultant per Sections 2.01 and/or 2.08 of the Agreement, the Contractor shall submit a Request for Information (RFI) in writing to the Consultant. The Contractor shall create an RFI log in a format approved by the Consultant. Submit the RFI log to the consultant prior to each periodic Field Meeting. Update the RFI log to reflect comments received at the Field Meetings. The Contractor shall define the issue that requires clarification or interpretation in clear and concise language as follows:
   a. The Contractor shall customize RFI forms and logs for this project and submit them to the Consultant for review and approval prior to submission of any RFIs.
   b. Forms should include provisions for the Consultant's response, Contractor acceptance of response or rephrasing of question, and the Consultant's additional response if requested.
   c. Forms should include provisions for locating the issue within the building, by room number, name and nearest columns.

d. RFIs shall confirm that reasonable locations for the information required have been reviewed and document those locations by specific references to the Drawings and Project Manual on the RFI.
e. The Contractor shall review the RFI for systemic or global implications, including review of other pending RFIs and work of other phases, so that the final RFI submitted represents a reasonable consolidation of similar requests.
f. The Contractor shall coordinate and review the RFIs originating from its trades, subcontractors, suppliers, manufacturers, etc. for compliance with this process, including polling them and meeting with them onsite to review the issue prior to its submission as an RFI. The Consultant may attend such meetings.
g. Contractor to coordinate response from Consultant with subcontractors.
h. The RFI shall contain a description of what the Contractor believes to be the intent of the design documents, with due regard to Section 1.06 of the Agreement, along with reasons why the RFI is required.
i. RFIs shall only be submitted on the approved forms.
j. RFIs that do not comply with the above requirements will be returned to the Contractor for revision and resubmission.

2. The Consultant will review all RFIs to determine whether they are RFIs within the meaning of this term as defined above. If the Consultant determines that the document submitted is not an RFI, it will be returned to the Contractor un-reviewed as to content, for resubmission in the proper manner and it will be removed from the RFI log.
3. The Consultant will respond to all RFIs within 10 business days of its receipt, unless the Consultant determines that a longer time is required for an adequate, coordinated response. If the longer response time is deemed necessary, the Consultant will notify the Contractor of that necessity and indicate when the response will be completed within 10 business days of its original receipt.
4. Based on projects of similar complexity, it is anticipated that there may be up to 1,000 RFIs on this project and that multiple responses may be required to adequately answer each RFI.
5. Responses to RFIs shall not change any requirements of the documents.

## 01 26 43 Amendments (Section E)

1. Amend the Agreement as follows:

In Article I, Section 1.12, Notices, after the "The State University Construction Fund" in the line starting with Name, insert "John Campbell"; in the line starting with Title, insert "Associate Project Coordinator"; in the line starting with Address, insert "H. Carl McCall SUNY Building, 353 Broadway, Albany New York 12246"; and in the line starting with Telephone Number, insert "518-320-1815" and in the line starting with E-mail address, insert "john.campbell@suny.edu".

2. Amend the Agreement as follows:

In Article II, Section 2.06, add the following:

***(4)*** *In addition to the superintendent required by 2.06(1) and (2), provide a full-time Project Manager who has ten (10) years' experience as a Project Manager with experience on three (3) other projects of similar size and scope. "Full-time" in the previous sentence is defined as being on the site of the Work at any time Work is being performed unless an absence is approved by the Consultant and the Fund. The Project Manager shall provide constant personal attention in*

*managing the prosecution of all the Work while it is in progress and shall respond to concerns expressed by the Consultant and the Fund in a responsible and reliable manner. The Project Manager shall not be obligated to perform any other Work that is likely to impair his/her attention to the prosecution and completion of the Work of this Contract. The Project Manager shall be acceptable to the Consultant and the Fund and shall not be replaced without written permission of the Consultant and the Fund unless the Project Manager proves to be unsatisfactory to the Contractor or ceases to be in its employ. The value of the Project Manager in the Contract Breakdown required in Section 4.08 of Article IV shall be fixed at $15,000 for each month, or portion thereof, prior to the Substantial Completion date specified on page A-1 of the Agreement.*

3. Amend the AGREEMENT as follows:

In Article II, Section 2.20, paragraph 1(b), 12th line, after the word "Section" ADD the following:

*"except for the single / sole source shown in Specification Sections 14 21 00 – Electric Traction (MRL) Elevators (sole-source elevator communications), 23 09 23 Direct Digital Building Control System (Campus Standard), 23 57 00 Heat Exchangers (Heat Exchanger Plate Repairs), 28 00 00 Electronic Safety and Security (sole-source components), 28 31 11 Digital, Addressable Fire-Alarm System (Campus Standard), where the use of another product is not permitted."*

4. Amend the Agreement as follows

a. In Article VI, Section 6.03, Part (2) Contract Goals, DELETE paragraph (a) in its entirety and replace with the following:

"a. For purposes of this **Contract**, the Fund hereby establishes goals of 12% for Minority-Owned Business Enterprises ("MBE") participation and 8% for Women-Owned Business Enterprises ("WBE") participation **(collectively, "MWBE Contract Goals")**.

i. The 12% goal for Minority-Owned Business Enterprise participation shall be applied as follows: a maximum of one third (1/3) of the goal may be applied to purchases of materials, supplies, and equipment from MBEs.

ii. The 8% goal for Women-Owned Business Enterprise participation shall be applied as follows: a maximum of one third (1/3) of the goal may be applied to purchases of materials, supplies, and equipment from WBEs."

5. Amend the Agreement as follows:

In Article IX, Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance, paragraph (5), change "«SDVOB_goal»%" to "3%"

## 01 29 00 10 Payment to Campus for Utilities

1. Refer to 01 00 00 Cornell University General Conditions for utility provisions.

## 01 31 00 Project Management Procedures

1. The SUCF booklet titled "*Management of Design & Construction Manual*" contains forms, schedules sample documents, communications protocols, procedural requirements for meetings, submittals, reporting, testing, inspection, demonstration, acceptance, payments, changes, turnover, closeout and other administrative requirements. With specific direction from the Fund, the Contractor shall comply with the applicable construction phase requirements in the "*Management of Design & Construction Manual*" during the Work of the Contract. Current versions of the forms are available at the SUCF website:

https://sucf.suny.edu/sites/default/files/docs/ManagementOfDesignConstructionManual_1-2023.pdf

## 01 31 00 10 Single Contract Responsibility

1. The Agreement with the Contractor is for a single Contract to provide all Work shown and specified. Any reference to separate electrical, communications, mechanical, plumbing, etc. contracts, unless clearly designated with another contract number or as "NIC", shall refer to the Contractor. Any reference to "Consultant", "Engineer", "Landscape Consultant", etc. shall be deemed to refer to the Consultant defined in Article 1.01 of the Agreement."

## 01 31 00 20 Sheet-metal Fittings and Ductwork

1. The Contractor's base bid shall include all sheet metal fittings necessary for the routing of the duct systems shown on the Contract drawings for the Project. The straight duct sections shown on the Contract drawings may not provide the required routing to achieve the connections due to coordination with other trades (and existing conditions). The amount of these additional fittings may be up to 35% of the total ductwork shown (by weight) on the project Contract drawings. Fittings include elbows, transitions, offsets, taps, tees, branches, and all non-straight ductwork of all types and configurations; plus related insulations, linings, supports and appurtenances. Additional fittings required by field conditions encountered after the approval of the Coordinated Drawings shall be the sole responsibility of the Contractor and shall be installed at no additional cost to the Fund.

## 01 31 10 Language Requirement

1. All spoken and written communications, submittals, signage, and other media regarding the Project shall be in the English language unless otherwise agreed to by the Fund. If any original documents required for the Project are in any other language, provide an English translation, which shall take precedence in the event of conflict with the original language. When technically feasible, use gender neutral terminology in lieu of gendered.

## 01 31 13 10 Exploratory Demolition

1. Perform exploratory demolition to discover subsurface and other physical conditions that differ substantially from those shown on or described or indicated on the Contract Drawings. Exploratory demolition shall begin upon receipt of the Notice to Proceed and occur in locations selected in coordination with the Consultant. Exploratory demolition includes removal of portions of the building and site construction, improvements, systems, fixtures

and finishes. Perform demolition in a controlled manner so as to not affect Asbestos Containing Materials, Presumed Asbestos Containing Materials, Mechanical, Electrical, Plumbing and other building systems in ceilings, wall cavities, pipe chases and other concealed spaces. Where required to expose existing conditions, perform selective abatement of asbestos and other Work in Divisions 2 through 28 of the technical specifications. Provide access to the Consultant to visually inspect conditions uncovered. As required by Section 2.12 of the Agreement, notify the Consultant of physical conditions discovered during exploratory demolition. Provide temporary barriers and coverings over the uncovered areas. Provide control measures to properly limit the spread of dust, debris, and other materials. Legally dispose of debris generated during the selective exploratory demolition.

2. Exploratory demolition shall be paid for as a Field Order in accordance with Section 4.05A of the Agreement, except for the following work, which is part of the base bid:
   a. Exploratory demolition as required to perform the work of Section 02 81 00 Hazardous Waste Remediation"; Section 02 82 13 "Asbestos Abatement"; and Section 02 83 13 "Lead Remediation"; Section 02 85 13 "Exhaust Duct Remediation"; Section 02 86 13 "Acid Waste Plumbing Remediation"; 02 87 00 "Universal Waste and Fluorescent Lamps".
   b. Exploratory demolition to locate the roof of the tunnel connection to Weill Hall from the exterior of the Plant Science Building to Tower Road, prior to any loading of the tunnel site area with construction equipment.

## 01 31 19 Field Meetings

1. Periodic job meetings will be scheduled by the Consultant during the course of construction. The Contractor, and, upon request of the Consultant or the Fund, its principal subcontractors and manufacturer's representatives, shall attend such meetings and be prepared to furnish answers to questions on progress, workmanship, requests for Information, supplementary information, scope and price for extra work, if any, or any other subject on which the Consultant or the Fund might reasonably require information.

2. In addition to the requirements of Section 3.06 of the Agreement, the Contractor shall submit bi-weekly reports to the Consultant summarizing the last two weeks of Work and next two weeks of Work anticipated, listing the percent of Work complete by trade, tabulating manpower utilized / projected, relevant shop drawing and submittals progress, relevant offsite fabrication progress and providing other information which may be reasonably required to understand the progress of the work.

3. In addition to the above referenced meetings, the Contractor shall schedule and manage periodic coordination meetings at the site between it and all its trades, subcontractors, suppliers, manufacturers, etc. to settle the allotment of Work per Article I, Section 1.07 of the Agreement and to review progress on submittals and shop drawing, progress on installation of the work, conflicts between work of trades, compliance with the design intent, adherence to the Contractor's schedule, quality control, planning for commissioning and training of Campus personnel, and other items which require coordination and sharing of information. Representatives of the Consultant and the Fund may attend these meetings to observe and make comments. These meetings shall be held a minimum of once per month and more frequently where required to effectively coordinate the construction. The Contractor shall prepare and distribute summary minutes of these meetings within 5 working days of the

meeting, in accordance with the "Document Tracking and Change Control Paragraph" of this section. Distribution of the coordination meeting minutes shall be to all attendees with copies to the Fund and Consultant whether they are in attendance or not.

4. The personnel representing the Contractor and its principal subcontractors shall have the authority to make decisions directly affecting the work.

5. In addition to the above meetings, meet to review fire safety periodically during the Work and, starting approximately sixteen weeks prior to the scheduled date of substantial completion, the Contractor's principals, project manager and those of its significant subcontractors shall attend additional weekly meetings with the Owner and its consultant(s) to review the progress on preparing close out deliverables, including those in Sections 01 78 23, Operating Instructions and Manuals, 01 78 36, Warranties and 01 79 00, Training of Campus Personnel.

## 01 31 19 10 Mock ups

1. Progress on the completion of mock ups specified in Divisions 2 through 48 shall be addressed by the Contractor at periodic meetings.

2. Provide a list of mock ups with their dates for installation to begin, installation completion, Consultant review period (which may be up to 15 working days), punch list corrections, and mock up acceptance.

3. For compliance with Section 3.03 of the Agreement, a mock up shall be considered a Sample. Accepted mock ups shall be clearly segregated and marked and remain undisturbed and accessible during the work.

    a. Accepted mock ups are the Sample and the criteria against which the remaining Work shall be judged.
    b. Spaces with interior mockups shall have the scheduled lighting fixtures installed, or the equivalent temporary lighting, as approved by the Consultant, during the review and approval period.
    c. Remove markings when directed by the Consultant.
    d. Promptly record mock up locations on the Record Drawings.
    e. Where the markings have been removed and not record exists as to which surface was the mock up, the Consultant may either select a different surface as the mock up or direct the Contractor to install another one, at no additional cost to the owner.
    f. Unless an accepted mock up is specified to remain in Divisions 2 through 48, demolish and remove mockups when directed by the Consultant.

4. Installation methods, environmental conditions and other contractor employed means and methods for installing the mock up may be observed by the Consultant and shall be employed and maintained in all remaining work. Workers performing the mock up Work shall be employed for installation the remaining work. At any time during the remaining work, if additional workers are employed, they may be requested to demonstrate competency by providing a mock up of their work.

5. In addition to the mock ups that are specified in Divisions 1 through 48, inclusive and for the purposes of determining if workers are suitable and competent in accordance with Section 2.07 of the Agreement, the Consultant may direct the Contractor to have workers provide mock ups to demonstrate their ability to properly perform their Work prior to performing Work that will be part of the completed Project.
6. "In-place" mockups identified in the drawings and specifications may be incorporated into the Work following acceptance; locations are designated in the drawings.
7. Mockups will include, but will not be limited to:
    a. 04 01 20.64 Paragraph 1.5.B: Brick masonry mockup; repointing (in-place), mortar and brick mockup (freestanding)
    b. 04 01 40 Paragraph 1.8F: Stone Restoration
    c. 07 19 00 1.4.B: Water Repellents
    d. 07 26 00 1.5.B: Vapor barriers
    e. 07 27 13 1.9.B and 07 27 26 1.6.G: Air barriers
    f. 07 81 23 1.8.C Intumescent fireproofing
    g. 08 51 13 1.6.E Aluminum windows
    h. 08 80 00 1.8.K Glazing
    i. 092533 Paragraph 1.7.C: In-place mockup of stucco restoration
    j. 09 65 16 1.9.B Resilient sheet flooring
    k. 09 65 17 1.8.B Linoleum flooring
    l. 09 66 23 1.6.H Resinous matrix terrazzo flooring
    m. 09 68 13 1.8.B Tile carpeting
    n. 09 72 00 1.8.B Wall coverings
    o. 09 90 00 1.8.A Painting and coating
    p. 11 53 53 1.3.F Biological Safety Cabinet
    q. 11 53 13 In-place mockups of standard and accessible fume hoods, with service fittings and duct connections (adjustable height for accessible fume hood).
    r. 11 53 53 1.8.E Roller window shades
    s. 12 35 53 In-place mockup of typical lab sink peninsula bench, including vacuum pump (11 53 00) and service fittings

## 01 31 19 33 Pre-Installations Meetings

1. Attend meetings to coordinate the efforts of all concerned parties with construction activities and to demonstrate that adequate preparations for particular construction activities have been completed. These meetings are required for any mobilization, demolition work, excavation, removal of any demolished or excavated material from the site, LEED related work, concrete work, steel erection, waterproofing, roofing, utility shutdowns or taps, commissioning or Campus training related Work and where required within each specific section of the specifications. The meeting should be attended by the following:

    a. Consultant
    b. Construction Fund
    c. Campus
    d. Contractor's Superintendent
    e. Subcontractor's Superintendent / Foreman, as applicable.
    f. Material and/or Equipment Manufacturer's Representatives, as applicable.
2. Agenda: Review and discuss applicable requirements of the Work for the following:

a. Compliance with Contract Documents and related field or change orders
b. Submittals, products, and mock-ups
c. Manufacturer's recommendations
d. Warranty requirements
e. Employment of competent and suitable workers and equipment
f. Deliveries, storage, and handling
g. Possible conflicts and compatibility problems
h. Schedule
i. Weather limitations
j. Compatibility of materials
k. Acceptance of substrates
l. Quality Assurance
m. Testing and inspecting requirements (including Special Inspections)
n. Temporary facilities and controls
o. Space and access limitations
p. Regulations of authorities having jurisdiction
q. Required performance results
r. Protection of completed construction
s. Other factors that may reasonably apply to the work

## 01 31 26 Document Tracking and Change Control

1. The Contractor shall maintain a computerized document and change control system to prepare, monitor status, and electronically file and send all documents and changes associated with, and required for the Project. If this system is different than the system required in Section 01 33 23, Shop Drawings and Samples, customize and configure this system as required to provide optimal coordination with the system required in Section 01 33 23.

2. The Contractor must have a MAPI-compliant e-mail system, such as Microsoft Outlook or Exchange.

3. The Contractor must provide experienced and trained personnel to maintain the document control system per this requirement. If the Consultant or the Fund determines that experienced personnel are not operating the control system, then the Contractor's personnel must attend the minimum training at Contractor's sole expense.

## 01 32 13 Special Project Schedule/Phasing

1. Special project phasing and enabling work is included in the following parts of the work, which each require Campus approval for proposed work schedule, patching of existing finishes to match adjacent:

    a. Early creation of opening indicated between the existing Loading Dock and future public corridor to enable use of the Dock for construction material handling, and temporary protection of the Dock from construction dust, debris, and noise.

    b. Plumbing RODI "microphase" to provide high-purity water to the "Purple" teaching greenhouse" (from basement RODI system via tunnel) and existing third floor research laboratories (from Emerson Hall) before demolition of existing 4$^{th}$ floor RODI system and related piping as indicated. These connections must be operational prior

to demolition, to avoid disruption of RODI to these labs. Review plumbing drawings for this work.

c. Electrical "microphase" to provide a permanent power feed to the existing 2nd floor lecture power panelboard from the main electric room prior to demolition of the existing electric feed. Review electrical drawings for this work

d. Other Systems "micro-phasing" to minimize impacts to building occupied spaces (see respective engineering phasing drawings):
    i. HVAC utility changeovers associated with but not limited to:
        1. Loading Dock Air Handling Unit;
        2. Third Floor occupied bridge labs and offices (30040, 303A through G).
            a. Air Handling Unit – max. one 4-hour shutdown
            b. Chilled Water, Reheat Hot Water and Preheat Hot Water – max. one 2-day shutdown
        3. Lecture Hall 233 (Important schedule note: Lecture Hall HVAC work to proceed immediately upon contract Notice to Proceed and Substantially Complete by the end of November 2027).
            a. Perimeter
            b. Air Handling Unit, Fan Coil Unit, Glycol Hot Water, Chilled Water
            c. Stair tower cabinet heaters
        4. Existing Systems:
            a. Preheat Hot Water
            b. Process Chilled Water
            c. Perimeter Hot Water
    ii. Plumbing systems changeover.
    iii. Fire alarm migrations of existing occupied spaces to new system, and connections to Mann Library and Emerson Hall.
    iv. Fire Protection connections to Phase 1 system.
    v. Communications "micro-phase" to maintain temporary communications to 1st floor Loading Dock area with Purple Greenhouse Teaching Labs and 3rd floor labs to be maintained in operation during construction; work is to be performed by the Campus prior to demolition, and will be maintained and protected during construction by the Contractor.

2. The Contractor shall be permitted to start field-Work subject to the following.

    a. In accordance with Section 2.06 of the Agreement, provide onsite the approved dedicated superintendent who has documented experience on three (3) other projects of similar size and scope where he/she effectively lead and managed crews of the size required to perform the similar work, planned and implemented a similar sequence of Work that minimized the impact to Campus/building occupants and deployed and managed the workers required to meet the schedule and the specified level of quality for the completed similar work.

    b. Demonstrate that all materials required for the complete performance of the proposed field work are on site, inspected, inventoried and deemed readily available for installation of the work.

c. Provide a sequenced, summary list of field activities related to the transfer of the Work areas from the Campus to the contractor and related mobilization activities. Include those related to posting and notification to Campus, erection of temporary signage for code, directional and informational purposes, and other activities required to facilitate the start up of construction activities. Review the list with the Campus and the consultant and modify it to incorporate their comments. Follow the sequence of the approved list during field activities.

d. Submit the Safety Procedures Manual required in Paragraph 01 35 23, "Safety and Protective Facilities," below.

2. In order to assist the Contractor in the planning and scheduling of construction activities, the Contract Documents have diagrams and narratives depicting a preferred sequence for closing off portions of the buildings and Campus and for performing and completing portions of the work. The preferred sequence provides for continuity of Campus operations and describes certain Work necessary for continuity of Campus operations. Provide all sequencing and minor phasing that may not be specifically indicated on the phasing documents but is reasonably inferable from the way the Campus operates. The Contractor may propose alternative construction phasing, provided such phasing satisfies the requirement of continuous Campus operation.

a. The Contractor shall schedule the Work for expeditious completion in accordance with Section 3.01(2) of the Agreement. The proposed schedule must be established in cooperation with the Campus and account for Campus calendar restrictions listed in this section that affect the Contractor's access to the Work areas and construction activities. At each periodic meeting, the Time Progress Schedule required by Section 3.02 of the Agreement shall be reviewed for compliance with phasing requirements. Revise and update the Time Progress Schedule to properly depict the Work required to maintain continuity of Campus operations.

i. First phases of Work shall include appropriate time in the schedule for: (1) understanding Campus operations, training crews, acclimating trades and Campus to sequence and apportionment of activities; (2) additional meetings (up to twice a week during the first twelve weeks after the Notice to Proceed) with the Owner, consultant and the Contractor's principals, project manager and those of its significant subcontractors; (3) re-sequencing activities to recover from start up delays in the progressive operation of interrelated work and (4) other activities commonly associated with the start up of field work.

b. Academic Calendar: The Contractor is advised that the Campus intends to maintain a full institutional program throughout the Project duration. The Campus will make continuous use of adjacent spaces, buildings and site, except where Work is scheduled or specified to occur. All Contract Work must be scheduled and performed without causing unscheduled interruption of the normal institutional activities and processes. The Contractor shall coordinate their work with the following Campus Calendar, and No Utility shutdowns will be permitted during Registration, Study Periods, Exam Periods, or Commencement.

i. https://registrar.cornell.edu/academic-calendar

c. The Work Site will be available to begin construction immediately upon Notice to Proceed. Unless otherwise indicated, normal working hours on the Campus are between 7:00 AM and 4:00 PM. Sequence the Work in phases to meet interim milestones dates.

d. On the Date of Substantial Completion, access to the Work area for any uncompleted Work and for punch list items shall be restricted to after 5:00 PM and prior to 7:00 AM, or other times that are convenient for the Campus, and comply with the following:

3. Methods of performing Work shall not hinder or disrupt the Campus' occupancy, reduce Campus provided levels of cleanliness and ambient environmental conditions and affect building systems, services, and utilities serving the building unless, upon completion of each shift's work that is performed outside of normal Campus work hours, the Contractor provides cleaning to return the Work areas to a similar level of cleanliness as normally provided by the Campus, returns spaces to their normal ambient environmental conditions and restores building systems, services, and utilities serving the occupancy.

4. No material or equipment shall remain inside the building unless in the active use and control of Contractor personnel.

5. The Contractor shall provide all utility relocations and re-routings necessary to maintain the existing utilities at their level of service being used by the occupants, including limiting their shutdowns for tie-ins and cutovers to those periods specified. All new Work shall be in place, tested and accepted prior to performing a shutdown for the required tie in.

## 01 32 13 10 Scheduling of Work - Contractor's Coordination with locality (not applicable)

## 01 32 13 20 Scheduling of Work - Contractor's Coordination with the with utility companies

1. The Campus shall make available electrical, water, and drain utilities to the Contractor at no cost. Contractor shall be responsible for all work related to connections.
2. Building steam heating utility will be available to Contractor at no cost, other than during Campus steam shut-down, which typically occurs between May 30 and June 1. Contractor is responsible for confirming steam shutdown schedule with Campus.
3. Natural gas shall be made available to Contractor at no cost, and natural gas utility work costs shall be borne by the Campus.
4. The Contractor shall coordinate and cooperate with utility companies, including scheduling the work of other trades to sequence with the work schedule required by the utility companies.

## 01 32 16 Project Schedule

1. Incorporate Cornell University relevant academic calendar dates into the project schedule. Refer to 01 00 00 Cornell University General Requirements Section 01 14 00, Paragraph 1.8 for:
   a. Campus "Stand-down" and "Restricted Work" dates for campus schedule restrictions.
   b. Course Study Time and Final Exam dates

2. Project Schedule shall include the following:

a. The Contractor shall prepare a construction progress schedule which shall consist of a Critical Path Method (CPM) schedule as described below and shall incorporate the Schedule Summary Activities and Milestone Dates as indicated in item j below.

b. The development and updating of the Construction Progress Schedule shall be by the critical path method (CPM) and shall be computer generated using the latest version of PRIMAVERA Systems scheduling software. Other computer software will not be accepted.

c. The CPM Schedule shall consist of time-scaled logic diagrams and other data specified herein. The diagrams shall show activities of the project in detail and in summary format. Diagrams shall also show the order and interdependence of activities and the sequence in which the Work is to be accomplished, incorporating the schedule summary activities and milestone dates indicated in item j below, and as further planned by the contractor. All logical relationships shall be finish to start, with the following exceptions: (1) Activities at the start of the project may be start to start (2) At a milestone or project finish, activities may be finish to finish. Lag factor use will be limited, and if used, identified as a functional activity. The use of imposed start dates will also be limited. The retained logic mode shall be used for calculations.

d. In addition to construction activities the CPM schedule shall include, but not be limited to, the following:

i. Testing activities / required inspections (Show Contractor provided tests that are specified in Divisions 1 through 48, inclusive, and Consultant performed tests, where applicable).
ii. Subcontractor selection and approvals (major subcontractors submitted within 48 hours of bid).
iii. Shop drawing preparation and approval activities. Sequence submissions to provide sufficient time for the coordination of shop drawings of one trade that impact other trades, as required by Section 2.19 of the Agreement. Also include mock ups and pre-installation meetings where specified. Where practical, submittals shall be broken into smaller review packages of approximately 50 to 75 drawings. Each package will have its own activities in the schedule for submission, review and procurement. Package and schedule submission of shop drawings in sequence with the procurement schedule to spread submittal review periods out over the greatest time period practical.
iv. Procurement schedule (order dates, fabrication, deliveries, and long lead items – specifically list any significant product whose source is outside of the United States).
v. Refer to Cornell University General Conditions to ascertain requirements for Campus approvals for work site access, shutdowns and other impacts (noise/ testing & examination/ site and building access etc.).
vi. Requirements for any on site shutdowns that may impact work.
vii. Status of LEED credits
viii. Training and/or instruction of Campus personnel.
ix. Commissioning of major building systems including pre-functional testing, startup, functional testing, operational scenario testing and retesting as required.

x. Campus furnished products installed by the Contractor.
xi. Periodic meetings on construction fire safety with the Campus Fire Prevention Program Superintendent and other interested parties.
xii. Meetings on site with Consultant to review mock ups and detailing. Include time for the Consultant to review and consider the work of mock ups, which may be up to two weeks before mockups can be approved and installation of the material or systems may begin.

e. The detail of information shall be such that activity duration, in general, will range from 3 to 30 days. Activity description and duration shall be shown for each activity on the diagrams. The critical path shall be determined and shall be clearly indicated on the diagrams.

f. A Summary Schedule of the entire Work of the Contract shall be provided along with the initial submittal and each update using PRIMAVERA software. The contractor shall code the activities on the initial detailed schedule to summarize the same so that the resulting Summary Schedule Activities match those listed in item j below.

g. A CPM Report shall be provided along with the initial submittal and each update and shall include a tabulation of each activity shown on the CPM schedule. The following information shall be furnished as a minimum for each activity: Activity I.D., Description, Duration, Early/Late Start, Early/Late Finish, and Total Float. Reports and updating will indicate actual start and completion for completed activities and actual start and percentage complete and remaining duration for activities in progress.

h. Initial phases of Work shall include time in the schedule for training crews, acclimating trades to the sequence and apportionment of activities, additional meetings with the owner, Consultant, Contractor and the significant subcontractors, and re-sequencing activities to recover from start-up delays typically caused by normal activities associated with the start up of field work.

i. Submission and review of the schedule shall be as follows:

i. A preliminary CPM schedule, consisting of time-scaled logic diagrams and other data specified herein, defining the contractor’s planned operations during the first 120 days, shall be submitted after receipt of the Notice of Award but before receipt of the Notice to Proceed. The CPM schedule shall be sufficiently detailed to show clearly, in sequence, all salient features of the work of each trade including: the anticipated time of commencement and completion of such work and the interrelationship between such work, submission of Shop Drawings and Samples for approval, approval of Shop Drawings and Samples, placing of orders of materials, fabrication and delivery of materials, installation and testing of materials, contiguous or related work under other contracts, and other items pertinent to the Work that may occur in the first 120 days. The Notice to Proceed may be withheld until this schedule is received and is deemed responsive to the project requirements.

ii. The complete CPM Schedule, including the time-scaled logic diagrams, narrative, summary schedule, manpower schedule if applicable and activity reports shall be

submitted within 60 calendar days after receipt of the Notice to Proceed but before processing second progress payment application. The Fund's Consultant will review The Schedule to ascertain that it meets the overall project objectives and that it contains all necessary milestone dates or other required elements. At that time the schedule will become the Schedule of Record (SOR) and the established "Base-Line" for project monitoring purposes. In addition to the requirements in 4.10 (1) of the Agreement, the second progress payment application will not be acted on until this schedule is received and is deemed responsive to the project requirements.

iii. This review of the Schedule of Record is for the sole purpose of determining whether it meets the overall project objectives and milestone dates and to whether all related phasing, restrictions, Campus supplied fixturing/equipment, or any other potential impact(s), have been addressed. Agreement on the "SOR" does not constitute approval of the Contractor's means, methods, sequencing, or duration of activities. THIS IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

iv. Float is defined as the amount of time between the early start date and the late start date or the early finish date and the late finish of any of the activities in the CPM Schedule. Float is not time for the exclusive use or benefit of either the Fund or the Contractor.

v. Initial submittal, complete revisions and updates shall be submitted in four (4) copies (minimum 18" X 24"), one PDF and in native electronic format with all input data formatted for PRIMAVERA software.

vi. The Schedule of Record shall be revised by the Contractor until it is satisfactory to the Fund and the Consultant, and the same shall be periodically revised thereafter and submitted by the Contractor to the Fund and the Consultant for acceptance at such time or times the Fund or the Consultant may request.

vii. Whether or not the Consultant and the Fund have accepted the Project Schedule, the Schedule of Record shall be updated Monthly and shall be submitted along with the Contractor's application for payment. For the two intervening month periods the Contractor may "mark for progress" the SOR and submit with the applications for payment.

viii. If the actual progress of the Work is behind the timeline of the Schedule of Record by more than 15 working days, then the Contractor shall provide a new and completely revised schedule that shall be called the recovery schedule. The recovery schedule shall be provided as follows: 1.) if more than 120 calendar days remains until the date of Substantial Completion then provide within 30 calendar days after the Consultant's request, 2.) if less than 120 calendar days remains until the date of Substantial Completion, provide within 15 calendar days after the Consultant's request. The recovery schedule's purpose is to change the sequencing of activities, duration of activities, and /or other factors as required to return the actual projected schedule completion date to that of the SOR. The recovery schedule is in addition to the regular updates. If the actual progress of the Work is behind the timeline of the submitted recovery schedule by more than

15 working days, then the Contractor shall provide a new and completely revised recovery schedule.

ix. Provide a historic schedule as requested by the Fund that shows the actual activity descriptions and durations that occurred during the work for each activity on the diagrams. The actual critical path shall be documented and shall be clearly indicated on the historic diagrams.

j. Milestone Start and Finish Dates & Summary Activities

i. Notice to Proceed, and anticipated to include Milestone Date
ii. Mobilization
iii. Environmental & Abatement
iv. Site Preparation & Foundations
v. Building Frame & Enclosure
vi. M-E-P-S (Mechanical, Electrical, Plumbing, Sprinkler & Fire Systems) Rough-In & Major Equipment Installation
vii. M-E-P-S Systems-Fixtures/Trim/Accessories
viii. Telecommunications and Security Systems
ix. Completion and cleaning of IT spaces in readiness for server installations
x. Interior General Construction
xi. Equipment & Specialties
xii. Exterior Walks, Parking, Roads, & Landscape
xiii. Testing, Training & Commissioning
xiv. Life Safety Systems Tested & Accepted (Milestone Date)
xv. Substantial Completion/ C of O (Milestone Date)
xvi. Campus Installed/Furnished FF&E (Fixtures, Furnishing & Equipment)
xvii. Start of Guarantee Period
xviii. SUCF Contract Completion Date (if different from above)
xix. Final Completion - All punch list/outstanding items satisfied (Milestone Date)
xx. Field Order Work (multiple periods of work proportional to the dollar value of the field order allowance starting at the Notice to Proceed and ending at Substantial Completion.)
xxi. Other milestones as may be required by the Fund, the Consultant or the Contractors.

## 01 32 29 Notice of Non-Compliance

1. In the event the Consultant views the Work or some portion thereof and finds that it has not been performed in accordance with the requirements of the Contract documents, a Notice of Non-Compliance will be issued to the Contractor for action. Payment shall not be made for any portion of the Work for which a Non-Compliance Notice has been issued and the Work not corrected to the satisfaction of the Consultant.

2. Upon receipt of a Non-Compliance Notice the Contractor shall provide a written response to the Notice within ten (10) working days after receipt of the Notice. The Contractor's response shall detail either:

a. Why they believe that the Work was performed in accordance with the Contract documents, or,
b. What corrective action they intend to take, at their sole expense, to correct the non-conforming work.

3. Refer to Article II Section 2.02 for Contractor's contention to the decision.

## 01 32 33 Project Photographs

1. Prior to beginning work, the contractor shall schedule with the Consultant, the Campus, and the Fund sufficient periods of time in which the Contractor shall photographically record existing conditions for all project areas using digital video in MPEG-2 format. Video shall be made at high resolution (1440 x 1152) and shall adequately zoom in on selected elements for clear representation of existing conditions. All video recording shall be done in the presence of the Consultant. Submit the completed video on DVD disk(s) to the Consultant for the record.

2. Photograph any and all damaged or misaligned materials or surfaces which may in any way be misconstrued as having occurred during the implementation of this Contract. Inspect all existing conditions on all paths of travel on the site, adjacent right of ways, and within the building with the Consultant. With clear labeling and convenient indexing, provide written documentation for each video disk referencing both the disk and site locations of recorded images of any and all damage that could be misconstrued as being caused by the Contractor's Work and/or access. Repair all damage to existing conditions and along the paths of travel caused by Contractor's Operations.

### 01 32 33 10 Photo Documentation Services

1. Provide comprehensive photo documentation services of construction progress and certain as-built conditions.

2. Firm providing the services shall be independent of the Contractor. An acceptable firm will have three (3) years' experience in operation providing photo documentation using advanced indexing/navigation systems for construction projects of similar type, size, duration and complexity as this Project.

    a. Services include secure web based access, electronic indexing, navigation, storage and record DVDs for the documentation.

    b. Using the architectural drawings, provide an indexing and navigation making such drawings interactive using a web based interface. Indexing and navigation must be organized by both time (date-stamped) and plan location where all photographs were taken.

    c. Provide digital photography (minimum resolution of 1936 x 1296.) to capture actual conditions throughout construction at critical milestones. Use lens that are appropriate for the required intent and use the same lens for similar photographs for the duration of the work.

    d. Provide continuous web based access to images through the use of any standard Internet connection. Allow for multiple-user access, simultaneously, on-line. Access shall be secure and accomplished through individual passwords. Provide redundant server back-

up of the documentation required. Provide technical support related to using the system upon user request.

e. Upon completion of the Project, provide final copies of all documentation with the indexing and navigation system embedded (and active). Provide copies in an electronic media format, typically an external hard-drive. On-line access will not be terminated until acceptance of the final copies by the consultant.

3. Provide photographs at regular intervals, typically monthly, chosen to properly sequence the photographs with the construction progress. Take photographs of both the exterior and interior construction of the project with the intent of capturing images of structure, utilities, systems and construction details that would not be visible once other installed work prevents observation. Exterior progress photographs will include all elevations and major site features. Interior progress photographs will track interior improvements by spatial area, beginning in each spatial area once substantial interior work commences (typically at stud-work commencement) and continuing until completion.

a. Provide photographs of concrete slabs prior to placing concrete. Provide overlapping images of all in-slab utilities, including utilities and rough-ins enclosed in consolidated slab-on-deck and suspended slabs in multi-story construction.

b. Provide photographs of Mechanical, Electrical, Plumbing (MEP) and all other systems before installation of insulation, sheet rock or dry wall installation. Provide overlapping images of all finished systems located in the walls and ceilings of the building(s).

c. Provide photographs of finished condition at substantial completion, or other milestone approved by the Consultant. Provide images of all walls, ceilings and floors in their post-inspection, completed condition.

d. Provide photographs of miscellaneous events (i.e., materials arriving on site) during the periodic progress documentation, but which do not fit into the planned photo path. Insert images into a separate section in the navigation structure to allow convenient access to this information.

## 01 32 33 30 Roof Inspection

1. When directed by the consultant, prior to work on the existing roofs and again after completion of all work on / near those roof levels, use a firm experienced in roof inspection to scan the roofs with the infrared camera. Spray paint the exact contours of any and all moisture laden areas, if any, on the roof surface. During the survey, use a nuclear moisture detector to verify the accuracy of the infrared camera and to check questionable anomalies. Use the nuclear meter to detect moisture, if any, that is located deep in the roofing system. Provide a computer-generated roof plan to scale showing all pertinent roof top equipment and the locations, square footages, and contours of all moisture laden areas, if any. If required, provide corrective repairs and replacement roof systems when directed by the Consultant.

01 33 23 Shop Drawings, Samples, Submittals and other information - (Refer to Section 2.19 of the Agreement)

1) In addition to the requirements of Section 2.19 of the Agreement and as specified in Divisions 1 through 48, inclusive, comply with the submittal requirements of this section. In addition, where the term “or equal” is specified in Divisions 1 through 48, inclusive, refer to and comply with the requirements of Section 2.20 of the Agreement. Shop Drawings required Divisions 1 through 48, inclusive, may include drawings, diagrams, schedules, product data and other information or materials specially prepared for the Work by the Contractor to illustrate some portion of the work. Product data required by Divisions 1 through 48, inclusive, are standard illustrations, schedules, performance charts, instructions, brochures diagrams and other information amended by the Contractor to illustrate materials or equipment for some portion of the work.

ELECTRONIC SUBMITTALS

1. The Contractor shall set up and maintain a web-based submittal service to log, transmit and track (in real time) all project related documents.

   a. All project submittals, reviews and re-submittals shall uploaded in Portable Document Format (PDF) and, if approved by the Consultant, other electronic formats requested by the Contractor. Divide, package and submit all submittals in accordance with Section 01 32 16, Project Schedule.

   b. The service will also post, track and store RFI’s (Request for Information), Supplemental Information, safety procedures manual, emergency contact and action plans, coordination drawings, traffic plans, utility cutover plans, schedule documents, meeting minutes, look-aheads, daily activity reports, project photo documentation, material safety data sheets, waste manifests, diesel emissions, field surveys, utility bills payable to the Campus, Campus furnished products, testing activities and results, closeout, Operating Instructions and Manuals, planting maintenance, commissioning submittals, SWPPP documents and other non-product related submittals required in the technical specifications. The service will review the Contract Documents and provide the list of items to be tracked.

   c. The PDF files shall be created at a minimum resolution of 200 dots per inch utilizing the original document size and full color. Increase the resolution of the scanned file or images being submitted as required to properly present the information. PDFs created by scanning are not acceptable unless all images of text are properly and completely transformed into the electronic characters representing the text.

   d. The Contractor shall include the full cost of Submittals Website project (all contracts) subscription in their proposal. When approved by the Consultant, all other project related consultants, Campus staff, other contractors and vendors will utilize the Submittals Website at no additional charge (unlimited number of users). Web-based training and support shall be available, free of charge from the Submittals Website, for all project participants.

e. Acceptable Submittal Website shall document conformance with the following requirements:

   i. Independently hosted, web-based system for automated tracking, storage and distribution of Contract submittals and other Contract related documents. FTP sites, e-mail exchanges, and server-based systems hosted from inside a contractor's office will not be considered.
   ii. Utilize 256-bit SSL encryption and hosted at SAS70 Type II compliant data centers.
   iii. Minimum four (4) years' experience of use on comparable commercial construction projects.
   iv. Website requirements:
      1. Minimum of four years documented 99.5% website uptime.
      2. b) Minimum on-line storage required for the duration of this Contract (until final closeout).
      3. c) Redundant storage of all project information (all contracts) at a minimum of two geographically separate storage sites (not in the same building).

f. At completion of project, provide PDF/A copies of all submittals (except physical samples) stored and labeled on four (4) sets of archival optical discs, Universal Serial Bus (USB) flash drives or other electronic data storage devices approved by the Consultant, which include all documents and tracking logs in a navigable format.

2. Paper prints (hard copies) of reviewed submittals:

a. Provide 1 (one) Record Paper Copies:
   i. Paper copies shall be printed in a size format equal to the original document.
   ii. Scaled Shop Drawings shall be printed to the scale noted on the drawings.
   iii. The resolution of the printed copy shall be equal to that of the PDF file that it is being printed from.

b. Contractor Copies: The Contractor will be responsible for making copies, for the Contractor's own use and for use by its subcontractors and suppliers.

c. The Contractor shall submit to the Consultant for its approval electronic files of all shop drawings required by the specifications. Divide, package and submit all submittals in accordance with Section 01 32 16, Project Schedule.

d. Those marked *"REJECTED"* are not in accordance with the Contract Documents and shall be resubmitted.
e. *"REVISE AND RESUBMIT"* Contractor shall correct and resubmit.
f. *"MAKE CORRECTIONS NOTED"*: The contractor shall comply with corrections and may proceed. Resubmittal is not required.
g. *"APPROVED - NO EXCEPTIONS TAKEN"*: The contractor may proceed.

h. All shop drawings and/or submittals used on the construction site must bear the impression of the Consultant's review stamp as well as the Contractor's review stamp, indicating the status of review and the date of review. Contractor Copies: The Contractor will be responsible for making copies, for the Contractor's own use and for use by its subcontractors and suppliers.

i. All shop drawings shall reflect actual site conditions and accurate field dimensions. Dimensioned shop drawings shall be submitted for all fabricated items. Incomplete submittals will be rejected without review. Using electronic copies of the Contract Documents to prepare shop drawings, if permitted in the technical specifications, doesn't relieve the contractor of its responsibility for the accuracy of all information contained on the shop drawings. Verify and coordinate all information necessary to produce accurate and complete shop drawings.

All shop drawings, submittals and samples shall include:

i. Date and revision dates.
ii. Project title and number.
iii. Names of:
    1. Contractor
    2. Subcontractor
    3. Supplier
    4. Manufacturer

j. Provide information regarding shop drawings, submittals and samples at the Periodic Meetings.

k. The project specific submittal log is bound after the General Requirements. Note: The bound submittal log provides a general submittals (shop drawings, samples, mock-ups, O&M manuals, training, extra stock, maintenance during the guarantee period, warranties, test reports and other submittals) in the technical specifications and may not be all inclusive. In case of conflict or omission, the requirements of the technical specifications take precedence over the bound log.

l. At completion of project, provide PDF/A copies of all submittals (except physical samples) stored and labeled on four (4) sets of archival optical discs, Universal Serial Bus (USB) flash drives or other electronic data storage devices approved by the Consultant that include all documents and tracking logs in a navigable format. PDFs created by scanning are not acceptable unless all images of text are properly and completely transformed into the electronic characters representing the text.

## 01 33 23 20 Coordination Drawings

A. To identify and resolve trade conflicts and interference prior to field work, provide Coordination Models and Drawings using simulation software and/or digital overlay. Before construction of mechanical and electrical work and appropriately sequenced with the submission of shop drawings, create Coordination Models in a single 3D modeling software system (BIM).

1. After the Contractor signs the Consultant's release form, the BIM model created by the Consultant will be available for the Contractor's use.

2. The Coordination Models provides for the resolution of trade conflicts in congested areas prior to actual installation. The Coordination Models coordinate the placement and location

of hangers, ductwork, fittings, piping, conduit, run outs, light fixtures, cable trays, fire alarm devices, sprinklers, air terminals, hangers, supports and other above ceiling mounted items shown and specified with each other, and other building elements such as ceilings, structural work, fireproofing, case work, equipment, doors, manufacturer's recommended maintenance clearances, code required clearances (NEC, etc.), access doors and other contract work.

3. In public and occupied areas without scheduled finish ceilings, appearance is a major coordination factor. Reposition proposed locations of work after the Coordination Models and Drawings are reviewed by the Consultant. Provide adjustments to the exact size, location and offsets of ducts, pipes, and conduit to achieve reasonable appearance objectives. Provide these adjustments as part of the Contract or notify the Consultant immediately as to why the adjustment cannot be made.

B. Manage the process of creating Coordination Models so that each installer/trade/subcontractor (trade) provides all pertinent information in a timely manner and approves the final layout of its work in Coordination Models. Coordination Models may be completed on a phased basis to fit work sequences proposed in the Contractor's Project Schedule.

1. Manage the process of creating the Coordination Models to sequence resolutions of conflicts in a manner that avoids creation of other conflicts. If multiple authoring software are used, provide additional software to consolidate models for coordination between trades.

2. Each trade shall be assigned a distinct layer/model space to show its work. Insure that the layer/model space assigned to one trade cannot be modified by another trade, and that the final model clearly differentiates which trade is responsible for the respective information shown.

3. After completion of demolition, if any, and/or after completion of elevated decks, if any, employ a firm to provide high definition laser scanning of exposed features of the underside of decks and structure above. The firm shall have prior experience in projects of similar scope and complexity. Level of detail shall be equivalent to a Trimble TX8 scanner. Divide and sequence the scanning process to provide timely data acquisition for the Coordination Models.

   a) Flag significant differences, if any, between the physical conditions scanned and those shown on the contract drawings and submit prints with the flagged conflicts to the Consultant in accordance with Section 2.12 of the Agreement.

   b) Scanning system used to identify field conditions shall be compatible with the software used for Coordination Models.

   c) Create the base models / floor plan(s) of all work areas, showing scanned conditions and un-scanned structural and architectural systems and components that need coordination.

4. Create the HVAC trade models/layers showing all hangers, ductwork, flues, piping, equipment, and appurtenances.

5. Create the Plumbing, Fire Protection, Controls and other Mechanical Division trades models/layers showing all their piping, equipment, conduits, valves, fittings and other appurtenances.

6. Create the Electrical, Fire Alarm, and other trades models/layers showing all systems and equipment, including transformers, panels, terminals, devices, detectors, lighting fixtures, cable trays, outlets, and conduits and raceways 1" or larger. For conduits and raceways that are less than 1", show them if they are ganged in groups of three or more. Coordinate cable tray layout to meet appropriate clearances to motors, ballasts, and other sources of electromagnetic interference.

7. Review the Coordination Models and resolve areas of Architectural, Equipment, Structural and other conflicts and obstacles and coordinate locations of rated and exterior walls to assure their continuity and closure as specified. Resolve all interference found in the Coordination Models.

8. Use the simulation software to provide a complete review to determine interference and to locate conflicts.

9. Employ web based meetings, field meetings and other consultation methods to present interference and conflicts to the trades and to suggest options for resolution. Determine that all work can be installed without interference prior to any field installation work. Change the sequence of installation if required to eliminate interference. Any cost caused by ill-timed work shall be borne by the party responsible.

10. If the Contractor and trades can't resolve conflicts and interference, notify the Consultant by RFI. Present a live walk through of the model to demonstrate each conflict or interference. In response to the RFI, the Consultant will suggest revisions to the Coordination Models to eliminate conflicts and interference. Have the trade(s) revise their respective portion of the Coordination Models to eliminate interference as suggested by the Consultant.

11. Modify the sequential order above as required to fit the sequence and approach to the work.

C. "Interference" includes: (1)direct spatial conflict between the installed works of any trades included in the contract; (2) spatial conflict created by the sequence of installation chosen by the Contractor; (3) direct spatial conflict with any portion of the existing construction that remains and work to be installed; (4) blocking or diminishing access by labor, equipment and materials required to install, modify, inspect, commission, train campus staff or maintain any portion of the installed work; (5) routing systems through restricted spaces such as elevator machine rooms, telecommunications spaces, and other spaces where unrelated systems cannot be routed; (6) and other factors that are reasonably inferable as coordination of the work.

D. Fabrication and installation of work in a given bay or area shall not proceed until the Contractor has made all trades agree on the exact arrangements for each bay or area. If a given trade proceeds prior to resolving conflicts, then, if necessary, that trade shall change its work at no extra cost in order to permit the other trades to proceed with a coordinated installation. Coordination approval may be given by the Contractor for a bay or area only after coordination meetings involving all trades have occurred.

E. Continually monitor the installation to check the spatial location of the installed work and to confirm that installed locations of any part of the work do not vary from the Coordination Models by the tolerance (the range of variation permitted in maintaining the dimensions of the spatial locations agreed to in the Coordination Models). Field check spatial location of all above ceiling work by additional scanning, surveying or by other equivalent means. Promptly compare the field check data to the Coordination Model to identify significant variations from agreed to tolerances. Provide corrective action to align the installed work with the Coordination Models. Immediately notify the Consultant if installed work cannot be corrected to align with the Coordination Models.

F. Coordination Models and Drawings are intended for use by the respective trades during construction and shall not be construed as replacing either the shop drawings specified in the technical specifications or the Record Drawings required in the Agreement. If the Contractor uses the Coordination Model for scheduling and sequencing the work, provide the required level of additional detail, training of trade superintendents and other enhancements at no additional cost.

G. Print Coordination Drawings from the Coordinated Models in color at a scale not less than 3/8 inch per foot. Mechanical and Electrical equipment rooms and congested areas shall be printed separately at a scale not less than 1/2 inch per foot. At congestion between the trades, provide prints of isometrics, details, elevations and sections of similar or larger scale as may be required to provide a clear three dimensional resolution of the conflict. Print color copies in sufficient number to provide the trades with the field direction that facilitates the installation of the work in accordance with the Coordination Model.

1. Submit electronic Coordination Drawings for review in the same manner as specified for shop drawings. The Consultant's review of Coordination Drawings shall not relieve the Contractor from his responsibilities for coordinating the work with the work of all trades involved on the Project. The Consultant's review shall not authorize any extra cost, omission and/or deviation from the requirements of the Contract Documents. Any costs arising from errors and omissions in the Coordination Drawings shall be borne by the Contractor.

2. Prior to Substantial Completion, provide three color copies of the Final Coordination Drawing transparencies, and complete electronic files on CD-ROM(s). All copies and data shall become the property of the Fund. Software for access to the data files is not in this contract.

## 01 33 29 - Sustainable Design Reporting

When submission of environmental product declarations (EPDs) is required by the technical specifications, in addition to the individual EPD submittals, submit a list summarizing the materials/products covered by each EPD submittal and the estimated total quantities used/installed of such covered materials during the Work completed to date. As directed by the Consultant, the list shall be submitted/updated annually and at Substantial Completion. If the submitted EPDs do not show the kgCO2 per the quantity unit used/installed for a covered material, provide such information upon request of the Consultant. Using the list and other information, the Consultant will calculate the estimated total kgCO2 (kilograms of carbon dioxide) emission equivalent for each covered material/product used/installed.

## 01 35 10 Archeological or Historical Finds

1. In the event that any relics or items with archeological or historical value or other valuable materials are discovered on the site or in a building by the Contractor or any subcontractor, the Contractor shall immediately notify Owner and appropriate authorities in accordance with applicable Laws and await the decision of Owner before proceeding with any further Work that might harm or destroy such relics. Neither Contractor nor any subcontractor shall have any property rights to such relics.

## 01 35 13 Conducting Work

1. All Work is to be conducted in such a manner as to cause a minimum degree of interference with the Campus' operation and academic schedule. Prior to any excavation, demolition or other work that may impact Campus and/or building utilities, systems and infrastructure by causing alarm(s), failure(s) or interfering with the ability of utilities, systems and infrastructure to serve the Campus, provide a written emergency action plan that clearly describes the steps required to safely shut down utilities, systems and infrastructure that are within the Work area and those outside the Work area and within approximately 25 feet of the Work area limits, as approved by the Consultant. The plan shall comply with the Fire Code of New York State. The emergency action plan shall identify the shut off point(s) for each utility, system and infrastructure and secondary shut off point(s) if the primary points fail or inaccessible. To identify shut off points, trace each utility, system and infrastructure in the presence of the Campus representative from the Work area to the shut off points. The emergency action plan shall describe the shutdown procedure, identity tools required for shutdown, sequence of activities required for proper shutdown, the name of the person(s) or trade(s) deemed competent to perform each activity in the shutdown sequence and names and telephone numbers of the Campus staff required to provide access to shut off points, assist in the shut off or perform portions of the shutdown activities. Submit the emergency action plan for review and approval at least two weeks prior to field work in the Work area. Field work shall not begin until the emergency action plan is approved.

2. By the end of each workday, the Contractor shall submit daily manpower counts and a brief description/location of the day's activities. *PLEASE NOTE: FOREMAN MAY HAVE TO STAY PAST NORMAL QUITTING TIME TO PROPERLY COMPLETE THIS PAPERWORK.* Manpower shall be broken down by job classification (foreman, journeyman or apprentice), and also by number of minority and women workers, including information for all subcontractors, suppliers or other workers. The report shall also note all deliveries, equipment on site, whether inspections passed or failed, visitors and inspections.

3. Proper attire is required on-site. Full-length pants, shirts with sleeves and hard sole work boots are required. No shorts, tank tops or sneakers are allowed. Workers not properly dressed will be sent home.

4. Safe and direct ADA accessible entrance to and exiting from the existing buildings shall be maintained at all times during regular hours while construction is in progress. Means of egress for construction workers shall comply with the Fire Code of New York State. Prior to performing any removals or construction that impairs free egress from existing building exits to refuge areas remote from the buildings, complete the installation of all temporary fencing, barricades and walkways. Install temporary egress, stairs, ramps and paths around Work areas that comply with the Protection of Pedestrians section of the Safeguards During Construction chapter the New York State Uniform Fire Prevention and Building Code.

5. Unless otherwise permitted by the Consultant and the Fund, the removal and/or demolition of given work items shall not occur until the Contractor has all the required replacement materials on-site.

6. Code of Conduct: The Contractor and its employees shall comply with College regulations governing conduct, background checks, access to the premises, and operation of equipment. In addition:
   a. All employees of the Contractor and every subcontractor must comply with all site access control and security procedures prescribed by the Campus which may include, but are not limited to, the wearing of identification badges, ingress and egress through controlled entry and exit points, and use of card readers or other electronic identity verification devices. In the event said identification badge has not been issued by the Contractor, all employees of the Contractor and every subcontractor must produce a valid form of government-issued photo identification promptly upon request of the Campus. Failure to display such identification or to display or produce such identification in the manner as prescribed by the Campus may result in the employee's non-admittance to or immediate removal from the Site.
   b. The Contractor and his/her workers, employees, subcontractors and their workers, etc., will not fraternize with any building or Campus occupants. This includes, but is not limited to, students, faculty, and employees of the State other than those designated contacts for this Project, visitors and guests.
   c. At no time will it be appropriate to say, write, or gesture anything derogatory to or about any individual(s). Harassment, verbal or otherwise, of any individuals will not be tolerated. Within two business days after receipt of the Consultant's direction, remove any postings, defacement, marking, carving, graffiti, or other non-Contract related information on Site at no additional cost to the Fund.
   d. Alcoholic beverages or illegal drugs are not permitted on this Project. Smoking may be permitted where it is permitted by Campus regulations and controlled in accordance with the Fire Code of New York State, except that smoking shall be prohibited throughout demolition work areas and where recommended by NFPA 241 Annex A, Explanatory Material.
   e. Radio playing is disruptive to building occupants and is not permitted.
   f. If worker(s) fail to properly adhere to the Code of Conduct or fail to follow safety or other regulations, the Contractor will be directed to permanently remove the worker(s) from the site and replace the worker(s) at no additional cost to the Project.
   g. ID Badges:

      i. All Contractor onsite personnel are required to furnish and wear identification badges at all times on Campus. The badge shall be formatted similar to a driver's license and include the following:
         1) Photograph of Employee
         2) Name of Employee
         3) Name of the Company
         4) Trade
         5) Project Name:
      ii. Badge shall be laminated in clear plastic
      iii. Format shall be approved by the Consultant and consistently employed throughout the project.

h. High Visual Shirts, Jackets or Vests with company LOGO clearly visible will be required at all times for all Personnel and Contractor visitors at the site.

7. The building shall not be left "open" overnight or during any period of inclement weather. Temporary weather tight closures shall be provided for by the Contractor to protect the structure and its contents.

   a. Provide an emergency plan to secure the Work site during severe weather.

   b. As part of the base bid, for ambient exterior weather conditions, include all reasonable materials, labor and equipment, which may be in addition to those required for the work, to implement the emergency plan for conditions up to the 95th percentile recorded seasonal conditions recorded at the nearest National Weather Service site.

      i. For conditions meeting or exceeding the 95th percentile, the additional reasonable labor, material and equipment required to implement the emergency plan may be paid for by Field/Change Order when the Consultant determines that such additional labor, material and equipment could not have been reasonably anticipated in the base bid emergency plan.

   c. As part of the base bid and Article V of the Agreement, for damages caused by ambient exterior weather conditions, provide all reasonable materials, labor and equipment, which may be in addition to those required for the Work and/or required to perform stabilization, removals and corrective Work caused by severe weather.

      i. For conditions meeting or exceeding the 95th percentile, the additional time required for corrective Work may be paid for by Field/Change Order when the Consultant determines that such time could not have been reasonably anticipated in the base bid emergency plan.

   d. The plan shall describe:
      i. how weather conditions will be monitored,
      ii. which forecast weather conditions require emergency preparations,
      iii. what emergency preparations are required during the anticipated conditions of the job site during the time of the work, including removal of precipitation, securing materials, chemicals, temporary facilities work in place and other steps that could be reasonable anticipated,
      iv. when such emergency preparations will be implemented,
      v. who will implement the preparations,
      vi. who will check the completed preparations to confirm they meet the intent of the plan,
      vii. who will communicate the plans to local emergency responders,
      viii. how the site will be monitored during severe weather,
      ix. who will be on standby to return to the site when permitted by local emergency responders,
      x. how the damage, if any, will be assessed.

   e. The emergency plan shall be available for review by the Consultant within four (4) hours or less notice during non-working hours and within thirty (30) minutes during working hours.

## 01 35 13 10 Salvage of Materials

1. Remove and legally dispose of all debris and other materials resulting from the alterations to State University property.

The following list of Project salvage items to remain as the property of the Campus, may not be all-inclusive and does not relieve the Contractor of the responsibility to thoroughly review the Construction Documents to identify items salvaged to be turned over to the Campus at a site location as directed by the Consultant, refurbished, relocated, and/or reinstalled. In case of conflict or omission, the requirements as indicated on the Construction Documents take precedence over the attached listing.

a. Exterior brick and stone masonry units for reincorporation into the work.
b. Historic Cold Room entry, to be selected by the Consultant, for refurbishing and re-installation per SHPO requirements.
c. Door hardware (**requirements deleted by Campus**).
d. Lab casework: salvage lab casework in the following labs; Plant Science lab rooms 219, 227, 230, 413 & 416. Coordinate with the Campus representatives (Greg Smith, 607-229-0219) for turnover and deliver to the first floor loading dock.
e. ACT and light fixtures: (**requirements deleted by Campus**).
f. Light fixtures as required to accommodate installation of new work,
g. Topsoil as required to accommodate new work, see Civil Drawings and Specification (for reincorporation into the work and/or Cornell's use).
h. Window air conditioning units located in Plant Science Building Rooms 325A, 315A, 322, 317, 329, and 334 two units).
i. Emergency light battery units and electrical exit sign lights.
j. Following Cornell University's determination of items to be salvaged and turned over to the University, schedule a walkthrough by Finger Lakes Reuse (607) at 257-9699 to identify elements they want to receive as donations, including but not limited to select or all stone toilet partitions and associated hardware. GC to remove requested elements intact and turn over to Finger Lakes Reuse.

## 01 35 23 Safety and Protective Facilities

1. The Contractor shall provide the necessary safeguards to prevent accidents, to avoid all necessary hazards and protect the public, the Campus staff, students, visitors, the work, and property at all times, including Saturdays, Sundays, holidays and other times when no Work is being done. The Contractor's Safety Procedures Manual shall be certified by a Certified Safety Professional from the Board of Certified Safety Professionals (www.bcsp.org).

    a) Prior to beginning any Work on site, submit an OSHA compliant site specific Safety Procedures Manual that identifies all site-specific safety issues related to this Work and details how each will be addressed. In accordance with OSHA, hold weekly "Tool Box" meetings with jobsite personnel to discuss safety and fire prevention topics as required by NFPA 241 and as recommended in its Annex A, Explanatory Material.

    b) Provide the appropriate "competent" person(s) (as defined by OSHA) on site during the performance of work.

2. The Contractor shall erect, maintain and remove appropriate barriers or other devices, including mechanical ventilation systems, as required by the conditions of the Work for the protection of users of the project area, the protection of the Work being done, or the containment of dust and debris. All such barriers or devices shall be provided in conformance with all applicable codes, laws and regulations, including OSHA and National Fire Prevention Association (NFPA) 241, for safeguarding of structures during construction. Provide a copy of NFPA 241 for use on site during the work. Barriers shall be made from noncombustible and/or fire retardant materials. As appropriate to the risk and when requested, provide periodic inspections of the safety and protective facilities by competent individuals. Promptly correct any deficiencies observed.
   a) Prior performing any removals or construction that impairs free egress from existing building exits to areas of refuge remote from the buildings, complete the installation of all temporary fencing, barricades and walkways. Install temporary egress, stairs, ramps and paths around Work areas that comply with the Existing Building Code of NYS, Chapter 15 - Construction Safeguards.
   b) Sequence the construction Work to minimize the relocation of the above barriers and walkways. Install, relocate and modify the construction safeguards, barriers and covered walkways as required to perform the Work in a manner that limits the temporary closure of any egress path to the least amount of time possible. If any egress path requires closure that is not shown on the drawings, that closure may not be able to occur during normal business hours of the buildings. Where permitted by the Code and if approved by the Campus and the Consultant, portions of interior corridors, aisles and passageways may be closed for limited time periods if such portions are under continuous supervision of the Contractor and the Contractor has a reasonable plan to divert and direct exiting occupants during an emergency.
   c) When existing stairs are not available for the Contractor's use, provide a stair when construction Work areas are four stories above or below the exit to staging areas on the adjacent grade. The existing/permanent stairs of the Project may be used by the Contractor if the stairs are in essentially new/repaired condition prior to the Fund's acceptance of the structure. Where the existing/permanent stairs are not available for the Contractor's use, provide a noncombustible temporary stair meeting the following requirements:
      1) Clear width of stair and landings shall be 36" with 6'-8" clear headroom.
      2) Riser height shall not exceed 7" and tread width shall not be less than 11".
      3) Handrails shall be on both sides between 34" and 38" above tread/landing, be continuously graspable and have a 1 ¼" circular cross section.
      4) Each level will have clear signage identifying the level, stair and exit path.

   d) Prior to starting demolition, to maintain occupied spaces with their current services and utilities, trace all services and utilities, identify their respective areas and zones of service, both within the Work area and outside to Work area. Two weeks prior to start of demolition, submit a written plan for each service and utility describing how such services and utilities will be temporarily maintained, shutdown, disconnected and cut, and/or permanently reconnected. Field tracing, testing and identification of services and utilities that requires their temporary shutdown will be done after hours or on weekends.

      1) The plan should clearly identify any impairment of fire protection system(s), exit signs, exit lighting and/or other code required life safety systems. Add dates and durations of impairments to the Project Schedule.
      2) The Project Schedule should allow for the presence of the Campus Fire Prevention Program Superintendent at the time fire protection system(s), exit signs, exit lighting and/or other code required life safety systems are shut off and at the time such systems are restored to partial/full service.

e) When moving any items (materials, equipment, supplies, tools or other items) through exits, exit access spaces and site areas shared with the Campus during occupied hours, provide radio equipped flagger(s) whose sole responsibilities are: (1) to direct pedestrian and vehicular traffic as required to permit the safe transport of the items from the staging area to the Work area; (2) to inspect the paths traversed to confirm that they are clean, safe and ready for the Campus to resume using; and (3) to confirm that gates, doors, fences, barricades and other temporary controls intended to separate the public from the area(s) controlled by the Contractor are properly restored.

f) Other than materials required for a work shift, storage of materials shall not be permitted in building spaces shared with the Campus. Do not leave any materials, equipment, partially installed work, etc. in a manner that prevents full operational access by the Campus to the spaces outside the areas controlled exclusively by the Contractor. Only the material which can be used in one shift shall be moved into the spaces shared with the Campus. All other material shall be stored in the areas exclusively controlled by the Contractor. During the work shift, materials, tool boxes, etc. may be dispersed throughout the Work locations shared with the Campus, as required to perform the work, but shall be continuously attended to, neatly organized and located in a manner that does not create tripping hazards and/or reduce the clear travel path of exits and exit access spaces. All tools and excess material, if any, dispersed through the Work locations shared with the Campus shall be collected prior to the end of each shift and moved to the approved staging area.

g) The contractor shall leave the interior building access path to and from the Work areas vacuum clean after the completion of each day's work.

3. Fire safety during construction:

a) If required by the nature of the Work and Campus regulations, the Contractor shall obtain from the Campus and pay all costs associated with "Confined Space Permits" or "Hot Permits" to execute the Work of its contract. Perform hot work in accordance with the Fire Code of New York State and the Hot Work Program approved for the work. Prior to, during and after performing hot work, inspect the hot work area for compliance with the requirements of the permitted Hot Work Program.
See applicable permits and conditions bound elsewhere in this Manual (01 00 00 General Requirement Reference Documents, including Cornell University General Requirements).

b) Take all reasonable precautions against fire in accordance with good fire engineering practice. Provide all temporary plans, maintenance, programs, equipment, labor and material required for compliance with the applicable provisions of the Fire Safety During Construction and Demolition chapter of the Fire Code of New York State (FCNYS) in the New York State Uniform Fire Prevention and Building Code.

c) For areas and spaces under their control, the Contractor shall comply with applicable provisions of the Fire Safety During Construction and Demolition chapter of the Fire Code of New York State (FCNYS) in the New York State Uniform Fire Prevention and Building Code. The Campus Fire Prevention Program Superintendent will develop a project specific Fire Prevention Program required by Chapter 33 of the FCNYS. The Contractor's superintendent shall be responsible for reviewing the Fire Prevention Program for coordination with the Contractor's Work plan, adhering to the provisions of the Fire Prevention Program and implementing the minimum safeguards for

construction, alteration, and demolition operations that provide reasonable safety to life and property from fire during the Contractor's operations. The Contractor's superintendent shall also cooperate with the Campus Fire Prevention Program Superintendent, respond to questions raised concerning fire safety and take prompt action to correct conditions which do not meet the applicable provisions of the Fire Safety During Construction and Demolition chapter of the Fire Code of New York State (FCNYS) in the New York State Uniform Fire Prevention and Building Code and the project specific Fire Prevention Program.

d) Use noncombustible material (metal or fire retardant material) for scaffold, trash chutes, forms, shoring, bracing, temporary stairs, ramps, platforms and boxes when such items are required during the work.

e) When permanent sprinkler and/or standpipe systems are installed as part of the work, sequence the installation of these systems in a manner that closely follows the construction work, allowing the systems to be partially or fully operational within construction Work areas, as required by NFPA 241 and as recommended in its Annex A, Explanatory Material. When permanent/existing sprinkler and/or standpipe systems are modified as part of the work, sequence the modifications of these systems in a manner that minimizes the duration of time for impairment of the systems.

f) The "Construction Fire Safety Weekly Review" form and other documents that may be developed by the Campus Fire Prevention Program Superintendent may be used during the inspection program required by NFPA 241 7.2.4.4. A copy of the Construction Fire Safety Weekly Review is bound elsewhere in this Manual.

g) Be responsible for dust control and cleanup. Provide dust curtains, ventilation and negative air machines when grinding or cutting inside the building. Use enclosed chutes whenever materials are dropped more than 10 (ten) feet.

h) All extension cords, cables and hoses shall be maintained at least 6 feet 6 inches above the working floor. Where this is impossible, these items shall be inspected daily and repaired immediately or tagged and removed from use until repaired.

i) Store flammable and combustible liquids and flammable gases used during the Work in compliance with the Fire Code of New York State.

4. Balance occupied spaces before demolition to provide positive pressure to reduce dust infiltration, including 1st floor Loading Dock and 3rd Floor Laboratories.

## 01 35 23 10 Safety Data Sheet

1. The contractor shall submit SDS (Safety Data Sheet) for all chemicals, solvents, and materials specified or proposed to be used on this project.

## 01 35 29 10 Public Health/Safety Requirements and Guidance for Construction Jobsites

1. The Contractor shall comply with any and all health and safety requirements issued by federal, state or local entities, including but not limited to New York State Governor Office Executive Orders, New York State Department of Health rules, regulations and guidance, and other New York State, Fund or Campus laws, rules, regulations or requirements in effect at the time of the bid. Such health and safety requirements are made a part of the Contract Work for this Project. All costs and time associated with compliance with such health and safety requirements are included in the Contract consideration in Article IV of the Agreement.

## 01 35 43 Environmental Procedures

1. Employ measures to prevent creation of air pollution and odors.

    a) On interior Work and Work adjacent to occupied areas, all passageways and vent systems will be sealed to prevent dust, air pollution, and odors from traveling into occupied areas. Take measures to ensure proper separation in accordance with Section 01 35 23. Ensure that the integrity of the separation is maintained throughout the period of the work. In the event any trade must remove a barrier in whole or in part, it is their responsibility that the barrier is reconstructed at the end of each Work period.

    b) Perform exterior Work adjacent to air intakes, doors, windows and/or other passageways that may convey odors but cannot be sealed without impacting Campus operations during weekends, second or third shift or other off hour periods that mitigates the impact to Campus operations. Seal openings with fire-retardant poly tenting or equivalent. Allow sufficient time to install temporary barriers at the beginning of each off-hour period and remove barriers at the end of each off hour period.

    c) If the emission of construction related odors is found to be offensive by building staff, Work will stop and effects to effectively exhaust the odors will begin immediately. Continuance of the odor causing Work will be permitted during non-occupied times.

    d) No gasoline/diesel powered engines are permitted inside a Campus building.

## 01 35 73 Delegated Design

1. At the request of the Consultant and in compliance with the Rules of the New York State Board of Regents, the Fund has allowed the Consultant to delegate to the Contractor certain portions of the design of the work. These portions are listed below in the Schedule of Delegated Design. For portions of the Work where design has been delegated, the Consultant has provided, elsewhere in this Project Manual, the complete parameters which the design must satisfy and other requirements. The Contractor shall assign responsibility for the design of the delegated portions of the Work to person(s) who are New York licensee(s), or otherwise authorized, who shall sign and certify his/her design work and who are approved by the Consultant.
2. **Schedule of Delegated Design in the Technical Specifications:**

Project No. 161026-00

Project Title: Renovate Plant Science Building – Phase 2

| Section Number | Section Name | Description of Delegated Design (See Section for complete details) |
|---|---|---|

| | | |
|---|---|---|
| 30133 | FRP Reinforcing | Structural loads on FRP reinforcement of concrete slab structures |
| 54000 | Cold-Formed Metal Framing | Structural loads for CFMF (no seismic) |
| 55000 | Metal Fabrications | Structural loads (no seismic) |
| 55113 | Metal Pan Stairs and Railings | Structural loads for metal grating stairs (no seismic) |
| 55213 | Tube Railings | Structural loads on custom railings (no seismic) |
| 55300 | Metal Gratings | Structural loads on grating and support framing (no seismic) |
| 57300 | Decorative Railings | Structural loads for decorative railings (no seismic) |
| 74213 | Metal Wall Panels | Structural loads for metal wall panel assembly (no seismic) |
| 84113 | Aluminum-Framed Entrances and Storefronts | Structural loads (no seismic) |
| 88000 | Glazing | Loads on glass |
| 211316 | Dry Pipe Sprinkler Systems | Piping system |
| 220529 | Hangers and Supports for Plumbing Piping and Equipment | Trapeze pipe hangers and equipment supports |
| 230550 | Wind Restraint for HVAC System. | Structural loads for methods of fastening roof-mounted equipment and ductwork (no seismic). |
| 232010 | Piping Systems | Trapeze pipe hanger and equipment supports |
| 260529 | Hangers and Supports for Electrical Systems | Trapeze pipe hanger and equipment supports |
| 270536 | Cable Trays for Communications Systems | Cable tray loads |

Note: The above list provides a general summary of work delegated in the technical specifications and may not be all inclusive. In case of conflict or omission, the requirements of the technical specifications take precedence over the above list.

## 01 41 13 Code Compliance and Testing (In addition to Section 2.10 of the Agreement)

1. The Fund, if the same is required by law, will issue a Building Permit for this Project. The project is not subject to any local building code or permit requirements, except for Work that the Contractor is to perform on property located outside of the boundaries of the campuses of the State University of New York or on systems or equipment within the boundaries that are owned or controlled by others such as utility companies.

2. Special Inspections: This project may contain Work requiring Special Inspections in accordance with the Building Code of New York. The Fund and the Consultant shall exercise control to verify that the construction conforms to the Contract documents. In addition to the requirements of Section 2.17 of the Agreement, cooperate with and provide safe access for inspection and testing agencies, as reasonable to allow inspections and tests to be performed. This will require the Contractor to provide and attend to / operate scaffolding, ladders, or lifts. This project may also contain Work requiring the

construction of a main wind- or seismic-force-resisting system, designated seismic system or a wind- or seismic-resisting components and the Contractor shall have provisions for quality control.

a) See the Statement of Special Inspections provided in Section 01 45 33 "Special Inspections & Structural Testing" bound after this Section for the project specific Special Inspections program.
b) Prior to start of Work that requires code inspections, schedule pre-inspection meeting with the Consultant, Fund and Campus review required inspections and how and when they will be performed.

3. All Work involving installation and modification to fire alarm systems shall be performed by individuals or firms currently licensed by the NYS Department of State, Division of Licensing Services. The contractor shall provide copies of the individual's or firm's current license and identification cards for all unlicensed employees performing work for the licensed individual or firm for this project. The Contractor shall post a copy of the license at a location approved by the Consultant.

4. In addition to the requirements of Section 2.17 of the Agreement, before performing system tests, partial system tests or scheduling inspections for fire alarm, fire suppression, electrical, mechanical, plumbing, elevator, site infrastructure and other work that must be completed for a Temporary Authorization to Occupy and/or a Code Compliance Certificate, attend pre-test and inspection meetings for each system with the Consultant.

a) Provide a list of all Contractor provided tests that are specified in Divisions 1 through 48, inclusive, and list portions of large systems tested separately (see 01 74 00, Clean-Up, for separation criteria), who will perform a test, when it will be done, who witnessed it and when, results (pass/fail), follow up action, comments and other information requested by the Consultant.

b) The Consultant will review the scope of inspection of the as built installation, review the completeness of the record drawings per Section 2.24 of the Agreement, review the scope applicable tests and review the applicable forms that will be completed as part of the testing and inspection.

c) Immediately after completion of tests, provide original forms with all information filled out plus six copies to the Consultant. Systems required for Substantial Completion will not be considered completed and accepted until all code required forms are completed, submitted and reviewed by Consultant for completeness. For fire protection systems, provide the Statement(s) of Compliance required by Fire Code part 901.2.1.

d) Where portions of systems are completed and ready for testing and inspection, those portions will not be considered completed and accepted until all code required forms are completed to the extent applicable to the portion of Work completed, submitted and reviewed by Consultant for completeness.

e) Where portions of systems are excluded from the portions being tested, provide additional Work required to functionally extend systems around the excluded portions and to fully separate the tested portions from the excluded portions.

f) Schedule testing that requires safety clearance or impacts Campus activities (such as, but not limited to, x-ray testing of welds) and/or testing that requires utility shutdowns for weekends, holidays and/or 2nd or 3rd shift, as appropriate to accommodate the Campus and mitigate disruption to Campus activities.

g) Unless otherwise approved by the Fund, all Contractor provided tests that are specified in Divisions 1 through 48, inclusive, must be witnessed and signed off by the Consultant prior to acceptance of the tested work; and, in the Contract Breakdown required by Section 4.08 of the Agreement, the scheduled value of Contractor provided tests shall be 5% of the amount estimated for the Work being tested.

h) In addition to the above testing, and if mechanical, hot water and/or lighting control systems are included in the work, cooperate with the Consultant to complete the commissioning of mechanical, hot water systems and functional testing of lighting controls. Provide a single competent person as the point of contact for all commissioning required in this contract. As applicable, provide workers, equipment, computer programming, fuel, power, means of access, operating instructions and manuals (see Section 01 78 23) and other work required to demonstrate installation, operation, functionality, calibration and other performance criteria of such systems.

## 01 41 16 Laws

1. "Diesel Emissions Reduction Act of 2006 (the “Act”):

   a. Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Conservation Law (ECL) section 19-0323, to be used by the Contractor, its Agents or Subcontractors under this Contract, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of Best Available Retrofit Technology (“BART”) and Ultra Low Sulfur Fuel (“ULSD”), unless specifically waived by DEC. Qualification for a waiver under this law will be the responsibility of the Contractor.

   b. Annually, in the cycle determined by DEC and the Fund, the Contractor shall complete and submit directly to the Fund, via electronic mail, the Regulated Entity Vehicle Inventory Form and Regulated Entity and Contractors Annual Report forms at the Department of Environmental Conservation (“DEC”) website for heavy duty vehicles used in the performance of this Contract for the preceding calendar year. Periodically, as requested by the Fund, the Contractor shall certify and submit the Contractor and SubContractor Certifications form, which states that the Contractor will comply with the provisions of Section 20.23.

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   |---|---|
   | Website: | http://www.dec.ny.gov/chemical/4754.html |
   | Inventory Form: | https://www.dec.ny.gov/fs/docs/spreadsheets/248inventory.xlsx |
   | Annual Report Form | https://www.dec.ny.gov/fs/docs/spreadsheets/248annrptfrm.xlsx |

2. Comply with Labor Law Section 220-h; provide workers certified as having successfully completed the OSHA 10-hour construction safety and health course; and comply with the applicable NYS DOL rules and regulations for monitoring and reporting compliance.

3. Title 10 of the New York Codes of Rules and Regulations (10 NYCRR), Part 4, “Protection against Legionella”

a. If the project involves the installation or modification to a “Cooling Tower” as defined per the NYCRR, the Contractor is responsible to provide maintenance, testing and reporting. These responsibilities begin upon startup and operation of the “Cooling Tower” or anytime it contains water, it shall continue until the date of the end of the “one-year guarantee period” as defined per Section 2.25 of the Agreement.

   i. The Contractor’s maintenance program and testing plan shall be submitted to the Fund, Campus and the Consultant for review and approval.
   ii. The Contractors testing services shall include routine and immediate bacteriological and Legionella culture sampling and analysis as required per the NYCRR. It shall also meet all the requirements in the Campuses “Cooling Tower” maintenance program and plan developed for compliance with 10 NYCRR.
      1. Documentation of all maintenance, testing and reporting of the results shall be provided to the Fund and the Campus.
   iii. Copies of all maintenance and testing records shall be kept on the premises where the “Cooling Tower” is located.

4. Comply with Labor Law Section 220-i, which requires contractors and subcontractors engaged in public work to be registered with the New York Department of Labor.

5. State Finance Law 136-d*2

   a. Contractors shall certify for each of the low embodied concrete mixes utilized on the project that they comply with all the requirements listed in contract documents. Submit an environmental product declaration (EPD), and documentation identifying the Global Warming Potential (GWP) for each of the concrete mixes.

## 01 51 13 Temporary Power for Construction Activities

1. Electrical energy, as/if it exists within the Work area may be used for small power tools, etc. (≤1/2 HP), without metering and at no cost to the Contractor. Usage shall be limited to existing outlets and/or panels within the Work areas shown or as approved by the Campus. The Contractor shall not exceed the capacity of the existing circuits being used. The Contractor shall be responsible for providing all necessary connections, cables, etc. and removal of the same at completion of construction with approval from the Fund. The Contractor shall in no way modify the existing circuits at the panel boards to increase capacities of the circuits. If the required power load exceeds the capacities of the available power sources, the Contractor shall provide and maintain all necessary items to provide temporary power for the project and remove at completion. Install all temporary wiring and equipment and make all connections in conformity with NYS Uniform Fire Prevention and Building Code, National Fire Protection Association, National Electric Code, and all other applicable codes. Make all replacements required by temporary use of the permanent wiring system. Provide ground fault protection.
2. If, for any reason, the permanent power with necessary cable and connections is not available in time to test out the various mechanical and electrical systems of the Project at the time of its scheduled completion, the Contractor shall provide, maintain, and keep in use sufficient temporary power facilities until such permanent power is tied in and fully energized.

1. If the existing building is to be partially occupied during the course of the project, all existing exits except those shown for closure, fire walls, fire barriers and fire protection systems shall be continuously maintained in the occupied phases in compliance with the Fire Code of New York State and as required by NFPA 241 and as recommended in its Annex A, Explanatory Material, or other measures must be taken which in the opinion of the Consultant will provide equal safety. Those portions occupied by the Campus must be available for their use 24 hours a day, seven days a week during the Contract period unless otherwise scheduled in these documents. Comply with all applicable State and Federal codes and regulations. Prior to removal of existing fire walls, fire barriers and fire protection systems, if such removal is part of the work, install equivalent temporary fire walls, fire barriers and fire protection systems. The cost of all labor, fire watches, variances, materials, installations, maintenance and removal of such temporary fire protection systems or modifications to the existing systems are the responsibility of the Contractor. Install permanent fire walls, fire barriers and fire protection systems, if provided as part of the work, as soon as practical and as required by NFPA 241 and as recommended in its Annex A, Explanatory Material.

2. Solid fuel salamanders and heaters shall not be used by the Contractor or any of its subcontractors. For all other salamanders used by the Contractor or any of its subcontractors, attend to their operation with competent persons in each space where in use.

3. All temporary fabric used by the Contractor or any of its subcontractors for curtains, awnings or other uses shall be either non-combustible or flame retarded so that it will not burn or propagate flame.

4. Fire Watch Requirements

a. This section applies to the work in this contact, if any, that 1) disables any fire suppression systems, standpipes systems, fire alarm systems, fire detection systems, smoke control systems and/or smoke vents as defined in Chapter 9 of the Fire Code of New State (FCNYS) or 2) involves welding, cutting, grinding, open torches and other hot work as defined in Chapter 26 of the FCNYS and / or 3) involves demolition activities that are hazardous in nature as defined in the applicable provisions of the Fire Safety During Construction and Demolition chapter of the Fire Code of New York State (FCNYS) in the New York State Uniform Fire Prevention and Building Code. In accordance with Section 901.7 of the FCNYS, for structures that have campus occupancy, either provide a fire watch or perform the work during the hours where the building is scheduled by the campus to be closed. If a fire watch is required, provide all labor that is required. The Contractor shall:

1) Contact the New York State Department of State Office of Fire Prevention and Control (OFPC) at Phone: (518) 474-6746, by email: fire@dhses.ny.gov and obtain its currently amended recommendation for fire watch procedures. Review the OFPC recommendations and notify the consultant if there are significant discrepancies with the requirements of this section.
2) Review the fire watch procedures with the Campus Fire Prevention Program Superintendent, campus alarm monitoring staff, and the fire department prior to disabling a fire protection system. Submit the plan for the fire watch for approval by consultant and campus, and schedule pre-system shutdown meeting with consultant, campus and Fund. The plan should describe how false alarms will be managed and who will be responsible for fire and police departments costs for responding to false alarms.

3) Employ, instruct and maintain competent fire watch personnel. Provide the sufficient number of dedicated personnel that are required to patrol all portions of the means of egress system in the facility in the period of time required.
4) Notify the campus alarm monitoring staff prior to and at the conclusion of the fire watch.
5) Notify the local fire and police departments that the system is “Out of service” and again when the system has been repaired or restored to service.
6) Employ competent personnel to fix the fire protection system(s).

b. Fire Watch Duties: Personnel serving as a fire watch have the following duties:

1) Conduct periodic patrols of the entire facility as specified below.
2) Identify any fire, life or property hazards or the warning signs of fire.
3) Notify the campus alarm monitoring staff and the fire department if a fire is discovered by calling 911 with the exact address and type of emergency.
4) Notify occupants of the facility of the need to evacuate. If the sirens or public address function of the alarm system are still functional, use them to assist with evacuation of the building.
5) Have access to at least one means of direct communication with the fire department. A telephone is acceptable.
6) Maintain a written log of fire watch activities
7) Have knowledge of the location and use of fire protection equipment, such as fire extinguishers. (Note: The fire watch will not perform fire-fighting duties beyond the scope of the ordinary citizen.)
8) Perform no other duties that are not directly part of the fire watch duties.

c. Frequency of Inspections: Fire watch personnel should patrol the entire facility every 30 minutes except in the following situations, where patrols shall be every 15 minutes:

1) The facility contains occupied assembly spaces.

d. Record Keeping: A fire watch log should be maintained at the facility. The log should show the following:
1) Address of the facility
2) Times that the patrol has completed each tour of the facility
3) Name of the person(s) conducting the fire watch.
4) Record of communication(s) to the fire department and monitoring company.

## 01 51 23 Temporary Heating and Cooling

1. Provide temporary HVAC in the entire Work area(s) as soon as practical. Existing HVAC system, if available, may be utilized to provide some or all temporary HVAC.
   a) When the building or significant portion of the building is enclosed, use temporary HVAC to maintain environmental space conditions within specified parameters, to cure or dry completed installations, to protect installed/existing materials from adverse effects of temperatures or humidity levels, and/or to prevent freezing of hydronic systems.
   b) When the building or portions of the building is unenclosed and as required to properly perform the work, protect existing building/work in place, and/or maintain environmental conditions within specified parameters, provide suitable temporary enclosures, weather protection, additional temporary HVAC, and other temporary work.

2. If an existing HVAC system exist within the Work area, it is available for use by the Contractor. It is the Contractor's responsibility to determine if the existing HVAC will be able to provide the minimum temperature and humidity levels required during the work; otherwise, provide a temporary HVAC system(s) as required to supplement deficiencies in the existing HVAC system.
3. Temporary HVAC shall be installed, extended, modified, operated, and maintained by the Contractor until Substantial Completion.
    a) Where existing HVAC systems in the Work area(s) rely on Campus controlled portions, the Campus will continue to operate and maintain their portions in the same manner performed prior to bidding. With Campus permission, Contractor may rebalance Campus controlled portions.
    b) Where existing HVAC systems outside the Work area(s) rely on Contractor controlled portions, the Contractor will operate and maintain its portions in a manner that properly maintains the service required by the Campus and comply with Section 01 18 13 Utility Shutdowns and Cutovers for planned outages. Unplanned outages shall be addressed in the emergency action plan required in Section 01 35 13 Conducting Work. When directed by the Consultant, rebalance Contractor controlled portions as required to provide proper service to systems outside the Work area(s).
4. Temporary HVAC shall be capable of maintaining temperatures between 68°F to 78°F and relative humidity below 55%, unless otherwise specified by the Contract Documents. If materials being installed, finished and /or maintained require stricter temperature and relative humidity's ranges per the material manufacturer(s) written recommendations, provide additional temporary HVAC to provide manufacturer required conditions during the time periods recommended by the manufacturer(s).
5. To monitor and record temperature and humidity levels, provide a minimum of two (2) data loggers per Work area plus one additional data logger for each additional 5,000 square foot of Work area.
    a) The initial location of the data loggers and any relocation required during the progression of the project shall be as directed by the Consultant.
    b) Periodically transfer electronic data, change batteries, and perform other maintenance needed to keep the data loggers functional at all times during the work. Show the locations, date installed, and date moved in records available upon request of the Consultant. Also upon request, provide the electronic data shall to the Consultant.
    c) Data loggers shall be HOBO MX1101 by Onset or equivalent with Accuracy: +/- 0.2C and +/- 2%RH
6. The Contractor is solely responsible for damages to existing/new work, materials and/or equipment within the Work area(s) caused by the failure of the Contractor to maintain the required environmental space conditions temperature and humidity levels. Damaged materials and/or equipment shall be replaced to the satisfaction of the Consultant and at the sole cost and expense of the Contractor.
7. Temporary HVAC systems shall comply with NYS Uniform Fire Prevention and Building Code, National Fire Protection Association, and all other applicable codes.
8. The permanent HVAC system of the Project may be used by the Contractor, with the approval of the Consultant and the Fund, to provide temporary HVAC. In the event the Contractor so uses the permanent HVAC system:
    a) It must place said system in perfect working order and in essentially new condition prior to the Fund's acceptance of the Project.
    b) The period of the guarantee of the permanent HVAC system will commence at the time of the Substantial Completion of the Project.

## 01 51 26 Temporary Light

1. Provide temporary lighting in the entire Work area(s) as soon as practical. Existing lighting, if available, may be utilized to provide some or all temporary lighting. Extend/relocate/modify/maintain temporary lighting to suit progress of work.
2. Provide a minimum of 10-foot candles in the entire Work area(s) as measured at the floor level. In stairs and exit aisles/paths/ways, maintain lighting levels for 24 hours, 7 days per week; in all other spaces, maintain temporary lighting during working hours.
3. All temporary lighting shall comply with the NYS Uniform Fire Prevention and Building Code, National Fire Protection Association, National Electric Code, and all other applicable codes.
4. Unless otherwise directed by the Consultant, operate and maintain temporary lighting until Substantial Completion.

## 01 51 36 Temporary Water for Construction Purposes

1. Water for construction is available through the Campus system without charge to the Contractor from location designated by the College. The Contractor shall obtain the necessary permission, make all connections, as required, furnish and install all pipes, fittings and reduced pressure zone backflow prevention device (tested before use), insulate piping, and remove the same at completion of work. The Contractor must provide for waste water discharge and shall take due care to prevent damage to existing structures or site and the waste of water. All pipes and fittings must be maintained to the satisfaction of the Campus at all times. Temporary water system shall comply with the Fire Code of New York State.

## 01 52 13 Field Office for the Consultant and Contractor

Within two (2) weeks of receipt of the Notice to Proceed, assume responsibility for:

a. Rentals of the existing Consultant and Contractor structures,
b. Existing services, and
c. Providing new equipment listed below at the existing field office space for use by the Site Representative(s):

The Contractor, until all the Work covered by the Contract is accepted by the Fund, shall maintain a temporary, relocatable office structure completely separate from the Contractor's or other field offices on the site, with interior sanitary facilities, including a lavatory supplied with hot and cold water and a flush toilet, a heating system, a lighting system, internet access, and a separate telephone service. Maintain an existing structure (used during Phase 1) in compliance with Section 3113 of the Building Code of NYS and the Fire Code of New York State. Provide certification insignia from New York Department of State that certifies trailer unit is code compliant. This structure shall be for the exclusive use of the Consultant. The Contractor shall bear the cost of providing furniture for, maintaining, keeping clean, and, at the completion of all work, removing such structure and its furniture, fixtures and equipment, disconnecting the temporary power, water, and sanitary connections, and restoring the site. The structure is of such size and furnished and equipped with such facilities as are hereinafter listed:

Within two (2) weeks of receipt of the Notice to Proceed, provide for the services and new equipment listed below at the existing field office space used by the Site Representative(s):
1. Provide (3) three cellphone(s) with unlimited wireless and data services equivalent to <specify>.

2. Provide one (1) “all-in-one” printer/copier/fax/scanner with networking capabilities similar to <specify> with network and phone devices, cables, toner cartridge(s), and monthly service contract for the duration of the job.

3. Provide one (1) drinking water cooler with water and disposable cup supplies for the duration of the project.

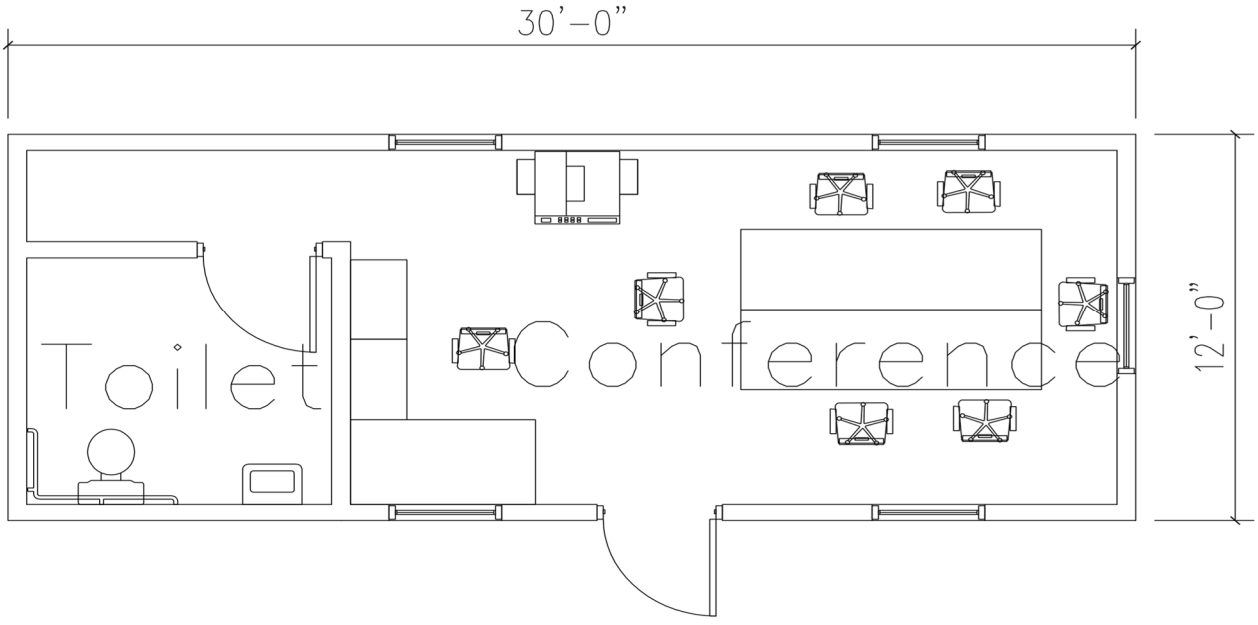
4. Provide supplies as follows: <specify>

a. For each month in the scheduled duration, provide (1) one box of copier paper with letter size, and (1) one with 11 x 17 size.
b. Provide a service contract for existing photocopiers and printers <specify>, including all toner cartridge(s) and monthly service contract for the duration of the job.

All of the above items are to become the exclusive property of the Campus at the end of the project. Prior to purchase, submit detailed information for the above items to the Consultant for approval. Prior to removal of any computer equipment, phone, tablet and/or data storage device, the Contractor shall provide the services of a firm experienced in computer services to visit the field office when directed by the Consultant, permanently erase and delete all data stored on such equipment and demonstrate to the Consultant that all data has been permanently deleted. The Contractor is not responsible for all expendable office supplies except for those specifically noted above.

The Contractor, until all the Work covered by the Contract is accepted by the Fund, shall provide and maintain a temporary, relocatable office structure completely separate from the Contractor’s or other field offices on the site, with interior sanitary facilities, including a lavatory supplied with hot and cold water and a flush toilet, a heating system, a lighting system, internet access, and a separate telephone service. Maintain the structure in compliance with Section 3113 of the Building Code of NYS and the Fire Code of New York State. Provide certification insignia from New York Department of State that certifies trailer unit is code compliant. This structure shall be for the exclusive use of the Consultant. The Contractor shall bear the cost of constructing, furnishing, maintaining, keeping clean, and, at the completion of all work, removing such structure and its furniture, fixtures and equipment. The structure shall be of such size and furnished and equipped with such facilities as are hereinafter listed:

1. Minimum of 360 sq. ft. as shown below:



2. Office furniture shall be new and consist of the following items:
   a. Three (3) desks equal to HON model number H38934 with center draw and side return H38943R, and three (3) swivel desk chairs HIWMl.
   b. Three (3) desk cabinets similar to HON Hl9723R and Hl9823R. Provide racks and ten hanging folders in each file drawer.
   c. Three (3) Desktop PC (equivalent to Dell Inspiron 5000) with dual monitors (equivalent to 24 inch with Inspiron and Dell 19 monitor); and four (4) IPad current generation 128 GB of storage with docking stations, wireless mouse and keyboards, and an unlimited data plan from Notice to Proceed until 6 months following Substantial Completion.
      a. Provide a desktop subscription(s) to AutoDesk (or equivalent software service contractor is utilizing) for the software need to review coordinated drawings.
      b. Provide monitor stand, mounting hardware, keyboard, mouse, mouse pad, speakers, HDMI cables, USB cables, other cables for a fully functional system,
      c. Provide Windows 11 and Office 365 subscriptions.
      d. Provide surge protection station, connections to printer and copier, and an internet connection.
      e. Provide setup and service contracts/subscriptions for all hardware and software for the duration of the job from a firm experienced in computer services.
   d. One (1) "all-in-one" copier/fax/scanner with networking capabilities similar to Canon ImagePress C710CA with network and phone devices, cables, toner cartridge(s), and service contract for the duration of the job.
   e. Provide one (1) printer, with printer cables and network cards equal to HP LaserJet Enterprise 700 color MFP M775z.
   f. Three (3) touch-tone phones (one phone shall have speaker phone capability).
   g. Two (2) 24” x 72” conference tables equal to HON model number HMT2472G and HMBFLIP24L .
   h. Six (6) conference table chairs equal to HON model number HIGS6.
   i. Two (2) four-drawer legal size file cabinets similar to HON model number H9194R. Provide racks and ten hanging folders in each drawer.
   j. One (1) four shelf bookcase equal to HON model number HS60ABC.
   k. One (1) 48“ by 36” wall mounted dry erase board and one each red/blue/green/black markers.
   l. Two (2) trash baskets.
   m. Two (2) 5-lb. ABC fire extinguishers.
   n. One (1) drinking water cooler with water and disposable cup supplies for the duration of the project.
   o. One (1) wall-mounted 55 inch monitor with cables and network cards equivalent to Dell 55 4k Conference monitor C5519Q.
   p. Ten (10) 32 GB Flash Drives
   q. Push broom, mop, janitor’s bucket and two (2) exterior entrance rugs and two (2) interior entrance rugs.
   r. Supplies as follows: For each month in the scheduled duration, provide <2> boxes of copier paper (<1> with letter size, and <specify> with 11 x 17 size).
   s. One (1) desk lamp with replacement bulbs for each.
   t. One (1) 3'x5' tack board and four boxes of tacks.
   u. One (1) tape dispensers with 12 boxes of tape.
   v. One (1) stapler with 10 boxes of staples and two (2) staple pullers.
   w. One (1) electric pencil sharpeners.
   x. One (1) 3-hole punchers.
   y. Six (6) hard hats, adjustable, plus safety glasses and vests.

3. Toilet facility - one unisex toilet room.

4. Heating, ventilating and air conditioning sufficient to heat and cool the entire trailer, including all required power, data, interior and exterior lighting, utility connections, disconnections and utility costs for the duration of the project.
5. Security grates for all windows; dead bolts on all doors or other acceptable secure locks.
6. Insulated skirting from bottom of unit to grade, around entire unit. Skirting is to be 2' x 4' fire retardant, decay resistant wood framing with 2" rigid insulation type SM and white ventilated vinyl siding to match unit.
7. Snow removal as specified in Section 01 55 29, Staging Area and Storage of Materials.
8. Weekly janitorial services
9. Cellphones – Three (3) Smartphone (Samsung Galaxy current generation) with unlimited data/text/voice, insurance protection. Shall be from Notice to Proceed until 6 months following Substantial Completion.10. Separate unlimited data internet service by DSL, cable, fiber or 4G wireless with modems, routers, access points, and connections for all internet connected equipment provided in the field office plus concurrent wireless access for at least ten (10) additional users. Download speed shall be at least 25 megabits per second and upload speed shall be at least 10 megabits per second.

11. All of the above items are the exclusive property of the Contractor and are to be removed from the site at the end of the project. Prior to purchase, submit detailed information for the above items to the Consultant for approval. Prior to removal of any computer equipment, phone, tablet and/or data storage device, the Contractor shall provide the services of a firm experienced in computer services to visit the field office when directed by the Consultant, permanently erase and delete all data stored on such equipment and demonstrate to the Consultant that all data has been permanently deleted. The Contractor is not responsible for all expendable office supplies except for those specifically noted above

## 01 52 19 Temporary Sanitary Facilities

1. The Contractor shall install, maintain and, at the completion of all Work or at such earlier time as the Consultant may approve, remove temporary sanitary facilities. From the commencement of Work until the frame of the structure, if the Project involves a structure, is erected, such facilities shall be of the chemical type, shall be placed at locations approved by the Consultant and shall be screened from the Campus population/public. As soon as the frame of the structure has been erected, water supply and sanitary drainage connections shall be promptly made by the Contractor and temporary toilets, using the permanent piping system of the structure, shall be installed by the Contractor and maintained by it until completion, at which time they are to be removed by it. Permanent toilets and room finishes installed under the Contract shall not be used during construction of the Project unless the Contractor has an approved plan for periodic custodial services that maintain toilets and finishes in like new condition until their acceptance by the Fund.

a. The amount of sanitary facilities required shall be based on the total number of workers employed on the Project and shall be in accordance with the provisions of the Health and Sanitary Codes of the State of New York. Maintain all units in a clean and sanitary condition. At the minimum, clean on a weekly basis, and more often as required by the applicable sanitary codes for this occupancy.

Provide all toilet supplies as required, including toilet paper, soap, paper towels, and waste receptors.

## 01 54 13 Use of Elevator(s) for Construction (not permitted)

## 01 55 19 Temporary Parking

1. Unless otherwise specifically noted, there is no free parking available on Site. The Contractor and its employees shall be subject to all the rules and regulations of the SUNY Campus, including parking regulations. Parking violations are subject to fines and are the sole responsibility of the Contractor or its employees. Parking within Contract limit lines as shown on the drawings will be at no cost for the Contractor and its employees. However, if there is not enough space for all its employee parking and /or its employees choose on their own to use Campus parking spaces, additional Contractor employee parking may be permitted and arranged within Campus parking lots on a limited basis, as approved by the Campus and subject to applicable Campus traffic regulations and parking fees.
   a. Refer to Cornell University General Requirements for additional requirements, bound behind this Section in Reference Documents.

2. All vehicles are required at all times to be registered with the Campus' Public Safety Unit. Campus roads are subject to the New York State Vehicle and Traffic Laws, which shall be followed at all times by the Contractor's vehicle operators. All unlicensed work vehicles used by the Contractor shall be moved on Campus roads through one of the following methods only:

   a) Escort the unlicensed vehicle with two licensed vehicles with flashers, one in front and one behind the unlicensed vehicle.
   b) Transport the unlicensed vehicle on a licensed flatbed or other licensed transport vehicle.
3. All costs associated with temporary parking, both direct and indirect, shall be considered included in the base bid. Costs may include staging area improvements, permits, wage premiums, and contractor time, labor, effort, etc.

## 01 55 26 Traffic Control during Construction

1. With the award of a Contract the Campus will, unless otherwise specified, designate the sections of roadway under Contract a Restricted Highway pursuant to Section 104A of the Highway Law and Section 1625 of the Vehicle and Traffic Law. Pursuant to these legal sections, the Campus has the authority to (1) establish maximum and minimum speed limits at which vehicles may proceed along any such Restricted Highway; (2) establish weight and dimension limits of vehicles; (3) regulate the use of such Restricted Highway by pedestrians, equestrians, and animals; (4) regulate parking, standing, stopping, and backing of vehicles; (5) control persons and equipment engaged in work on such highway. When used on such Restricted Highways, all contractor-provided traffic control devices shall be considered as official traffic control devices and shall conform to the MUTCD. Signs indicating such restrictions shall be placed at such points as deemed necessary for the safe use of the Restricted Highway. The traveling public and Contractor must observe and comply with these restrictions, as posted, except that the Contractor may be allowed greater latitude with respect to size and weight of construction equipment.

2. The Manual on Uniform Traffic Control Devices (MUTCD) consists of the Manual on Uniform Traffic Control Devices for Streets and Highways (approved by the FHWA) and the New York State

Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways, as currently amended. These documents prescribe standards for the design, location, use, and operation of traffic control devices required by this work.

3. Prepare and submit Temporary Traffic Control plans. Plan shall be prepared by persons knowledgeable (for example, trained and/or certified) about the fundamental principles of Temporary Traffic Control and work activities to be performed. Traffic control planning shall be completed for all road construction, utility work, contractor operations, and incident management prior to occupying the Temporary Traffic Control zone.

4. The Contractor shall provide all temporary signage for traffic control when necessitated by the Work in conformance with the MUTCD. Lane closures on Campus roads shall be permitted provided the Contractor maintains one lane with full access and provides radio equipped flaggers in compliance with NYS DOT "Standard Specifications".

## 01 55 29 Staging Area and Storage of Materials

1. The Contractor shall store materials and equipment within the Contract Limit Lines as designated on the drawings or as approved by the Consultant, and in compliance with the Fire Code of New York State and Section 302 Property Maintenance Code of New York State. Sequence and manage the Work to account for the extremely limited space for storage and work-related activities provided in the available staging area.
2. All materials shall be stored in a neat and orderly manner and shall be protected against the weather by a weatherproof temporary storage facility or trailer. Protect material during shipping against any damage from weather, including road salt.
3. Security for stored materials shall be the responsibility of the Contractor.
4. Storage of materials is not permitted on the roof of any building.
5. The Contractor, at its expense and in compliance with the Fire Code of New York State, will be permitted to place its storage, trailer/field office(s) with appropriate utilities, and other temporary structures within the Contract Limit Lines as indicated on the drawing or as approved by the Consultant. Prior to installing and/or relocating any such structure, provide a layout showing separation distances in accordance with NFPA 241, Table 4.2.1.
6. Access to the construction Site for delivery of materials and equipment shall be as indicated on the drawings or as approved by the Consultant. Temporary parking for the loading and unloading of the same shall be arranged with prior approval of the Campus.
7. The Contractor shall always keep access routes, and parking and staging areas clean of debris and other obstructions resulting from the work.
8. If petroleum products are brought on Campus in stationary containers of 55 gallons or larger, the Contractor shall provide a certification to the Campus, stamped by a professional engineer currently licensed in New York State, that product storage, spill prevention, training, testing, inspections, handling and dispensing methods are incompliance with all applicable federal and state rules and regulations, including EPA rule 40 C.F.R. Part 112. The Campus may add the contractor's certification(s) to their Oil Spill Prevention Control and Countermeasure (SPCC) Plan as an amendment. This certification shall be provided to the Fund two weeks ahead of any product or container(s) delivery and the Campus shall be notified promptly of the removal of any container(s).
9. Prior to utilization on this project, the locations of cranes, mixers, boom trucks, forklifts, welding machines, generators, field offices, workbenches, cutters, hose lines, etc., must be reviewed in a pre-installation meeting with the Consultant. In addition, submit a complete lifting procedure safety plan,

operator's license, an annual inspection report, and a current inspection certificate for each crane, boom or lift proposed. Prior to and during any lifting, properly erect, remove, maintain and replace any required safety and/or traffic barriers.

10. Provide a chain link fence around staging, storage, parking, etc. areas that is 8'-0" high. Cover all fence fabric with black closed mesh woven polypropylene with 95% blockage and finished with binding and grommets. Reinforce posts and add additional posts and braces as required to support the additional wind load created by installation of the fabric. Secure fabric at 2'-0" by 2'-0" grid intervals and inspect and repair all attachments points monthly. Tears or holes greater than 6" in one dimension shall be repaired weekly. Minimum post size shall be as required for a 70 mph wind. Gates shall be a minimum of 20 feet across, double swing leaves with a drop rod to secure them in place while in the closed position. All gates shall include heavy duty padlocks, keyed alike, with 10 spare keys for each given to the Consultant for distribution. Provide continuous top and bottom rails. All areas within the fence shall have all grass, weeds, etc. mowed when it exceeds 6" in height. Contractor shall clear snow as necessary within fenced areas. Snow from within the fenced areas shall be moved outside the fenced areas, transported and legally disposed of offsite. Snow outside the Contract Limits will be removed by the Campus. Set fence posts and supports in the manner that facilitates the removal of snow by the Campus. True and plumb the fence posts on a monthly basis.

    a. Refer to Cornell University General Requirements for additional requirements, including graphic fence scrim, bound behind this Section in Reference Documents.

11. Use of Site: Limit use of Project Site to areas within the Contract limits indicated. Do not disturb portions of Project Site beyond areas in which the Work is indicated. The use of drone(s) during Work on Site is contingent on written approval from the Campus.

12. Contractor shall clear extraneous matter (snow, precipitation, wind bourn organic matter, bird/animal carcasses, etc.) from Work areas as necessary to perform work. Extraneous matter from within the Work areas shall be moved outside the Work areas, transported and legally disposed of offsite. Extraneous matter outside the Contract Limits will be removed by the Campus.

13. Contractor shall clear the pedestrian walkways & access ways of snow along all perimeter locations. Contractor is also responsible for keeping clean and year round maintenance of all temporary pedestrian walkways surrounding the project Site. Snow outside the above areas and Contract Limits will be removed by others. Snow removal must be completed no later than 6:30 am each day (Off-hour Work shall be included at no additional charge).

14. Contractor may arrange for use of the existing building loading dock by arrangement with the University Project Coordinator. Time for access shall be approved by the Campus. Loading and unloading at loading dock is to be coordinated with the University Project Coordinator.

15. Provide any extra reinforcement or modification required to the foundations, steel, concrete, curtain wall, roofing, or any other building component to accommodate the delivery of permanent machinery or equipment, or to accommodate any temporary equipment required by the Contractor for hoisting or for other means and methods of construction. Any such modifications to the Contract Documents shall be signed and sealed by a licensed New York State engineer and submitted for review by the Consultant.

## 01 56 19 Noise Mitigation Measures

1. Employ the following measures during the Work of this contract:

2. Maintain all construction tools and equipment so that they operate at normal manufacturer's operating specifications, including at peak loading. Maintain noise created by tools and equipment below the levels in the noise level guidelines in the Federal Highway Administration Roadway Construction Noise Model User's Guide, as currently amended, page 3 (the Guide). If an individual piece of equipment exceeds the level specified in the Guide, then either perform maintenance to demonstrate a good faith effort, notwithstanding the model year of the equipment, to mitigate the noise by a measurable level acceptable to the Consultant, or to replace the equipment with equipment that complies with the level in the Guide.

3. Equip all tools and equipment being operated on Site with the appropriate manufacturer's recommended noise reduction device(s), including a muffler and jacket, free from air or exhaust leaks.

4. Equip specialized vehicles with noise-insulating material that does not interfere with the engine operation and/or other manufacturer recommended techniques to reduce noise. Prevent all unnecessary vehicle engine-idling on Site. Equip all vehicles with the installation of quieter backup warning devices where permitted by OSHA.

5. Cover portable compressors, generators, pumps and other such devices with noise-insulating fabric, employed so as not to interfere with engine operations, or employ other manufacturer recommended techniques to reduce noise.

    a) Implement a formal noise mitigation training program for all field-worker supervisory personnel including sub-contractor supervisors. Supervisory personnel shall field-train all field workers in an effort to minimize construction noise.

    b) Cooperate with the Campus to coordinate the Work whenever possible so as to minimize the impact on the facility and use quieter devices and other noise mitigation methods, such as blankets and barriers.

6. Noise and vibration control: Prevent the nuisance of noise and vibration to occupants of adjacent spaces, buildings and of surrounding facilities, and provide sufficient means and equipment for minimizing noise. Nuisance work creating vibration velocity levels exceeding 70 VdB (such as rigging and moving heavy material and equipment, pile driving, drilling and demolition of concrete, steel, masonry, etc.) must be conducted in accordance with Cornell University General Requirements bound behind this Section in Reference Documents.

    a. For other work besides such nuisance work, to minimize disturbance to adjacent spaces occupied by the Campus, a daily “Quiet Period” will be required when the adjacent spaces are occupied by the Campus. The “Quiet Period” will be from 9:00 AM to 6:00 PM, during which time the Contractor will be restricted to performing only work producing less than 65 decibels and less than 65 VdB in any campus occupied area adjacent to the work area. Occasional cyclic vibrations with duration greater than 2 seconds of not more than 0.15 in/sec may be permitted if the Contractor demonstrates that such work is not disturbing to occupants. Use sound and vibration meters daily as needed to monitor and enforce compliance with this

restriction. Provide a person(s) trained in the use of the sound meters to perform continuous monitoring and with authority to stop work that produces noise at 65 decibels or higher. Do not rely on notice from the campus or others regarding noise exceeding this requirement.

b. At any time during the work, noise shall not exceed 90 dBA in hour and vibrations shall not exceed 90 VdB.

## 01 57 23 Storm Water Construction Responsibilities (Permit not required)

1. Provide the erosion and sediment controls and best management practices required to prevent soil or vegetative materials from leaving the Contract Limit Lines due to erosion by wind or water. The Contract Limit Lines shall include the entrances to the existing and proposed storm sewer system shown on the documents. Attend a pre-construction meeting to discuss compliance with the Campus and the consultant. Provide a Qualified Inspector to provide weekly inspections, provide written reports, and notifications to the Owner as applicable.

a) The Contractor shall schedule and sequence the Work so that the exposed, unprotected surface area of any earth material that is subject to erosion by wind or water will be kept at a minimum. At all locations, initiate the installation of permanent erosion control work at the earliest possible time prior to and during construction work.

b) All material eroded by wind or water from within the Contract Limit Lines shall be retrieved by the Contractor. All siltation deposits in storm sewers, surface waters streams or wetlands resulting from the discharge water from the project Site shall be removed to restore profiles and conditions to that existing prior to the commencement of the work. All catch basins within the Contract Limit Lines shall be cleaned prior to the start of site work and upon completion of the project.

c) The Contractor shall keep traveled ways outside the Contract Limit Lines free of foreign objects and other items that may fall from vehicles. Promptly remove materials spilled or dropped from the undercarriage or wheels of any vehicle traveling along or across any such way.
   i) On a daily basis for the duration of the earthwork, employ an experienced firm to clean pavements and roadways with a New York State licensed vacuum sweeping vehicle (Elgin or equal) that has low drive-by noise levels, is capable of sweeping debris into a vacuum nozzle with mechanical brooms located underneath the machine, has a vacuum system powered by an auxiliary engine, has a separate debris hopper and employs water for dust suppression.

d) Disturbed areas or stockpiled materials that will not be restored or redistributed within 21 days shall be stabilized within 14 days by use of mulching, seeding, geo-textile fabric or other approved methods.

e) The Contractor shall continue to address sedimentation and erosion control issues related to the Contract through the final acceptance of the Site.

## 01 58 13 Project Sign

1. No Contractor identification signage shall be erected or hung from fencing or other construction without the approval of the Fund. Contractor shall provide specific text, size, location, and number of signs for approval of the Fund.
2. The Contractor shall furnish, erect and maintain, at the Site of the work, the exact location thereof to be designated by the Consultant, a construction sign, in the form prescribed by the Contract Documents, containing the title of the Project, the Fund's name, the names of the Consultant, Contractor and subcontractors engaged in Work on the Project and such other data and information as may elsewhere be prescribed in the Contract Documents.

## 01 60 00 10 U.S. Steel

1. All structural steel, reinforcing steel, or other major steel items to be incorporated in the Work shall, if this Contract is in excess of $100,000, be produced or made in whole or substantial part in the United States, its territories or possessions. Upon request from the Consultant, provide information from suppliers, fabricators and installers identifying the place of manufacturer and the country of origin for all steel items incorporated into the work.

## 01 60 00 20 Non-Asbestos Products

1. All materials specified herein shall contain no asbestos.
2. Provide "Contains No Asbestos" permanent labels applied to the exterior jacket of all pipe insulation at 20 foot intervals with a minimum of one (1) label for each service in each Work area.
3. The use of vermiculite in products and systems installed in the Work is acceptable if the product /system manufacturer provides the MSDS sheet showing that no asbestos is present and submits a certification of the origins of the vermiculite showing that it is not from a mine contaminated with asbestos.

## 01 60 00 30 Products

1. All products shall be new and installed on the project within one year of manufacture, and no recycled, reconditioned, or reused products shall be used unless expressly noted otherwise in the technical specifications.

## 01 64 00 Campus-Furnished Products

1. The Campus will furnish products from the named manufacturer(s) indicated below that are currently available using New York State Office of General Services (OGS) Procurement Contracts (State Contract) in existence on the day bids are received.

    a) 08 71 00 "Door Hardware" Lock cores and keying
    b) 10 14 00 "Signage": Building signage.
    c) 10 28 13 "Toilet Accessories" Toilet paper dispensers; Paper towel dispensers; soap dispensers; waste receptacles
    d) Division 27 – Communications : Jacks and Faceplates by Panduit; Patch panels; Switches; Wireless Access Points
    e) Division 28 – Security: Surveillance cameras.

2. Except for furnishing the products indicated above, the Contractor will be responsible for using, performing, installing, furnishing and supplying of all materials, equipment, skill and labor of every kind, incidentals, and also those things which may be reasonably inferable from the Contract Documents as being necessary or proper for or incidental to the successful completion of the systems into which the products are installed; and the Contractor will be responsible for carrying out of all duties and obligations imposed by the specification sections that include Campus furnished products. The Contractor's responsibilities are same as if Contractor had furnished the products, including providing other products from the named manufacturers that are not currently available on State Contract, which are necessary for the complete installation of the systems specified.

3. The named manufacturer shall review its makes or model numbers and/or other designations listed in its State Contract and it shall allot all the Work required of it in this Contract between its existing State Contract and its subcontract with the Contractor. Whatever the allotment, the named manufacturer acknowledges that it will make its Work complete and operational and in compliance with good practice and it agrees that inadvertent minor discrepancies or omissions shall not be the cause for additional charges or claims.

    a) The Fund, Campus and the Consultant assume no responsibility whatever for this allotment, except that the Campus agrees to purchase the named manufacturer's products using the State Contract.
    b) The named manufacturer shall provide a list of the products, in the form prescribed by OGS, which the Campus will provide from State Contract.

    c) At the time the Campus furnished products are required for the work, if such products are no longer available on State Contract, the Contractor shall provide comparable products of the named manufacturer and, in such event, the Contract consideration shall be increased by an amount to be determined in accordance with the provisions of Section 4.02 of the Agreement.

4. Employ competent and suitable workers and equipment which meet the quality assurance recommendations and requirements of the named manufacturer and the specifications. Work involving installation of fire alarm system components shall be performed by a firm currently licensed by the NYS Department of State, Division of Licensing Services. Provide labor and equipment for receiving, unloading, handling, storing, protecting, and installing Campus-furnished products, including making building services connections to Campus networks, system adjustment and calibration, system testing and acceptance, programming related to software and graphics, training of Campus staff, and other services specified.

5. Provide shop drawings, devices counts, field measurement and other submittal information specified. Examine the Work areas and Contract Documents to confirm suitability of products, number and type required and submit detailed list of products, devices and accessories for review. After approval of the list, resubmit it incorporating corrections, if any, requested by the Consultant. Campus will use the list to place the State Contract order. Allow up to 4 weeks for the Campus to finalize the order and 12 weeks for delivery of items in the order in the Time Progress Schedule.

6. Provide accessories, trim, finish, fasteners, and other material needed for a complete installation and indicated use and effect for the products provided by the Campus. Provide construction means, methods, equipment, etc., compatible with products provided by the Campus. If a dispute arises over concurrently selectable but incompatible products, the Consultant will determine which products shall be used.

7. Take delivery, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with the named manufacturer's written instructions.

    a) Schedule delivery with the Campus to minimize long-term storage at Project Site and to prevent overcrowding of construction spaces. 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.

    b) Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected. Store products to allow for inspection and measurement of quantity or counting of units. Store products under cover in a weather-tight enclosure above ground, with ventilation adequate to prevent condensation. Comply with named manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage. Protect stored products from damage and liquids from freezing.

8. Warranties specified shall be in addition to, and run concurrent with, other warranties required by the State Contract.

## 01 66 00 Equipment Storage and Handling Requirements

1. Store equipment in accordance with the manufacturer's recommendations, including, but not limited to, providing anti-condensation heaters for electrical or other equipment, or other temporary measures to mitigate impact of environmental conditions in the storage location when such conditions vary from manufacturer recommendations. In addition to the requirements of the technical specifications and Sections 4.13 and 4.14 of the Agreement, for equipment that is stored, delivered and/or installed for Work not yet accepted by the Fund, provide and maintain a preventive maintenance log (Log) that documents maintenance activities performed. (See Sections 4.13 and 4.14 of the Agreement, which requires the Contractor to perform these maintenance activities.)

2. In the Log, list equipment individually. For equipment listed, list the manufacturers' recommended maintenance activities; recommended maintenance tools, lubricants, parts and other items needed to perform maintenance; recommended frequency for performing maintenance activities; the qualifications of the workers performing the maintenance activity; anticipated/scheduled dates for performing the maintenance activity; the actual date the maintenance activity was performed; the name of the Contractor's employee who supervised performance and other information requested by the Consultant. See sample layout below:

| preventive maintenance log | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Equipment | manufacturers' recommended maintenance activities | maintenance tools, lubricants, parts and other items | frequency of activity | qualifications of the workers | anticipated/ scheduled dates | actual date performed | Name of supervisor | Other | Comments |
| Item name | Lubicate lubrication points | ISO Grade 32 synthetic lubricant | after each 50 hours of use | Trained in accordance with manufacturer's guidelines | xx/xx/xxxx | xx/xx/xxxx | Mr. Contractor | | May need to perform every 25 hours due to jobsite environmental conditions |

a. Prior to delivery of equipment to the Site or storage location, submit the Log to the Consultant for approval.
b. After delivery of equipment, upon periodic requests of the Consultant, submit the Log for inspection and review.
c. Prior to acceptance of equipment, submit the Log showing all maintenance activities completed for the equipment proposed for acceptance.
d. Provide timely notification and access for the Consultant and the Fund to witness any preventive maintenance activities listed in the Log.
e. In addition to the above maintenance, where equipment or systems are used during construction for temporary purposes (such as heating, cooling, or other construction uses), provide additional maintenance, cleaning and other activities recommended by the manufacturer for the environmental conditions in which their equipment operates.

## 01 71 23 Field Engineering **(not applicable)**

## 01 71 36 Non-Destructive Building Examination

1. Prior to drilling, coring, cutting or demolishing existing or previously installed substrates, such as concrete and masonry, employ an experienced firm to investigate and locate items concealed in substrates that may be impacted by the work. Locate items such as reinforcing bars, tendons and other structural steel; conduits, piping, ducts and other concealed trade work; voids, substrate thickness and layers; and other concealed conditions within the substrates. Locate by scanning existing substrates with a radar system having a 2.7 GHz antenna (or equivalent system appropriate for the work). As concealed items are discovered and as needed to coordinate with new work, mark out location of such items on the substrate surfaces. Record and save all electronic data acquired during the scanning. If conditions are discovered that differ substantially from those anticipated, provide all electronic data to the Consultant with the notice required by Section 2.12 of the Agreement.

## 01 73 00 10 Information required for Rebates, Grants, Awards and/or other Programs

1. In addition to Section 4.11 of the Agreement, for the Work listed below, provide invoices, receipts and other documents from suppliers, subcontractors and others to whom the Contractor has allotted any portion of the work. Such invoices, receipts and other documents shall be originals as provided by the suppliers, subcontractors and/or others. In addition, all invoices, receipts and other documents shall have the complete and proper information required for the applicable rebate, grant, award or other program. To avoid withholding of progress payments, submit samples of invoices, receipts and other documents showing the required information and revise samples as directed by the Consultant.
2. Section 01 73 00 10 applies to the following work: NYSERDA

## 01 73 29 Cutting, Patching and Repairs

1. The Contractor shall do all cutting, fitting, and patching of its Work that may be required to make its several parts come together properly and fitted to receive or be received by work of other

Contractors as shown upon or reasonably implied from the Drawings and Specifications for the completed project.

2. Any cost caused by defective or ill-timed Work or service disruption shall be borne by the party responsible therefor. Except as otherwise expressly provided in the Contract Documents, the Contractor shall not cut or alter the work of any other Contractor or existing work without the consent of the Consultant and the Fund.

3. Existing construction finishes, equipment, wiring, etc., that is to remain and which is damaged or defaced by reason of Work done under this Contract shall be restored by the Contractor to a condition satisfactory to the Fund, or replaced with new, at no additional cost.

4. Existing surfaces, materials, and Work shall be prepared as necessary to receive the new installations. Such preparatory work shall be as required by the conditions, and in each case shall be subject to approval by the Consultant and the Fund.

5. Newly exposed work or surfaces which are presently concealed shall be made to match existing corresponding or adjoining new surfaces as directed, and the materials and methods to be employed shall be subject to approval by the Consultant and the Fund.

6. All new, altered, or restored Work in the building and on the Site shall match existing corresponding work in the material, construction finish, etc., unless otherwise specified or required by the drawings.

7. Holes, openings, gaps and voids created by removals shall be filled solid to match existing corresponding or adjoining new surfaces as directed, and the materials and methods to be employed shall be subject to approval by the Consultant and the Fund.

8. Do not cut and patch structural elements in a manner that would reduce their load carrying capacity or load-deflection ratio. Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

9. If possible, retain the original installer or fabricator employed under this Contract to repair, cut and patch exposed Work or, if it is not possible to engage the original installer or fabricator, engage another recognized experienced and specialized firm acceptable to the Consultant.

10. Where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required to minimum disturbance of adjacent surface. Temporarily cover openings when not in use. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

11. Where removal of walls or partitions extends one finished area into another: Patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance; Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance. Where patching occurs in a smooth painted surface: extend final paint coat over entire unbroken surface containing the patch, after the patched area has received.

12. Where the extent of patching of portions of the Project is significant and the need for this significant patching is due to the Contractor's means and methods, skill and labor, equipment operations, sequence of trades, lack of temporary protective facilities and/or other actions during the performance of the work, then the significant patching shall be replaced with new work.

    a. The Consultant will determine if patching must be replaced with new work using the following process.

        i. Step 1: The Consultant will evaluate the risks associated with the Patching (such as water or water vapor infiltration into the work), the esthetic impact of visible Patching, the impact that Patching has on future maintenance, custodial or other Campus operations and/or other objective criteria that it may deem reasonable during the evaluation of the Patching. Based on this evaluation, the Consultant may recommend moving on to Step 2.

        ii. Step 2: The Consultant will count and measure the amount of Patching using the most reasonable unit of measurement applicable. The sum of these counts and measurements will be the total amount of Patching.
            1. The Consultant will determine the overall limits (Limits) of the portion of the Project with the Patching. The Limits will include all the Patching counted and measured above plus reasonably adjacent portions of the Project that may be without Patching.
            2. The Consultant will measure the Limits using same unit of measurement used to measure the Patching. This quantity will define the extent of the Limits of the portion of the Project with the Patching.
            3. Using the figures calculated above, the Consultant determines the number of Patches and the percentage of Patching that exists within the Limits. The Work within Limits shall be replaced with new Work if:
            4. If the number count of Patches within the Limits exceeds 2 (two) per 100 (one hundred) square feet (or other appropriate unit of measurement), or
            5. If the percentage of Patching exceeds 15% (fifteen percent) within Limits.

    b. The Consultant will determine the reasonable extent and type of Work required to replace the Patching and issued detailed drawings and instructions to the Contractor for its use in completing the corrective work.

## 01 74 00 Clean-Up

1. Periodic Cleaning: The Contractor shall at all times during the progress of the Work keep the Site free from accumulation of waste matter or rubbish and shall confine its apparatus, materials and operations of its workers to limits prescribed by law or by the Contract Limit Lines, except as the latter may be extended with the approval of the Consultant and the Fund. Provide cleaning and waste disposal in accordance with the Fire Code of New York State and as required by NFPA 241 and as recommended in its Annex A, Explanatory Material. Cleaning of the structure(s), once enclosed, must be performed daily and removal of waste matter or rubbish must be performed at least once a week unless more frequent performance is required by NFPA 241 and recommended in its Annex A, Explanatory Material.

a. If open topped dumpsters are within 35 feet of any structure, empty and remove combustible contents from these dumpsters at the end of each shift.

b. Provide periodic pest and vermin control as required to deliver the completed building completely free of any infestation.

c. Waste Disposal: Do not dispose of, bury, or burn waste materials on-Site. Grinding of concrete, asphalt or masonry for disposal shall not occur on-Site. Do not wash waste materials down sewers or into waterways.

d. Demolition and removal Work on Site shall be limited to the minimum work required to create debris that allows for reasonable handling and transport. Additional work on debris, such as grinding, cutting or crushing, which may be desired by the Contractor to make the material ready for reuse off-site, shall be performed off-site.

e. Prior to installation of ceilings, inspect all above ceiling areas and leave the completed above ceiling work and areas without the need of further cleaning of any kind and with all Work in new condition and perfect order.

f. In addition to and in coordination with testing and cleaning specified in Divisions 2 through 48 inclusive, periodically flush and clean air and fluid new and existing systems in portions (sections) as the Work is installed. Flushing and cleaning of existing systems is limited to portion modified in this Work and portions shut down by this project (dead legs), where such portions were left without flow. Such dead legs shall be flushed and cleaned prior to restoration of use.
    i. Submit a flushing and cleaning plan to the Consultant for approval prior to beginning installation of a system.
    ii. Unless otherwise approved by the Consultant, select portions of systems for cleaning in a manner that limits the maximum size of a portion cleaned in a single effort to an individual riser, to individual floor system and to not more than 1,000 linear feet in length of the installed portion of a riser or individual floor system, whichever is less.
    iii. Where portions of systems are excluded from the portions being cleaned, provide all additional Work required to functionally extend systems around the excluded and/or uncompleted portions and to fully separate the portions being cleaned from the excluded and/or uncompleted portions.
    iv. Unless otherwise approved by the Consultant, fully separate fixtures, appliances, and equipment from the portions being cleaned by providing all additional Work required to functionally extend systems around the excluded fixtures, appliances, and equipment and to fully separate the portions being cleaned from the excluded fixtures, appliances, and equipment.
    v. Provide temporary means for providing and moving air and/or fluid at the rate required to flush and clean the portions of systems being cleaned unless use of permanent equipment is specifically approved by the consultant. If the permanent equipment is permitted to be used, provide a letter from the manufacturer's technical representative agreeing to such use, stating that its use shall not limit their warranty and excluding the time their system is used from the

project specific warranty period. See 01 78 36, Warranties, for additional requirements.

vi. Capture, treat and legally dispose of air and fluid discharges, effluent and any materials cleaned from a systems or portions of a system. When approved by the consultant, the Campus sanitary system may be used to convey discharges if the local treatment facility provides written confirmation to the Contractor that it will accept such discharges.

g. In addition, during the course of the work, the Contractor shall remove dust, debris, rubbish, and other materials scattered and dispersed from its Work area into other spaces, sites, equipment or materials owned or controlled by others. Engage qualified firms and competent workers to restore the use or appearance of such spaces, sites, equipment or materials to their original condition and to the satisfaction their owner or controller. If such scattering or dispersal occurs, provide qualified workers during all periods of subsequent Work to provide daily monitoring, containment, continuous cleaning, and other actions or modifications to work activities as required to mitigate future scattering or dispersal.

h. Provide and maintain sweeping compound to assist in daily cleanup as needed for the duration of the project. Provide, maintain and replace as necessary general use construction push brooms (soft bristle), construction push brooms (course bristle), heavy-duty, flat edge shovels and dustpans.

2. Final Clean Up: Upon completion of the Work covered by the Contract, the Contractor shall leave the completed project ready for use without the need of further cleaning of any kind and with all Work in new condition and perfect order. At least two weeks prior to the start of Final Clean Up, submit a written implementation plan describing cleaning methods, staff, sequence and schedule of activities and other information requested by the Consultant. In addition, upon completion of all work, the Contractor shall remove from the vicinity of the Work and from the property owned or occupied by the State of New York, the State University of New York or the Fund, all plant, buildings, rubbish, unused materials, concrete forms and other materials belonging to it or used under its direction during construction or impairing the use or appearance of the property and shall restore such areas affected by the Work to their original condition, and, in the event of its failure to do so, the same shall be removed by the Fund at the expense of the Contractor, and it and its surety shall be liable therefor.

3. Prior to substantial completion of the work, when directed by the Consultant, route and flush all storm drain lines located in the staging area to the next catch basin, including those off site, and clean catch basins of all mud, silt and debris.

4. In addition to the above, clean the telecommunications spaces and infrastructure immediately prior to the campuses use of such spaces.

5. Where potable water systems are altered by the work of this contract, flush altered portions by opening taps, faucets, drinking fountains, showers, emergency showers and other outlets for the flow rates and durations recommended by the American Water Works Association.

## 01 74 16 Payment for Planting Maintenance

Not applicable

## 01 74 19 Construction Waste Management

1. Refer to Section 01 74 19 “Construction Waste Management” bound separately with General Requirements reference documents.

## 01 75 10 Consumables used during the Work.

Except for energy, fuel, and/or water specified as provided by the Campus, provide all consumable parts, fluids, gases, materials, products, energy, and fuel(s) required for transporting, assembling, erecting, installing, start-up and commissioning, and testing of the materials prior to Substantial Completion, including consumable supplies normally consumed in the assembly, erection, installation, start-up and commissioning, and testing, and maintenance of the Work until Substantial Completion of the Project. Such consumable parts shall not include any spare parts, attic stock, or any consumable parts specified in Divisions 1 through 48, inclusive, for turnover to the Campus.

## 01 78 23 Operations and Maintenance Manuals (O&M’s)

1. O&M’s Submissions
    a. The O&M’s applicable to this Contract must be substantially completed before the Project can be used for the purpose for which it was intended.
    b. In accordance with the approved submittal schedule in Section 01 32 16 Project Schedule, provide the applicable O&M’s as required per the Submittal sections of the Technical Specifications for review, concurrent with all other required submittals.
    c. Assemble and submit final O&M’s prior to requesting inspection for Substantial Completion and at least 45 days before the training detailed in section 01 79 00 Training of Campus Personnel and the applicable Technical Specifications. Consultant and Commissioning Authority (CxA) will provide comments on the final O&M’s within 15 days of receipt.
        i. Correct or revise each manual to comply with Consultants and CxA’s comments. Submit copies of each corrected O&M’s within 15 days of receipt of the Consultant’s and CxA’s comments and at least 15 days prior to commencing training detailed in section 01 79 00 Training of Campus Personal and the applicable Technical Specifications.
    d. Unless otherwise approved by the Fund, in the Contract Breakdown required by Section 4.08 of the Agreement, the scheduled value of Contractor provided O&M’s shall be 5% of the estimated value for the Work covered in the O&M’s
    e. The Contractor shall furnish two (2) complete bound paper copies and PDF/A files of O&M’s for all systems, subsystems, and pieces of equipment involved in the Contract. O&M’s include definite and specific instructions on the proper operation and maintenance of the systems. The requirements of this section are in addition to the requirements of Section 01 33 23 Shop Drawings and Samples.

i. PDF/A copies shall be stored and labeled on four (4) sets of archival optical discs, Universal Serial Bus (USB) flash drives or other electronic data storage devices approved by the Consultant. All documents shall be indexed, text searchable, navigable format. PDFs created by scanning are not acceptable unless all images of text are properly and completely transformed into the electronic characters representing the text.

f. Final copies shall be complete except for copies of original warranties and other items approved by the Consultant for turnover on the date of Substantial Completion.

2. General requirements for O&M's:

a. Organization: Organize the O&M's into separate volumes/sections by CSI number based on the table of contents of the Project Manual, for each system and subsystem, and a separate section for each piece of equipment not part of a system. Arrange content within volumes/sections alphabetically. Each volume shall contain the following materials, in the order listed:

i. Title Page.
ii. Table of Contents.
iii. Volume Contents:
1. Operation Data.
2. Product Maintenance Data.
3. Systems and Equipment Data.

b. Title Page: Include the following information:

i. Subject matter included in volume
ii. Name and address of Project and Owner
iii. Date of submittal
iv. Name and contact information for:
1. Contractor and Major Subcontractors.
2. Construction Manager.
3. Consultant and Major Subconsultant.
4. Commissioning Agent.
5. Cross-references to related system in other O&M's

c. Table of Contents: List each product included in O&M's, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

i. If O&M's documentation requires more than one volume to accommodate data, include a comprehensive table of contents for all volumes in each volume of the set.

d. Volume Contents: Organize into sets of manageable size. Arrange contents alphabetically by CSI number, system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single volume.

e. Manufacturers' Data: Where O&M's contains manufacturers' standard printed data: include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data includes 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.

i. Prepare supplementary customized narrative text if manufacturers' standard printed data are not available or where project specific 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 standard component parts of equipment and systems and to illustrate actual control sequences and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

i. Do not bind as part of O&M's the Record Drawings provided in accordance with Section 2.24 of the Agreement.

g. When multiple binders are required, use the same type and size of binder for each volume

h. Internally subdivide the binder contents with permanent page dividers, logically organized as described below, with tab titles clearly printed under reinforced laminated plastic tabs:

i. Use 8-1/2 x 11-inch text pages bound in spring post binders with durable plastic covers and sides identified with printed titles "OPERATION AND MAINTENANCE MANUALS", title of project, and subject matter of binder. 11 x 17 paper may be used if each page is folded three times to fit the 8-1/2 x 11 format

3. Operation Data
   a. Content: Organize Operation Data into a separate section, within the O&M's.
   b. Engage a manufacturer authorized service representative(s) to provide and prepare the information.
   c. Prepare a separate section indicating operation of each system and subsystem, and piece of equipment not part of a system in the form of an instructional manual for use by operating personnel.
   d. In addition to requirements in this section include operation data as required in the Technical Specification sections.
      i. System, subsystem, and equipment descriptions. Use designations for systems, subsystems and equipment indicated on Contract Documents.
      ii. Operating standards.
      iii. Operating procedures.
      iv. Operating logs.
      v. Wiring diagrams, as installed.
      vi. Control diagrams, as installed. Describe the sequence of operation, and diagram controls as/where required for identification.
      vii. Piped system diagrams, as installed and identify color-coding as installed.
      viii. Precautions against improper use.
      ix. License requirements, if any, including inspection and renewal dates.
   e. Description of system, subsystem, or equipment, as applicable, including:
      i. Product name and model number. Use designations for products indicated on Contract Documents.
      ii. Manufacturer's name.

iii. Equipment identification with serial number of each component.
iv. Equipment function.
v. Operating characteristics.
vi. Limiting conditions.
vii. Performance curves.
viii. Engineering data and tests.
ix. Complete nomenclature and number of replacement parts.

f. Operating instructions and procedures, including:
i. Startup procedures.
ii. Equipment or system break-in procedures.
iii. Routine and normal operating instructions.
iv. Regulation and control procedures.
v. Instructions on stopping.
vi. Normal shutdown instructions.
vii. Seasonal and weekend operating instructions.
viii. Required sequences for electric or electronic systems.
ix. Special operating instructions and procedures.

4. Product Maintenance Data
a. Content: Organize Product Maintenance Data into separate section, within the O&M's, 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 section 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:
i. Product name and model number.
ii. Manufacturer's name.
iii. Color, pattern, and texture.
iv. Material and chemical composition.
v. Reordering information for specially manufactured products
d. Maintenance Procedures: Include manufacturer's written recommendations and the following:
i. Inspection procedures.
ii. Types of cleaning agents to be used and methods of cleaning.
iii. List of cleaning agents and methods of cleaning detrimental to product.
iv. Schedule for routine cleaning and maintenance.
v. Repair instructions.
e. Repair Materials and Sources: Include a list of materials and local sources of materials and related services.
f. Warranties and Guarantees: Include copies of warranties and guarantees lists of circumstances and conditions that would affect validity of warranties.
i. Include procedures to follow and required notifications for warranty claims.

5. Systems and Equipment Maintenance Data
    a. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers maintenance and 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 a separate section within the O&M's 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:
        i. Standard maintenance and repair instructions and bulletins.
        ii. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
        iii. Identification and nomenclature of parts and components.
        iv. List of items recommended to be stocked as spare parts with parts identified and cross-referenced to manufacturers' maintenance documentation.
    d. Maintenance procedures: Include the following information and items that detail essential maintenance procedures:
        i. Test and inspection instructions.
        ii. Troubleshooting guide.
        iii. Precautions against improper maintenance.
        iv. Disassembly; component removal, repair, and replacement; and reassembly instructions.
        v. Aligning, adjusting, and checking instructions.
        vi. Demonstration and training video recording, if specified.
    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.
        i. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
        ii. Maintenance and Service Record: Include manufacturers' forms for recording maintenance and inspection.
    f. Spare parts list and source information: Include list of replacement repair parts, with parts identified and cross referenced to manufacturers' maintenance documentation and local sources and maintenance materials and related services.
    g. Warranties: Include copies of warranties and list of circumstances and conditions that would affect validity of warranties.
        i. Include procedures to follow and required notifications for warranty claims.

## 01 78 36 Warranties

1. In addition to the requirements of Section 2.25 of the Agreement, provide warranties for products, equipment, systems and installations required by other technical sections of Contract Documents for duration indicated. Warranties shall be individually listed in the project specific submittal log required by 01 33 23, Shop Drawings and Samples.

    a. All warranties required by Contract Documents shall commence on date / time of Substantial Completion shown on Page A-1 of the Agreement.

        i. At no additional cost to the Fund, for products, equipment, systems and installations completed prior to the date of Substantial Completion, obtain and pay for warranty extensions that cover the additional time between the earlier date of their completion and the date of Substantial Completion.

    b. Provide a list of all Contractor provided warranties that are specified in Divisions 1 through 48, inclusive, and list who will inspect the Work covered by the warranty (if applicable), when it will be done, who witnessed it and when, results (pass/fail), follow up action, comments and other information requested by the Consultant.

        i. Unless otherwise approved by the Fund, all inspections must be witnessed and signed off by the Consultant prior to acceptance of Contractor provided warranties that are specified in Divisions 1 through 48, inclusive.

        ii. The Consultant will reject a Warranty issued prior to or without the manufacturer's field inspection of the work, if required in Divisions 1 through 48, inclusive.

    c. Unless otherwise approved by the Consultant and if required in Divisions 1 through 48, inclusive, the scheduled value of a Contractor provided warranty in the Contract Breakdown required by Section 4.08 of the Agreement shall be 5% of the amount estimated for the Work being warrantied.

    d. Furnish and organize original warranties in a separate binder with a durable plastic cover. Organize the binder into separate sections by CSI number based on the table of contents of the project manual. Internally subdivide the binder contents with permanent page dividers, logically organized as described below, with tab titles clearly printed under reinforced laminated plastic tabs. Provide a printed Table of Contents.

        i. Warranties shall be in the form required by the applicable technical sections of Contract Documents. Include procedures to follow and required notifications for warranty claims.

        ii. Warranty Certification: Written certification from the warrantor that the warranty is in effect and non-retractable due to any of the specified conditions. Warranties submitted without warranty certification will not be accepted.

        iii. Deliver the binder to the Consultant with the written notice of Substantial Completion required by Section 2.23(2) of the Agreement.

e. For uncompleted Work delayed beyond date of Substantial Completion, provide updated binder submittal within 10 days after acceptance, indicating date of acceptance as start of warranty period for any Work delayed beyond date of Substantial Completion.

2. Applications for payment after the date of Substantial Completion may not be approved until the warranty certification and warranty documents are delivered to the Consultant.

## 01 78 39 Project Record Documents

1. In addition to Section 2.24 of the Agreement, provide the Records Information required by Fire Code part 901.6.3.1 and the Operating Adjustments and Instructions required by Mechanical Code part 1004.7.

## 01 78 46 Extra Stock Materials

1. Furnish extra stock pursuant to “Maintenance Material Submittals” and “Extra Materials” Articles in the following specification sections, and sections as may be modified or added in Addenda or Bulletins. Deliver and handle extra stock materials in accordance with requirements of applicable specification sections. Store extra materials in campus location, as directed by the Consultant.

    a. Section 09 30 00 “Tiling”.
    b. Section 09 51 13 “Acoustical Ceilings”.
    c. Section 09 65 13 “Resilient Base and Accessories”.
    d. Section 09 65 16 “Resilient Sheet Flooring”.
    e. Section 09 65 17 “Linoleum Flooring
    f. Section 09 66 23 “Resinous Terrazzo”.
    g. Section 09 68 13 “Tile Carpeting”.
    h. Section 09 84 33 “Sound-Absorptive Wall Panels”.
    i. Section 09 84 13 “Sound Absorptive Ceiling Panels”.
    j. Section 10 26 00 “Wall and Door Protection”.
    k. Section 10 56 13 “Metal Storage Shelving”.
    l. Section 11 53 53 “Biological Safety Cabinets”.
    m. Section 11 61 00 “Laboratory Fume Hoods”.
    n. Section 12 24 13 Roller Window Shades”.
    o. Section 12 35 53 “Laboratory Casework”.
    p. Section 21 05 30 “Sprinkler System”
    q. Section 21 13 16 “Dry-Pipe Sprinkler Systems”
    r. Section 22 42 13.13 “Commercial Water Closets”
    s. Section 22 42 16.13 “Commercial Lavatories”
    t. Section 22 42 16.16 “Commercial Sinks”
    u. Section 22 42 23 “Commercial Showers”
    v. Section 22 45 00 “Emergency Plumbing Fixtures”
    w. Section 22 62 19 “Vacuum Equipment for Laboratory and Healthcare Facilities”
    x. Section 28 31 11 “Digital, Addressable Fire-Alarm System”

2. Training of Campus personnel in the use of the Work of this Project must be substantially completed before the Project can be used for the purpose for which it was intended. The information required by Section 01 78 23 Operating Instructions and Manuals is required for training to occur and be completed.

3. The Contractor shall be responsible for training coordination and scheduling and ultimately for ensuring that training is completed. A draft schedule of all training shall be submitted three months prior to any training and finalized one month prior to the actual training. In addition to these general requirements, additional specific training requirements of Campus personnel by the Contractor are specified in other the applicable specifications. The Campus will designate the personnel who will be trained, and some personnel may not be direct employees of the Campus.

4. The Contractor shall provide individual training sessions for each piece of equipment furnished under this Contract. The Contractor shall provide factory authorized representatives for each training session. Training shall include operation and maintenance, preventative maintenance and troubleshooting. Operation and maintenance manuals shall be furnished to the Campus personnel three weeks prior to the associated training session.

    a. The Contractor shall schedule all training sessions. A minimum of 48-hour notice is required for scheduling. Training for each piece of equipment shall be provided in two separate sessions for each shift, one week apart. Each training session shall be no less than four hours in duration (total of 8 hours training per shift for each piece of equipment).
    b. The Contractor shall provide an additional four-hour refresher training session. The refresher training shall be provided three months after the respective equipment has been accepted.

5. The Consultant shall review and approve an outline of the content and adequacy of the training of Campus personnel for the equipment. The outline will be reviewed for content to ensure adequate coverage of the material. The Contractor will be required to revise the outline and training session based on comments by the Consultant. After approval of the training outline, submit draft PowerPoints (or equivalent) for the training. These project-specific PowerPoint presentations will integrate photos of as-built conditions, images of project specific diagrams and project specific visual cues for applicable systems. The Campus shall be responsible for providing the appropriate personnel at each session. Sessions once held may not be repeated, unless deficient or improperly taped, without additional cost to the Contractor. Contractor shall assign a person other than the training session instructor to operate the videotaping equipment. Tape of the first session shall be reviewed immediately with the Consultant to confirm that the taping method provides suitable, clear documentation of the training session, and shall become the sample against which all future tapes are judged. Tapes with substantial deficiencies, as compared to that sample, shall be redone in a repeated session of training. Tapes shall be copied for insertion into each manual and shall be indexed and titled as to their contents with type written labels. The Campus personnel in attendance shall be documented with a sign in sheet for each session, to be included in the O & M Manuals. Attendance sign-in shall constitute their certification that full training in the subjects was covered. Where training occurs off Campus, provide confirmation vouchers showing attendance paid in full.

6. Refer to technical specification sections for additional training.

****End of 01 00 00 General Requirements***

# Weekly Fire Code Review

SUCF Project No. _____

Contractor: _____ Firm ID: _____

Location(s): _____

Contractor Fire Prevention Program Superintendent: _____

Campus Fire Prevention Program Manager: _____

Code Enforcement Official (CEO): _____

| # | *All bracketed references are from* **NFPA 241,** *Standard for Safeguarding Construction, Alteration, and Demolition Operations, unless otherwise noted. This is not a complete list of requirements.* | YES | NO | N/A |
|---|---|---|---|---|
| 1 | **Temporary Separation Walls** {8.6.2}: Is there adequate separation between the work area and the rest of the building (One hour separation walls and 45 min opening protectives are often required by 8.6.2)? | ☐ | ☐ | ☐ |
| 2 | **Temporary Enclosures** {4.3.1}: Are all panels, tarps, plastic sheeting, etc. flame retardant? | ☐ | ☐ | ☐ |
| 3 | **Impairments** {IFC Section 1003}: | | | |
| | ☐ Have paths of egress from occupied areas been maintained? {IFC Section 1003}: | ☐ | ☐ | ☐ |
| | ☐ If fire alarm/detection systems in occupied areas have been temporarily impaired. Has the Campus Fire Prevention Program Manager approved the impairments/restrictions? {IFC Section 901} | ☐ | ☐ | ☐ |
| 4 | **Fire Extinguishers** {4.3.4}: | | | |
| | ☐ Are appropriate fire extinguishers readily available, with a maximum travel distance of 50 feet? | ☐ | ☐ | ☐ |
| | ☐ Have fire extinguishers been provided within temporary enclosures? | ☐ | ☐ | ☐ |
| 5 | **Internal Combustion Devices** {4.4}: | | | |
| | ☐ Are all internal combustion devices, where required, exhausted outside, with a least 9 inches between exhaust and combustible materials? | ☐ | ☐ | ☐ |
| | ☐ Is refueling only done on cool engines? | ☐ | ☐ | ☐ |
| 6 | **Temporary Heating** {5.2}: Is temporary heating equipment listed and being used according to the manufacturer's requirements? | ☐ | ☐ | ☐ |
| 7 | **Hot Work Programs** {5.1}: | | | |
| | ☐ Is there a current permit for ongoing operations? | ☐ | ☐ | ☐ |
| | ☐ Are all precautions required by the permit in place? | ☐ | ☐ | ☐ |
| | ☐ Is there a dedicated fire watch? | ☐ | ☐ | ☐ |
| | ☐ Does the fire watch extend after the completion for work (e.g., usually minimum of 30 min. in general or 2 hrs for roofs)? | ☐ | ☐ | ☐ |
| 8 | **Waste** {5.4}: Are accumulations of waste materials, dust, and debris removed at the end of each shift (or more frequently as needed)? | ☐ | ☐ | ☐ |
| | ☐ Are materials subject to spontaneous ignition (e.g., oily rags) stored in listed disposal containers? | ☐ | ☐ | ☐ |
| 9 | **Trash Chutes** {5.4}: Are trash chutes non-combustible, or provided with sprinkler protection? | ☐ | ☐ | ☐ |
| 10 | **Flammable/Combustible Liquids** {5.5}: Are flammable/combustible liquids in proper containers and is there less than a total of 60 gallons inside and within 50 feet of the structure? | ☐ | ☐ | ☐ |
| 11 | **Compressed Gases** { IFC Chapter 53}: Are compressed gases properly stored and being used? | ☐ | ☐ | ☐ |

SUCF Project No. _____

| # | *All bracketed references are from* **NFPA 241,** *Standard for Safeguarding Construction, Alteration, and Demolition Operations, unless otherwise noted. This is not a completed list of requirements.* | YES | NO | N/A |
|---|---|---|---|---|
| 12 | **Electrical** {6.1}: | | | |
| | ☐ Are extension cords rated and free from damage? | ☐ | ☐ | ☐ |
| | ☐ Do all branch circuits originate in approved power outlets or panel boards with over-current protection? | ☐ | ☐ | ☐ |
| | ☐ Are all circuits grounded? | ☐ | ☐ | ☐ |
| 13 | **Lighting** {6.1.3}: | | | |
| | ☐ Do all temporary lights have guards? | ☐ | ☐ | ☐ |
| | ☐ Are lights only suspended by their cords when designated to be so suspended? | ☐ | ☐ | ☐ |
| | ☐ Are they fastened securely, if necessary, to prevent ignition of combustible materials? | ☐ | ☐ | ☐ |
| 14 | **Fire Safety Plan** {7.1}: Has a fire safety plan been established and has a Fire Prevention Program Superintendent been designated? | ☐ | ☐ | ☐ |
| 15 | **Fire Alarms {7.4}:** | | | |
| | ☐ Is there a readily available pull box for fire alarms? | ☐ | ☐ | ☐ |
| | ☐ If a telephone is used, are instructions clearly posted? | ☐ | ☐ | ☐ |
| 16 | **Command Post/Evac Area {7.5}** | | | |
| | ☐ Is there a designated command post provided with plans, emergency info., keys, communication, and other equipment as needed? | ☐ | ☐ | ☐ |
| | ☐ Is there a clear post-evacuation muster location? | ☐ | ☐ | ☐ |
| 17 | **Fire Access** {7.5}: | | | |
| | ☐ Are pre-approved fire department access routes being maintained? | ☐ | ☐ | ☐ |
| | ☐ Is there clear access to hydrants, standpipe and fire department connections? | ☐ | ☐ | ☐ |
| 18 | **Standpipes** {7.6, 8.7.4}: Are standpipes ready for use, and remain within one floor of the top level during construction/demolition? | ☐ | ☐ | ☐ |
| 19 | **Egress** {7.8}: Is the means of egress acceptable (e.g. properly marked, clear, safe, lighted)? | ☐ | ☐ | ☐ |
| 20 | **Sprinkler** {8.7.3}: | | | |
| | ☐ Is the sprinkler in place as son as practicable following construction? | ☐ | ☐ | ☐ |
| | ☐ Are sprinkler valves checked at the end of each shift? | ☐ | ☐ | ☐ |
| 21 | **Fire Cutoffs** {8.6.1}: | | | |
| | ☐ Are fire walls and exit stairwells, where required for the completed building, given construction priority for installation? | ☐ | ☐ | ☐ |
| | ☐ Are fire doors installed as soon as practicable? | ☐ | ☐ | ☐ |
| 22 | **Stairs** {7.5.6}: Is a stairwell provided for the building? | ☐ | ☐ | ☐ |
| | ☐ Is the stairwell extended upward as each floor is installed in new construction and maintained for each floor still remaining in demolotion? | ☐ | ☐ | ☐ |
| | ☐ Is it lighted? | ☐ | ☐ | ☐ |
| | ☐ Is it enclosed when the building exterior walls are in place? | ☐ | ☐ | ☐ |
| | ☐ Is signage provided indicating floor level, stair designation, and exit path directions? | ☐ | ☐ | ☐ |
| | ☐ Are extinguishers provided at each floor? | ☐ | ☐ | ☐ |
| 23 | **Impairments to fire protection systems or fire alarm, detection or communication systems {7.2.4.6}:** | | | |
| | ☐ Are temporary impairments of all fire protection devices and alarm/detection systems immediately removed upon completion of work in the area and at the end of each shift? | ☐ | ☐ | ☐ |
| | ☐ Is there an impairment coordinator? | ☐ | ☐ | ☐ |
| | Number of Violations: | | | |

SUCF Project No.

Notes:

**Completed Report Submission Information:**

Distribution: Contractor, Campus, CEO, Project File

Submitted to: Submission Date:

Reviewer: Date of Review:

# SECTION 01 40 00

# QUALITY REQUIREMENTS

## PART 1 - GENERAL

### 1.1 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, Owner, Commissioning Authority, or authorities having jurisdiction are not limited by provisions of this Section.
4. Specific test and inspection requirements are not specified in this Section.

C. Related Requirements:

1. Section 01 31 19.10 “Mock-Ups” for mock-up requirements to the extent not specified herein.
1. Divisions 02 through 28 Sections for specific mock-up, test and inspection requirements.

### 1.2 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 Consultant or Contractor.

C. Mock-ups: Full-size physical assemblies that are constructed on-site. Mock-ups 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. Mock-ups are not Samples. Unless otherwise indicated, approved mock-ups establish the standard by which the Work will be judged.

D. Preconstruction Testing: Tests and inspections performed specifically for 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, e.g., 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.

I. Testing Laboratory: Qualified testing agency per requirements of “Product Testing,” herein.

J. 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(s).

K. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

## 1.3 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 Consultant 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 Consultant for a decision before proceeding.

## 1.4 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. 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 Consultant.
2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Consultant.

D. 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.

E. 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.

## 1.5 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Consultant. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Quality-Control Personnel Qualifications: Engage qualified full-time 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.
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, including tests and inspections indicted to be performed by the Commissioning Authority.

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 work into compliance with standards of workmanship established by Contract requirements and approved mock-ups.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Consultant 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.

1.6 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 reinspecting.

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.

## 1.7 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 experienced 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 experienced 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 experienced 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 in material, design, and extent to those indicated for this Project.

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, mock-ups, and laboratory mock-ups to adequately demonstrate capability of products to comply with performance requirements.
   d. Build site-assembled test assemblies and mock-ups using installers who will perform same tasks for Project.
   e. Build laboratory mock-ups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
   f. When testing is complete, remove test specimens, assemblies, and mock-ups, and laboratory mock-ups; 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 Consultant and Commissioning Authority, 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. Mock-ups: Before installing portions of the Work requiring mock-ups, build mock-ups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mock-ups in location and of size indicated or, if not indicated, as directed by Consultant.
2. Notify Consultant seven days in advance of dates and times when mock-ups will be constructed.
3. Employ supervisory personnel who will oversee mock-up construction. Employ workers that will be employed during the construction at Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Consultant's approval of mock-ups before starting work, fabrication, or construction.

   a. Allow seven days for initial review and each re-review of each mock-up.

6. Maintain mock-ups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mock-ups when directed unless otherwise indicated.

## 1.8 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 reinspecting 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.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

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 Section 01 33 00 "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/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Consultant and Commissioning Authority and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Consultant, Commissioning Authority, 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. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. 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.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Consultant, Commissioning Authority, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## 1.9 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of 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 Consultant, Commissioning Authority, 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 Consultant and Commissioning Authority with 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 reinspecting corrected work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: 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 Consultant.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Consultant's, Commissioning Authority's, reference during normal working hours.

C. Submit the completed to date Test and Inspection Log with the request for Substantial Completion Inspection.

3.2 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 Section 01 73 00 "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 01 40 00

# Statement of Special Inspections

SUCF Project No.: 161026-00 Project Title: Renovate Plant Science Phase 2

Building Name: Plant Science Building Occupancies: B Risk Category: III

## Registered Design Professionals in Responsible Charge (RDPRC):

| | (Name) | (Address) |
|---|---|---|
| **Architect:** | Ellenzweig | 230 Congress Street, Boston, MA 02110 |
| **Structural Engineer:** | Ryan Biggs Clark Davis | 257 Ushers Road, Clifton Park, NY 12065 |
| **Mechanical Engineer:** | Salas O'Brien Consulting and Eng | 300 Trolley Blvd, Rochester, NY 14606 |

- Identification of Seismic-Force Resistance Systems and Wind-Force Resisting systems
- Required Special Inspections, Tests and Observations
- Special Inspector Minimum Qualifications
- Contractor's Statement of Responsibility Form
- Fabricator's Certificate of Compliance Form (*Only needed if there are fabricated items*)
- Special Inspector / Approved Agency Final Report

As the Registered Design Professional(s) in Responsible Charge for this project, I/we certify this Statement of Special Inspections includes a complete list of materials and work that require special inspection and testing and the minimum qualifications of the Special Inspectors / testing agencies required to be considered for conducting the inspections and testing. This represents the complete extent of special inspections and testing required during the construction of this project and complies with the NYS 2025 Uniform Fire Prevention and Building Code.

In addition to the inspections required in 2025 BCNYS sections 110 and 1705, I/we shall perform structural observations as required per 1704.6, and noted in this Statement of Special Inspections.

(Affix professional seal)

**Structural Engineer**

Jamie Davis, 10/9/26
(Print name / date)

(Signature)

(Affix professional seal)

**Architect**

James Blount, 10/9/26
(Print name / date)

(Signature)

Reg. Exp: 04/30/2029
Cert. of Auth: 0018443

(Affix professional seal)

**Mechanical Engineer**

Garrett Donals, 10/9/26
(Print name / date)

(Signature)

**-> Seismic-Force-Resisting Systems:** The Seismic Design Category (SDC) is B

There [x] are [ ] are not, seismic-force-resisting systems in this project.

There [ ] are [x] are not, designated seismic systems.

**-> Wind-Force-Resisting Systems:**

- [ ] Wind Exposure Category B, basic design wind speed (V) 150 mph or greater.
- [ ] Wind Exposure Category C or D, basic design wind speed (V) 140 mph or greater.
- [ ] Windborne Debris Region (1609.2)
- [ ] Special Wind Region (1609.3 Figures)
- [ ] Tornado Loads (1609.5)
- [ ] Elevators, Escalators, and conveying Systems (1609.7)

## Materials, systems, and work required to have special inspections, tests or observation

Check all below that is included in the project and has required special inspections testing and/or structural observations per Chapter 17: Identify documentation drawing location/s:

- [ ] Special Cases:
- [x] Steel Construction:
- [x] Concrete Construction:
- [x] Masonry Construction:
- [ ] Wood Construction:
- [x] Soils:
- [ ] Driven deep foundations:
- [ ] Cast-in-place deep foundations:
- [ ] Helical pile foundations:
- [ ] Structural Integrity of deep foundation elements:
- [ ] Fabricated items:
- [ ] Wind Requirements:
- [ ] Seismic Requirements:
- [x] Sprayed fire-resistant materials:
- [x] Mastic and intumescent fire-resistant coatings:
- [ ] Exterior insulation and finish systems:
- [x] Fire-resistant penetrations and joints:
- [ ] Smoke control systems:
- [ ] Sealing of mass timber:
- [ ] Fabricated assemblies:
- [ ] Structural Observations:
- [ ] Documentation reporting requirements:
- [ ] Other:

| | Category | | Special Inspector Minimum Qualifications |
|---|---|---|---|
| ☐ | Reinforced Concrete | ☐ | Current ICC Reinforced Concrete Special Inspector or ACI Concrete Constr. Inspector |
| | | ☐ | Concrete field testing by an ACI Concrete Field Testing Technical w/ Grade 1 cert. |
| | | ☐ | Intern Engineer with relevant experience |
| | | ☐ | NYS Registered Design Professional Engineer (RDP) with relevant experience |
| ☐ | Pre-Stressed Concrete | | <u>Pretension Tendons</u> |
| | | ☐ | Current ICC Reinforced Concrete certification and ACI Concrete Field Testing Technician with Grade 1 certification plus one year relevant experience |
| | | ☐ | Intern Engineer with relevant experience |
| | | ☐ | RDP with relevant experience |
| | | | <u>Post-Tension Tendons</u> |
| | | ☐ | Current Post-Tensioning Institute (PTI) certification |
| | | ☐ | Intern Engineer with relevant experience |
| | | ☐ | RDP with relevant experience |
| ☐ | Welding | ☐ | Current AWS Certified Welding Inspector |
| | | ☐ | Current ICC Structural Steel and Welding Certificate plus one year of relevant experience |
| | | ☐ | Current Level II cert. from American Society for Non-Destructive Testing (NDT) |
| | | ☐ | Current NDT Level III provided previously certified as NDT Level II |
| ☐ | High-Strength Bolting & Steel Frame Inspection | ☐ | Current ICC Structural Steel and Welding certification and one year of relevant experience |
| | | ☐ | Intern Engineer with relevant experience |
| | | ☐ | RDP with relevant experience |
| ☐ | Masonry | ☐ | Current ICC Structural Masonry certification and one year of relevant experience |
| | | ☐ | Intern Engineer with relevant experience |
| | | ☐ | RDP with relevant experience |
| ☐ | Sprayed Fire-Resistant Materials | ☒ | Current ICC Spray-Applied Fireproofing certification and one year of relevant experience |
| | | ☐ | Intern Engineer with relevant experience |
| | | ☐ | RDP with relevant experience |
| ☐ | Excavation and filling; verification of soils; piling & drilled piers; modular retaining walls | ☐ | Current Level II certification in geotechnical engineering technology/construction from the National Institute for Certification in Engineering Technologies (NICET) |
| | | ☐ | Intern Engineer with relevant experience |
| | | ☐ | RDP with relevant experience |
| ☐ | Inspection of Fabricators | ☐ | Precast: Current ICC Reinforced Concrete certification plus one year relevant experience |
| | | ☐ | Bar Joist: see welding requirements |
| | | ☐ | Metal Building: see welding requirements |
| | | ☒ | Structural Steel: see welding requirements |
| ☐ | Seismic Items not addressed elsewhere | ☐ | Qualified person with one year of relevant experience |
| | | ☐ | Intern Engineer with relevant experience |
| | | ☐ | RDP with relevant experience |
| ☐ | Exterior Insulation and Finish System | ☐ | Intern Engineer with relevant experience |
| | | ☐ | RDP with relevant experience |
| ☐ | Smoke Control | ☐ | Expertise in fire protection engineering, mechanical engineering and certified as an air balancer |
| | | ☐ | The RDP responsible for design |
| ☐ | Fire-Resistant Penetrations & Joints, Special Cases | ☒ | Qualified person with one year of relevant experience |
| | | ☐ | Intern Engineer with relevant experience |
| | | ☐ | RDP with relevant experience |
| ☐ | Mass Timber Sealants | ☐ | Qualified person with one year of relevant experience |
| | | ☐ | Intern Engineer with relevant experience |
| | | ☐ | RDP with relevant experience |

# Contractor's Statement of Responsibility Form

**SUCF Project No.:** _____ **Project Title:** _____

**Building Name:** _____

**Contractor:** _____

**Contractor's Acknowledgement of Special Requirements**

I hereby acknowledge that I have received, read and understand there are special requirements contained in the contract documents. I hereby acknowledge control will be exercised to obtain conformance with the contract documents.

As the Contractor, I will coordinate with the Special Inspector(s) in order to accommodate all inspections and tests as required. I will integrate all inspection activities as provided by the Special Inspector into the Project Schedule.

☐ **I understand if this box is checked, this project includes the construction of a seismic-force-resisting system and / or a wind-force-resisting system as noted on page 2 of the Statement of Special Inspections.**

_____

(Print Name / Signature / Date)

# Fabricator's Certificate of Compliance Form

**SUCF Project No.:** _____ **Project Title:** _____

**Building Name:** _____ **Fabricated Assembly(ies)** _____

**Contractor:** _____

**Fabricator:** _____

***Fabricated Item****: Structural, load-bearing or lateral load-resisting members of assemblies consisting of materials assembled prior to installation in a building or structure, or subject to operations such as heat treatment, thermal cutting, cold working or reforming after manufacture and prior to installation in a building or structure. Materials produced in accordance with standards referenced by this code, such as rolled structural steel shapes, steel reinforcing bars, masonry units and wood structural panels, or in accordance with a referenced standard that provides requirements for quality control done under the supervision of a third-party quality control agency, are not "fabricated items".*

In lieu of special inspections during fabrication, an approved fabricator shall provide with the initial shop drawings for consideration:

- The fabricator's written procedural and quality control manuals AND
- Documentation from the most recent audit of fabrication practices.
- Submit a "Certificate of Compliance" at fabrication completion.

**Company that conducted the Audit:**

**Date of Last Audit:** _____ **Name:** _____

**Contact Person:** _____ **Address:** _____

For ease in evaluation, the Fabricator may attach copies of a Fabricator's Certification or a copy of the latest building code evaluation service report, if applicable.

**Date of most recent Approval:** _____ **Certificate Number:** _____

**Certificate Issued by: (Name)** _____ **Address:** _____

**Contact Person:** _____

---

**Post Fabrication Certification:**

Provide a description of the structural, load bearing or lateral load-resisting assemblies that have been fabricated:

I hereby certify the items described above were fabricated in strict accordance with the approved contract documents.

_____

(Print Name / Signature) (Print Title)

# Special Inspector / Approved Agency Final Report to RDPRC

**SUCF Project No.:** _____

**Project Title:** _____

**Contractor:** _____

**Special Inspector / Approved Agency:** _____

We have completed the tasked specified inspections and testing as identified in the Statement of Special Inspections dated _____.

To the best of my information, knowledge and belief, the inspections we have completed have been

performed and all discovered discrepancies have been reported to the Registered Design Professional in Responsible Charge and the Building Official.

All interim reports submitted prior to this Final Report form a basis for and are to be considered an integral part of this final report.

Respectfully submitted,

_____ _____

(Signature / Date) (Company Name)

_____ _____

(Print Name) (Print Title)

SECTION 01 45 33

SPECIAL INSPECTIONS AND STRUCTURAL TESTING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. Special Inspections and Structural Testing shall be in accordance with Chapter 17 of the *Building Code of New York State* (BCNYS).

1.2 DEFINITIONS

A. Approved Agency: An established and recognized agency engaged by the Owner or the Owner's authorized agent to perform testing and inspections. The Approved Agency shall be regularly engaged in conducting tests, providing inspection services, and providing product certifications. The Approved Agency shall have equipment and personnel to conduct and evaluate tests and conduct Special Inspections on behalf of the Owner.

B. Registered Design Professional in Responsible Charge (RDPRC): Professional Engineer or Registered Architect licensed in New York State engaged by the Owner or the Owner's authorized agent to review, coordinate, and implement the Special Inspection program. The RDPRC may or may not be employed by the Approved Agency and may or may not be the Project SEOR.

C. Special Inspector: A qualified person employed or retained by the Approved Agency, approved by the Code Enforcement Official as having the qualifications required to perform inspections.

D. Structural Engineer of Record (SEOR): Registered Design Professional Engineer whose seal appears on the Contract Documents and is responsible for the preparation of the Schedule of Special Inspections.

E. Geotechnical Engineer of Record (GEOR): Registered Design Professional Engineer whose seal appears on the Geotechnical Investigation. The GEOR shall perform or oversee Agent 2 services as indicated in the Schedule of Special Inspections. If a Geotechnical Investigation was not performed or if the GEOR is not retained to perform Agent 2 services, a licensed Geotechnical Engineer shall be retained by the Approved Agency to perform these duties.

F. Code Enforcement Official: Officer or other designated authority charged with administration and enforcement of the BCNYS. For projects under jurisdiction of New York State agencies such as the Department of Education (SED), State University Construction Fund (SUCF), Office of General Services (OGS), and Dormitory Authority (DASNY), the Code Enforcement Official is an official from agency having jurisdiction.

G. Statement of Special Inspections: Documents prepared by the SEOR and filed with and approved by the Code Enforcement Official, listing materials and work requiring Special Inspections. The Statement of Special Inspections is represented by this specification and includes the Schedule of Special Inspections.

H. Schedule of Special Inspections: An itemized list of inspections, verifications, and tests (including frequency) required for the project, and the minimum qualifications of the Special

Inspectors who will perform these services. The Schedule of Special Inspections is located on the Drawings.

I. Inspect and Inspection: Visual observation of materials, equipment, or construction work as defined in the Statement of Special Inspections, to determine that the work is in substantial conformance with the requirements of the Contract Documents.

J. Continuous Special Inspection: Full-time observation of work by the Special Inspector while the work is being performed.

K. Periodic Special Inspections: Part-time or intermittent observation of work by the Special Inspector for work that has been or is being performed and at completion of work.

1.3 QUALIFICATIONS

A. The Approved Agency, RDPRC, and Special Inspectors shall be accepted by the Owner and the Code Enforcement Official.

B. Special Inspections shall be performed by personnel who have relevant experience for each category of inspections indicated herein.

C. Required minimum qualifications of Special Inspectors are indicated on the drawings.

1.4 SUBMITTALS

A. The Approved Agency shall submit to the RDPRC and Code Enforcement Official for review, a copy of their qualifications including names and qualifications of the RDPRC and each Special Inspector who will be performing inspections or tests.

B. The Approved Agency shall disclose past or current business relationships or potential conflicts of interest with Contractor or Subcontractors whose work will be inspected or tested.

1.5 PAYMENT

A. Owner will engage and pay for services of the RDPRC, Approved Agency, and the Special Inspectors.

B. If materials requiring Special Inspections are fabricated in a plant not within 200 miles of project site, Contractor shall be responsible for travel expenses of Special Inspectors.

C. Contractor shall be responsible for cost of retesting or reinspection of work failing to comply with requirements of Contract Documents.

1.6 OWNER RESPONSIBILITIES

A. Owner will provide the RDPRC and Approved Agency with complete set of Contract Documents sealed by the SEOR and approved by the Code Enforcement Official.

1.7 CONTRACTOR RESPONSIBILITIES

A. Contractor shall cooperate with the RDPRC, Approved Agency, and the Special Inspectors, so Special Inspections and testing may be performed without hindrance.

B. As indicated in the Schedule of Special Inspections, Contractor shall notify the RDPRC and Approved Agency at least 48 hours in advance of a required inspection or test.

C. Contractor shall provide incidental labor and facilities to provide access to work to be inspected or tested, to obtain and handle samples at site or at source of products to be tested, to facilitate tests and inspections, and for storing and curing of test samples.

D. If Special Inspections or testing require the use of Contractor's scaffolding to access work areas, Contractor shall provide competent person to perform daily evaluation of scaffolding to verify it is safe to use. Contractor shall notify Special Inspectors of this review before each use. Contractor is responsible for safe assembly and stability of scaffolding.

E. Contractor shall keep latest set of Construction Drawings, field sketches, accepted shop drawings, and specifications at project site for field use by Special Inspectors.

F. Contractor shall perform remedial work if required and sign nonconformance reports stating remedial work has been completed. Contractor shall submit signed reports to the Approved Agency and RDPRC as work proceeds.

G. The Special Inspection program shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents or from implementing an effective Quality Control program.

H. Contractor shall be solely responsible for construction site safety.

1.8 SPECIAL INSPECTOR RESPONSIBILITIES

A. The RDPRC shall hold a Special Inspections preconstruction meeting at least 7 days prior to initial planned date for start of construction. Attendees shall include Contractors, Approved Agency, SEOR, and Project Architect. Discussions shall include the following:

1. Review of specifications and Schedule of Special Inspections for work requiring Special Inspections.
2. Responsibilities of the RDPRC, Contractors, Owner, Approved Agency, Special Inspectors, and SEOR.
3. Notification and reporting procedures.

B. RDPRC shall record and distribute minutes from the Special Inspection Preconstruction meeting.

C. RDPRC shall review inspection and material testing reports and coordinate the services of the Approved Agency as follows:

1. Verify inspections have been performed in accordance with the Schedule of Special Inspections.
2. Verify reports are being distributed to the Contractor, Owner, Architect, Code Enforcement Official, and SEOR.
3. Verify discrepancies have been recorded and are being tracked.

D. Special Inspectors shall make site visits to inspect work as designated in the Statement of Special Inspections. Discrepancies will be brought to the attention of the Contractor, RDPRC and SEOR.

E. RDPRC shall keep records of inspections and tests.

F. RDPRC shall review Certificates of Compliance for conformance with the standards specified in the Contract Documents. Discrepancies will be brought to the attention of the Contractor and SEOR.

G. Special Inspector shall submit the SUCF Special Inspector's Final Report Form.

1.9 LIMITS ON AUTHORITY

A. RDPRC and Approved Agency shall not:

1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Have control over Contractor's means and methods of construction.
3. Be responsible for construction site safety.
4. Have authority to stop work.

1.10 RECORDS AND REPORTS

A. Prepare detailed reports of each test or inspection. Include the following general information:

1. Project name and number.
2. Date of test or inspection.
3. Name of RDPRC and Approved Agency.
4. Name of Special Inspector.
5. Weather conditions.
6. Locations and elevations of specific areas tested or inspected referenced to grid lines.
7. Description of test or inspection.
8. Reference to applicable ASTM standard.
9. Summary of observations, results, and recommendations.
10. Description of areas or materials requiring retesting or reinspection.

B. Concrete compressive strength test reports shall contain the following information:

1. Name of Contractor and concrete supplier.
2. Name of concrete testing service.
3. Name of Special Inspector making and testing specimens.
4. Truck number and delivery ticket number.
5. Date and location within structure of concrete placement.
6. Concrete type, class, mix proportions of materials, and design compressive strength at 28 days.
7. Slump, air content, unit weight, and concrete temperature.
8. Total time period between batching and completing placement for each truck.
9. Compressive strength and type of break for tests.

C. Field reports for concrete inspection shall contain general information noted above plus ambient temperature and cylinder numbers.

D. Test reports for masonry materials shall include proportions, composition, and compressive strength.

1.11 COMMUNICATION

A. Special Inspector shall immediately notify Contractor, RDPRC, Approved Agency, and SEOR by telephone, fax, or e-mail of test results failing to comply with requirements of Contract Documents.

B. Special Inspector shall immediately notify Contractor of work found to be in nonconformance with Contract Documents during inspections. If nonconforming work is not corrected while Special Inspector is on-site, Special Inspector shall notify RDPRC, Approved Agency, and SEOR within 24 hours (one business day) and issue an inspection report noting the non-conformance.

C. Approved Agency shall use a log to record and track non-conforming work during construction. Non-Conformance log shall include the following information:

1. Description of non-conformance.
2. Date of non-conformance.
3. Description of SEOR response if received.
4. Status of nonconformance: ‘Open’ or ‘Closed.’

Updated log shall be submitted to the RDPRC, SEOR, and Architect on a weekly basis. Approved Agency may use Non-Conformance Log form provided at end of this section or other similar form.

D. If non-conforming work is not corrected at time of substantial completion of structure or other appropriate time, RDPRC shall notify Code Enforcement Official.

1.12 DISTRIBUTION OF REPORTS

A. Approved Agency shall submit reports to RDPRC and SEOR within 7 days of inspection or test. Legible handwritten reports may be submitted if final typed copies are not available.

B. RDPRC shall distribute reports to the Contractor, Owner, Architect, Code Enforcement Official, and SEOR within 7 days of inspections. Legible handwritten reports may be submitted if final typed copies are not available.

C. If requested by the Code Enforcement Official, Approved Agency and RDPRC shall submit interim reports that include inspections and tests performed since beginning of construction or since previous interim report. Interim reports shall be addressed to the Code Enforcement Official with copies sent to the SEOR, Architect, and Contractor. Interim reports shall be signed by Special Inspector performing inspections.

1.13 FINAL REPORT OF SPECIAL INSPECTIONS

A. At completion of work, each Approved Agency shall submit Agent’s Final Report of Special Inspections to RDPRC stating work was completed in substantial conformance with Contract Documents and appropriate inspections and tests were performed. Approved Agency shall use SUCF Agent’s Final Report of Special Inspections form.

B. At completion of work, RDPRC shall compile a Final Report of Special Inspections including each Agent's Final Report of Special Inspections. The Final Report of Special Inspections shall state required inspections have been performed and itemize nonconforming work not corrected or resolved as required by the BCNYS. Interim reports from all Special Inspectors will not be included unless specifically requested by the Owner or Code Enforcement Official. The Final Report shall be stamped by the RDPRC.

C. RDPRC shall use SUCF Final Report of Special Inspections form.

D. RDPRC shall submit Final Report of Special Inspections to SEOR and Code Enforcement Official prior to issuance of a Certificate of Use and Occupancy.

## APPROVED AGENCY NON-CONFORMANCE LOG

PROJECT:

PROJECT NUMBER:

| Non-Conformance Item No. (See Note 1) | Special Inspection Report No. Reference/ Date | Summary of Non-Conformance | Date SEOR Response Received | Reinspection Required | Date Contractor Verification Received (See Note 1) | Status (See Note 2) |
|---|---|---|---|---|---|---|
| NC 1 | | | | | | |
| NC 2 | | | | | | |
| NC 3 | | | | | | |
| NC 4 | | | | | | |
| NC 5 | | | | | | |
| **NC 6** | | | | | | |

1. New items are in **bold**. For each non-conformance item above, the General Contractor or Subcontractor must sign and submit the Contractor Verification statement located in the RDP Response Report.

2. Non-conformance items remain " OPEN" until the Contractor Verification have been received. When the signed verifications have been received by the RDP, the item will be " CLOSED" .

SECTION 01 56 39

TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

A. The Work of this Section Includes: General protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

B. Related Requirements:
1. Section 311000 - Site Preparation and Site Clearing for temporary site enclosure fencing and for removing existing trees and shrubs.

1.2 SUSTAINABLE DESIGN REQUIREMENTS

A. Sustainable Design Requirements: The Owner requires the Contractor to implement practices and procedures to meet the Project's environmental performance goals, which include achieving LEED v4 Certification. Refer to Section 01 81 13 "Sustainable Design Requirements" for the Project's target certification level and specific LEED requirements. The Contractor shall ensure that the requirements related to the Project's sustainability design goals are implemented to the fullest extent. Substitutions, or other changes to the work proposed by the Contractor or their Subcontractors, will not be allowed if such changes compromise the Project's sustainability goals and LEED certification.

1.3 DEFINITIONS

A. Caliper: Diameter of a trunk measured by a diameter tape or the average of the smallest and largest diameters at a height 6 inches above the ground for trees up to and including 4-inch size at this height and as measured at a height of 12 inches above the ground for trees larger than 4-inch size.

B. Caliper (DBH): Diameter breast height; diameter of a trunk as measured by a diameter tape or the average of the smallest and largest diameters at a height 54 inches above the ground line for trees with caliper of 8 inches or greater as measured at a height of 12 inches above the root flair.

C. International Society of Arboriculture Chapter, Inc. (ISA).

D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.

E. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.

F. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.
   1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:
      a. Tree-service firm's personnel, and equipment needed to make progress and avoid delays.
      b. Arborist's responsibilities.
      c. Quality-control program.
      d. Coordination of Work and equipment movement with the locations of protection zones.
      e. Trenching by hand or with air spade within protection zones.
      f. Field quality control.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:
   1. Include plans, elevations, sections, and locations of protection-zone fencing and signage, showing relation of equipment-movement routes and material storage locations with protection zones.
   2. Detail fabrication and assembly of protection-zone fencing and signage.
   3. Indicate extent of trenching by hand or with air spade within protection zones.

C. Samples: For each type of the following:
   1. Organic Mulch: 1-pint volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.

D. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction. Any pruning shall be coordinated with the Owner’s Representative and the Campus in advance.
   1. Species and size of tree.
   2. Location on site plan. Include unique identifier for each.
   3. Reason for pruning.
   4. Description of pruning to be performed.
   5. Description of maintenance following pruning.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For arborist and tree service firm.

B. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.

C. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

D. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
   1. Use sufficiently detailed photographs or video recordings.
   2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

E. Quality-control program.

## 1.7 QUALITY ASSURANCE

A. Arborist Qualifications: Certified Arborist as certified by the International Society of Arboriculture Chapter, Inc.

B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.

C. Quality-Control Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work without damaging trees and plantings. Include dimensioned diagrams for placement of protection zone fencing and signage, the arborist's and tree-service firm's responsibilities, instructions given to workers on the use and care of protection zones, and enforcement of requirements for protection zones.

## 1.8 FIELD CONDITIONS

A. The following practices are prohibited within protection zones:
   1. Storage of construction materials, debris, or excavated material.
   2. Moving or parking vehicles or equipment.
   3. Foot traffic.
   4. Erection of sheds or structures.
   5. Impoundment of water.
   6. Excavation or other digging unless otherwise indicated.
   7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

B. Do not direct vehicle or equipment exhaust toward protection zones.

C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

# PART 2 - PRODUCTS

## 2.1 MATERIALS

A. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements:
   1. Wood Protection-Zone Fencing: Constructed of three 2-by-6-inch horizontal rails, with 4-by-4-inch preservative-treated wood posts spaced not more than 96 inches apart.

a. Height: 48 inches.
b. Lumber: Comply with requirements in Section 061053 - Rough Carpentry.

B. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering and as follows:
1. Size and Text: 8 ½" by 11", "VEGETATION AND SOIL PROTECTION ZONE, NO VEHICLES, NO STORAGE".

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

B. Prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

### 3.2 PREPARATION

A. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated. Flag each tree trunk at 54 inches above the ground.

B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

### 3.3 PROTECTION ZONES

A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.

B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect. Install one sign spaced approximately every 20 feet on protection-zone fencing, but no fewer than four signs with each facing a different direction.

C. Maintain protection zones free of weeds and trash.

D. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.
1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.

2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

## 3.4 CROWN PRUNING

A. Prune branches that are affected by temporary and permanent construction. Prune branches with the approval of the Owner's Representative and Campus.
   1. Prune to remove only injured, broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
   2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
   3. Pruning Standards: Prune trees according to ANSI A300 (Part 1).

B. Unless otherwise directed by arborist and acceptable to Architect, do not cut tree leaders.

C. Cut branches with sharp pruning instruments; do not break or chop.

D. Do not paint or apply sealants to wounds.

E. Provide subsequent maintenance pruning during Contract period as recommended by arborist.

F. Chip removed branches and dispose of off-site.

## 3.5 FIELD QUALITY CONTROL

A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

## 3.6 REPAIR AND REPLACEMENT

A. General: Repair or replace in-kind trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by the Owner's Representative and Campus.
   1. Submit details of proposed pruning and repairs.
   2. Perform repairs of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.
   3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.

## 3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION 01 56 39

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SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes requirements for Construction Waste Management (CWM), with criteria for recycling and/or salvaging demolition and construction waste generated during the project. This section specifies the requirements for the management of non-hazardous building construction and demolition waste.

B. Waste disposal in landfills shall be minimized to the greatest extent possible. Of the inevitable waste that is generated, as much of the waste material as economically feasible shall be salvaged, recycled or reused.

C. Contractor shall use all reasonable means to divert construction and demolition waste from landfills and incinerators, and facilitate their salvage and recycle not limited to the following:

1. Waste Management Plan development and implementation.
2. Techniques to minimize waste generation.
3. Sorting and separating of waste materials.
4. Salvage of existing materials and items for reuse or resale.
5. Recycling of materials that cannot be reused or sold.

D. At a minimum, the following waste categories shall be diverted from landfills:

1. Soil.
2. Inerts (eg, concrete, masonry and asphalt).
3. Clean dimensional wood and palette wood.
4. Green waste (biodegradable landscaping materials).
5. Engineered wood products (plywood, particle board and I-joists, etc).
6. Metal products (eg, steel, wire, beverage containers, copper, etc).
7. Cardboard, paper and packaging.
8. Bitumen roofing materials.
9. Plastics (eg, ABS, PVC).
10. Carpet and/or pad.
11. Gypsum board.
12. Insulation.
13. Paint

E. Related Work:

1. Section 02 41 00, DEMOLITION.
2. Section 018113, SUSTAINABLE DESIGN REQUIREMENTS.

1.2 REFERENCES

A. LEED – Leadership in Energy and Environmental Design, https://www.usgbc.org/leed

B. CWM – Construction Waste Management

C. EO22 – Executive Order 22, https://www.governor.ny.gov/executive-order/no-22-leading-example-directing-state-agencies-adopt-sustainability-and

1.3 PERFORMANCE REQUIREMENTS

A. Prepare and submit a CWM Plan to the Design Professional for approval. The CWM Plan shall outline the provisions to be implemented to salvage for reuse or to recycle demolition and construction waste generated during the project.

1. The end-of-project recycling rate when possible shall equal, at minimum, 75 percent for 2 LEED credits (by weight) of the total waste from construction, demolition, and land clearing activities.

a. Contractors are encouraged to achieve higher levels of diversion from landfill if possible, as this benefits long-term landfill management and the LEED rating system awards additional points if exemplary performance levels are reached.

B. The approved CWM Plan shall be implemented throughout the duration of the project and documented in accordance with the SUBMITTALS Article below.

C. The CWM Plan shall include, but not be limited to, the following components:

1. Re-Used materials/equipment: Materials or equipment to be removed from the site or turned over to the State shall be documented.

a. Documentation shall include the materials turned over, weight or quantity of materials/equipment and a letter on company letterhead indicating the intended use of items.

2. Listing of Targeted Materials: Develop a list of the waste materials from the Project that will be targeted for reuse, salvage, or recycling. The following materials at minimum shall be accounted for (materials that will not be recycled shall be indicated as such):

a. Cardboard, paper, packaging
b. Acoustical Ceiling Tiles
c. Clean dimensional wood, palette wood
d. Beverage containers
e. Land clearing debris
f. Concrete
g. Stone
h. Concrete Masonry Units (CMU)
i. Asphalt
j. Metals from banding, stud trim, ductwork, piping, rebar, roofing,
k. windows, other trim, steel, iron, galvanized sheet steel, stainless
l. steel, aluminum, copper, zinc, lead, brass, and bronze
m. Gypsum board

n. Carpet and pad
o. Paint
p. Asphalt roofing shingles if applicable for any existing building
q. demolition
r. Rigid Foam
s. Glass
t. Plastics
u. Woods

3. Sorting Method: Provide a description of the means of sorting and transporting the recyclable materials (materials will be on-site sorted and then hauled to designated centers).
4. Recycling facilities: Provide the name of the recycling facilities(s) where materials will be sent for recycling, how it will be recycled, and the applicable fee(s).
5. Landfill Information: Provide the name of the landfill(s) where trash will be disposed of and the applicable landfill tipping fee(s).
6. Additional Information: Include any additional information deemed relevant to describe the scope and intent of the CWM Plan to the Design Professional.
7. Subcontractor Requirements: Construction Waste Management and recycling requirements shall be incorporated into all Subcontractors' contracts.

1.4 SUBMITTALS

A. Submittal Requirements:

1. A copy of the CWM Plan, as defined in the PERFORMANCE REQUIREMENTS Article above.
2. Contractors shall submit a monthly Waste Management submission.

a. This submission shall include waste receipts and a completed Waste Management Form. (a sample form is included at the end of this Section identified as Exhibit "A").

3. Calculations and supporting documentation to demonstrate end-of– project recycling rates meeting the requirements of the CWM Plan. Note: These calculations and supporting documentation are required regardless of method of processing (on-site or off-site separations). Use these Solid Waste Conversion Factors only if tipping tickets are not available if the weight in each dumpster or container is not directly measured.

a. Solid Weight Conversion Factors

1) Mixed Waste 350 lbs/cubic yard
2) Wood 300 lbs/cubic yard
3) Cardboard 100 lbs/cubic yard
4) Gypsum Board 500 lbs/cubic yard
5) Rubble 1,400 lbs/cubic yard
6) Steel 1,000 lbs/cubic yard

b. Record and document the total weight (in tons) of all demolition and construction waste materials sent to the landfill, or recycled or salvaged. Monthly Waste Management Reporting Forms shall be used as the basis for determining the total amount of waste recycled or salvaged for the project. The monthly reporting forms shall specify:

1) The number of dumpsters or other containers of recycled or salvaged materials for that month.
2) The volume (in cubic yards) of each dumpster or container of recycled or salvaged materials for that month.
3) The type of recycled or salvaged material contained in each dumpster or container.
4) The weight of the recycled or salvaged material in each dumpster or container. For materials not contained in the Solid Waste Conversion Factors above propose a conversion factor for review by the Design Professional.
5) In addition, provide the name of the receiving facilities/companies that will be purchasing or accepting the recycled or salvaged materials. Receipts or other proof of facility reception of materials is required.
6) For materials separated for recycling off-site, establish a method for tracking the weight of the recycled material. The method shall be included in the CWM Plan for the Design Professional review and approval.

c. In the case of off-site separation, ensure the transfer station used will provide tickets with required information on delivery weights (or volume with appropriate conversions), and proof of recycling rates for reporting.
d. Calculate the end-of-project recycling rate percentage by dividing the recycled and salvaged waste (in tons) by the total waste generated (recycled, salvaged, and landfilled waste – also in tons), and multiplying by 100.
e. For materials turned over to others for reuse, provide documentation on company letterhead indicating the material(s), the quantity (either by weight or units), the date, and the intended reuse of the product

## PART 2 - EXECUTION

### 2.1 IMPLEMENTATION

A. The following implementations of the CWM Plan will be the responsibility of either the Contractor for the Construction Work or the CWM Contractor if that work is bid out under separate contract.

1. Containers: Provide containers and the removal of all waste, non-returned surplus materials, and rubbish from the site in accordance with the Waste Management Plan. Oversee and document the results of the Plan. The Prime Contractors shall be responsible for collecting, sorting, and depositing in designated areas, their waste, non-returned surplus materials, and rubbish, as per the CWM Plan.

B. Instruction: Provide on-site instruction of appropriate separation, handling and recycling, salvage, reuse and return methods to be used by all parties in appropriate stages of the Project.

C. Separation of materials: Recycling and waste bin areas are to be kept neat and clean, and clearly marked.

1. On-site separation: Lay out a specific area(s) to facilitate separation of materials for potential recycling, salvage, reuse and return. Each potential material shall be collected and stored to avoid being mixed with other materials

2.2 MEETINGS

A. Conduct Construction Waste Management meetings. Meetings shall include Subcontractors affected by the CWM Plan. At a minimum, waste management goals and issues shall be discussed at the following meetings:

1. Pre-bid meeting.
2. Pre-construction meeting.
3. Regular job-site meetings.

B. GFRG Access Panels and Frames: Provide products of manufacturers as indicated herein.

2.3 MONTHLY WASTE MANAGEMENT REPORTING FORMS

A. Monthly Waste Management Reporting Forms, as required in the SUBMITTALS Article above, shall be submitted to the Design Professional for review throughout the duration of the project

END OF SECTION 08 31 13

**LEED CONSTRUCTION WASTE CALCULATOR (SAMPLE)**

**Unit of measure (tons, cubic yards)**

| | | RECORD DIVERTED WASTE BY EITHER WEIGHT OR VOLUME CONSISTANTLY | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Date | Diversion location/ method of diversion | Asphalt | Concrete | Steel | Metal | Wood | Gypsum | Screen fines | Cardboard | Plastic | Other | Other | Landfill |
| 1/1/2017 | ABC hauler | 12 | 5 | | 5 | | | 12 | | 10 | | | |
| 1/2/2017 | Reused on site | 25 | | | 10 | | | | | | | | 5 |
| 1/3/2017 | XYZ Salvage Yard | | | | 10 | | | | | | | | 5 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| TOTALS | | 37 | 5 | 0 | 25 | 0 | 0 | 12 | 0 | 10 | 0 | 0 | 10 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | TOTAL CONSTRUCTION WASTE | | | 99 |
| | | | | | | | | | | TOTAL DIVERTED WASTE | | | 89 |
| | | | | | | | | | | TOTAL LANDFILLED WASTE | | | 10 |
| | | | | | | | | | | RATE OF WASTE DIVERSION | | | 89.90% |

# SECTION 01 81 13.

# SUSTAINABLE DESIGN REQUIREMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes general requirements and procedures for compliance with certain prerequisites and credits needed for Project to obtain "LEED Version 4 and v4.1 for Building Design and Construction" (LEED v4 BD+C and LEED v4.1 BD+C) based on USGBC's LEED v4 BD+C and sustainability requirements necessary for SUCF Directive: 1B-2 CLCPA, E.O. 22 and SUNY Policy Compliance.

1. Specific requirements for LEED are also included in other Sections.
2. Some LEED prerequisites and credits needed to obtain LEED certification depend on product selections and may not be specifically identified as LEED requirements. Compliance with requirements needed to obtain LEED prerequisites and credits may be used as one criterion to evaluate substitution requests and comparable product requests.

B. Related Work:

1. The Contract Documents, including but not limited to, the Drawings, LEED Checklist for the project, and Individual Specification Sections, apply to this Section.
2. Related Requirements:

    a. Section 01 33 00, "Submittal Procedures.".
    b. Section 01 57 31, "Indoor Air Quality Management."
    c. Section 01 74 19, "Construction Waste Management."
    d. Section 01 91 13, "General Commissioning Requirements."
    e. Section 01 33 29, “Sustainable Design Reporting”

### 1.2 REFERENCES

A. USGBC - United States Green Building Council, Washington, DC 20036, www.usgbc.org.

B. LEED: Leadership in Energy & Environmental Design.

C. GBCI: Green Building Certification Institute, www.gbci.org.

D. FSC - Forest Stewardship Council - U.S., Washington, DC 20007, www.fscus.org.

E. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association, Chantilly, VA 20151, www.smacna.org.

F. ASHRAE: American Society of Heating Refrigeration and Air Conditioning Engineers, www.ashrae.org

G. Embodied Carbon Guidance- https://sucf.suny.edu/sites/default/files/docs/1B-2.pdf

1.3 DEFINITIONS

A. Authority Having Jurisdiction (AHJ): a federal, state, local or other regional authority having statutory authority over the project.

B. Bio-Based Materials: Materials that meet the Sustainable Agriculture Network's Sustainable Agriculture Standard. Bio-based raw materials shall be tested using ASTM D 6866 and be legally harvested, as defined by the exporting and receiving country.

C. CDPH Standard Method v1.2: California Department of Public Health (CDPH) Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers, v. 1.2–2017, for the emissions testing and requirements of products and materials.

D. Chain-of-Custody (COC): A procedure that tracks a product form the point of harvest or extraction to its end use, including all successive stage of processing, transformation, manufacturing, a distribution.

E. Chain-of-Custody Certificates: Certificates signed by manufacturers and fabricators certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001.

F. Composite Wood and Agrifiber: Products made of wood particles and/or plant material pressed and bonded with adhesive or resin such as particleboard, medium density fiberboard (MDF), plywood, wheatboard, strawboard, panel substrates, and door cores.

G. Declare: a transparency platform and healthy materials advocacy tool. Declare includes a database of manufacturer reported materials with full ingredients disclosure.

H. Embodied Carbon Footprint: carbon dioxide emissions created as a by- product of manufacturing, transporting, or disposing of a consumer product; a tool for calculating ecological footprint and environmental impact

I. Environmental Product Declaration (EPD): An independently verified report based on life-cycle assessment studies that have been conducted according to a set of common rules for each product category and peer-reviewed.

1. Product-Specific Declaration: A product with a publicly available, critically reviewed life-cycle assessment conforming to ISO 14044 that has at least a cradle to gate scope.
2. Industry-Wide (Generic) EPD: Provide products with third-party certification (Type III), including external verification, in which the manufacturer is explicitly recognized as a participant by the program operator. EPD must conform to ISO 14025, 14040, 14044, and EN 15804 or ISO 21930 and have at least a cradle to gate scope.
3. Product-Specific Type III EPD: A product with a third-party certification, including external verification, in which the manufacturer is explicated recognized by the program operator. EPD must conform to ISO 14025, 14040, 14044, and EN 15804 or ISO 21930 and have at least a cradle to gate scope.

J. Extended Producer Responsibility (EPR): Measures undertaken by the maker of a product to accept its own and sometimes other manufacturers’ products as postconsumer waste at the end of the products’ useful life, such as a “take-back-program.

K. FSC Wood: Certified to Forest Stewardship Council 100% labeling standards. Chain of Custody must be maintained from harvest through final product manufacturing, including millwork shop

L. Global Warming Potential (GWP)- A measure of how much heat a greenhouse gas traps in the air compared to carbon dioxide ($CO_2$)

M. Health Product Declaration Open Standard (HPD): A standard format for reporting product content and associated health information for building products and materials.

N. Indoor Air Quality (IAQ) Management Plan: Plan developed by the Contractor to provide a healthy indoor environment for workers and building occupants during construction. Plan must meet or exceed the recommendations of the Sheet Metal and Air Conditioning Contractors National Association (SMACNA) "IAQ Guidelines for Occupied Buildings Under Construction.

O. Life Cycle analysis (LCA) - Life cycle analysis (LCA), also known as life cycle assessment, is a methodology that is used to measure the environmental impacts of a building, product, or process over the full life cycle of a product, building or process, from raw material extraction through end-of-life and disposal

P. Material Construction Budget: Total cost of all materials. Excludes labor, soft costs, and land.

Q. Material Cost: The dollar value of materials being provided to the site, after Contractor mark-ups, including transportation costs, taxes, fees, and shop labor, but excluding field install and field labor costs.

R. Materials Reuse: Reuse includes salvaged, refurbished, or reused products.

S. Material Ingredients Reporting (LEED): Products for which the chemical ingredients in the product are inventoried using an accepted methodology and for selecting products verified to minimize the use and generation of harmful substances. Can include reporting from ANSI/BIFMA, Cradle to Cradle, Declare, Facts, Global Green TAD PHD Labels, Health Product Declarations, Living Product Challenge, Manufacturer Disclosed Inventory, and Product Lens certifications,

T. Recycled Content: Recycled content is the sum of post-consumer recycled content plus one-half the pre-consumer recycled content, based on cost.

1. "Post-consumer" material is defined as waste material generated by households or by commercial, industrial, and institutional facilities in their role as end users of the product, which can no longer be used for its intended purpose.
2. "Pre-consumer" material is defined as material diverted from the waste stream during the manufacturing process. Excluded is reutilization of materials, such as rework, regrind, or scrap, generated in a process and capable of being reclaimed within the same process that generated it.

U. Regional Materials: Materials that are extracted, harvested, recovered, and manufactured within a radius of 100 miles from the Project site.

V. Volatile Organic Compounds (VOCs): Carbon compounds that participate in atmospheric photochemical reactions.

W. Volatile Organic Compounds (VOC) Emissions Test: Refer to CDPH Standard Method v1.2 definition..

1.4 ADMINISTRATIVE REQUIREMENTS

A. Submit all required documentation to the Architect and Sustainability Consultants for submission to the USGBC/ GBCI and respond to questions and requests from USGBC/ GBCI regarding LEED credits that are the responsibility of the Contractor, that depend on product selection or product qualities, or that depend on Contractor's procedures until the USGBC has made its determination on the Project's LEED certification application.

B. Provide materials and procedures necessary to obtain LEED prerequisites and credits required in this section. Other sections may specify requirements that contribute to LEED prerequisites and credits. Refer to other sections for additional materials and procedures necessary to obtain LEED prerequisites and credits.

C. Respond to questions and requests for additional information from Architect and the USGBC regarding LEED credits until the USGBC has made its determination on the project's LEED certification application.

D. Sustainability Kickoff Meeting: Schedule a conference at a time convenient to Owner and Architect within 21 days prior to commencement of the work for a Sustainability Kickoff meeting to be conducted by the project Sustainability Consultants.

1. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, [Owner’s Project Manager,] Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: LEED and Embodied Carbon goals for the project, Contractor’s action plans, and discussion of targeted LEED Prerequisites and Credits.

E. See additional general responsibilities under 3.4 of this specification

1.5 SUBMITTALS

A. General: Submit additional sustainable design submittals required by other Specification Sections.

B. SUCF 1B-2 CLCPA, Executive Order 22 Requirements- Project must meet the requirements of NYS Executive Order 22: Leading by Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program, including requirements for using approved green procurement specifications for all covered items, elimination of fossil-fuel equipment, calculation and reporting of embodied carbon, utilizing DEC’s Value of Carbon Guidance for decision making, waste diversion, zero emissions vehicles transition, toxic use reduction, green infrastructure and sustainable landscaping per the Ecological Integrity Guidance, climate risk mitigation, and impact on disadvantaged communities.

C. Sustainable design submittals:

1. If submitted item is identical to that submitted to comply with other requirements, include an additional copy with other submittal as a record copy of compliance with indicated LEED requirements instead of separate sustainable design submittal. Mark additional copy "Sustainable design submittal."

2. Product data, invoices, receipts, certification letters, Third-Party labels, Distance documentation, and other documentation demonstrating compliance with specified requirements. Sustainability submittal requirements are in addition to other submittal requirements specified in the construction documents.

D. LEED Progress Reports: Ongoing Monthly Sustainable Design Progress Reports: Concurrent with each Application for Payment, submit reports comparing actual construction and purchasing activities with sustainable design action plans. Provide Material Reporting Submittal Cover Sheet for all materials to support items ‘d’ and ‘e’ below. See sample monthly report, sample cover sheet and sample tracking calculator in the Appendix.

1. Report should include progress for:

a. Construction Activity Pollution Prevention (SWIPP or other stormwater management activities)
b. (CWM) Construction Waste Management tracking of waste diverted (see
c. Construction Indoor Air Quality Management tracking of activities and inspection logs
d. Material tracking for sustainable attributes

1) Environmental Product Declarations
2) Sourcing of Raw Materials
3) Material Ingredient Reports

e. Material tracking for Low Emitting Materials

1) Paints and coatings
2) Adhesives and sealants
3) Flooring
4) Products containing composite wood or agrifiber products or wood glues-No Urea Formaldehyde
5) Ceilings
6) Wall
7) Insulation

2. Project LEED Consultants will provide templates for

a. Low Emitting and Materials Tracking Sheets
b. Construction Waste Management Tracking Sheet
c. Construction Waste Management Plan Template
d. Construction IAQ Plan Template

E. Project Materials Cost Data: Provide statement indicating total cost for all materials used for Project. Costs exclude labor, overhead, and profit. Include breakout of costs for materials falling within Construction Specifications Institute (CSI) 2012 Master Format Divisions 3-10, 12, 31, and 32.

1. The following can be EXCLUDED from LEED material documentation:

a. Plumbing
b. Mechanical equipment
c. Electrical equipment
d. Specialty items, such as elevators and equipment.

1.6 SUBMITTAL DETAILS

A. SSp1: Construction Activity Pollution Prevention

1. SWPP Plan
2. Provide copies of periodic inspection reports showing adherence to the project's SWPP Plan.

B. MRc Construction Waste Management (based on LEED v4)Documentation complying with Section 017419 "Construction Waste Management and Disposal." LEED Consultant to provide templates.

1. Construction Waste Management Plan
2. Ongoing summarized waste tracking calculator

C. MRc Material Tracking:

1. Update monthly Material Tracking Spreadsheet (provided by LEED consultant)
2. Provide backup product data cutsheets and certification letter from product manufacturers.
3. Provide material cost.
4. Provide Material Reporting Submittal Cover Sheet for all materials to support items material tracking, see sample coversheets and sample tracking calculator in the Appendix.
5. MRc Environmental Product Declarations (based on LEED v4.1 requirements): Identify manufacturers suppling products with Environmental Product Declarations.
6. MRc Sourcing of Raw Materials (based on LEED v4.1 requirements)

    a. Reused Materials: List of proposed salvaged and refurbished materials. Identify each material that will be salvaged or refurbished. Include its source, cost, and replacement cost if item was to be purchased new. Note: Heating, plumbing and electric components are excluded from this credit.
    b. Recycled Content: List of proposed recycled content materials. Identify each material with recycled content. Include its cost, post-consumer recycled content, and pre-consumer recycled content. Note: Heating, plumbing and electric components are excluded from this credit.
    c. Regional Materials: List of proposed regional materials. Identify each regional material. Include its source, cost, and the fraction by weight that is considered regional. Note: Heating, plumbing and electric components are excluded from this credit.
    d. Bio-Based: List of proposed Bio-Based Materials Identify the manufacturer's name and content of the product submitted, and the cost of the product.
    e. Certified Wood: Identify manufacturers' name(s), percentage of FSC Certified Content, total cost of FSC Certified materials installed on the project, total cost of wood installed on the project, and provide invoices and Chain of Custody Documentation for each FSC certified product installed on the project.
    f. Extended Producer Responsibility: Identify material manufacturers that have end of life programs, such as take back programs.

7. Material Ingredient Reporting (based on LEED v4.1 requirements) – ie. Health Product Declaration" Identify manufacturers supplying products with qualifying Material Ingredient reporting.

D. EQc Low-Emitting Materials (based on LEED v4.1):

1. Update monthly Low Emitting Material Tracking Spreadsheet (provided by LEED consultant).
2. Provide coversheet for all materials to support items material tracking, see sample coversheets and sample tracking calculator at the end of this specification.
3. Provide product data, costs, volume and manufacturer documentation for all products below installed within the weather barrier showing compliance with requirements for low-emitting materials as outlined below for the following materials:

    a. Paints and Coatings:

        1) Provide product cost and volume used for each paint and coating applied within the weather barrier.
        2) VOC Evaluation: (75% by volume or surface area) Provide, compliant certificates showing (CDPH) California Department of Health Standard Testing Method v1.2 for products.
        3) VOC Content: 100 % of field applications that are inside the weatherproofing system, paints and coatings will meet VOC content limits of authorities having jurisdiction.

    b. Adhesives and Sealants:

        1) Provide product cost and volume used for each paint and coating applied within the weather barrier.
        2) VOC Evaluation: (75% by volume or surface area) Provide, compliant certificates showing (CDPH) California Department of Health Standard Testing Method v1.2 for products.
        3) VOC Content: 100 % of field applications that are inside the weatherproofing system, adhesives and selants will meet VOC content limits of authorities having jurisdiction.

    c. Flooring: (90% by cost or surface area)

        1) Identify each flooring product installed in the building interior. Provide costs and documentation confirming that it has been tested according to California Department of Public Health (CDPH) Standard Method v1.2–2017.

    d. Composite Wood: (75% by cost or surface area)

        1) Identify each composite wood and agrifiber products installed in the building interior. Provide cost and document confirming that it meets the formaldehyde emissions evaluation as described in LEED v4.1 Low Emitting requirements.

    e. Wall Panels (75% by cost or surface area)

        1) Identify each flooring product installed in the building interior. Provide product cost and documentation confirming that it has been tested according to California Department of Public Health (CDPH) Standard Method v1.2–2017.

    f. Ceilings (90% by cost or surface area)

1) Identify each ceiling finish product installed in the building interior. Provide product cost and documentation confirmation that it has been tested according to California Department of Public Health (CDPH) Standard Method v1.2–2017.

g. Insulation (75% by cost or surface area)

1) Identify each insulation product installed in the building interior. Provide product cost and documentation confirming that it has been tested according to California Department of Public Health (CDPH) Standard Method v1.2–2017.

E. Construction Indoor-Air-Quality (IAQ) Management: (based on LEED v4) Comply with submittal requirements of Section 01 57 31, "Indoor Air Quality Management."

1. Construction IAQ management plan.
2. Product data for temporary filtration media.
3. Product data for filtration media used during occupancy.
4. Construction Documentation: Six photographs at three different times during the construction period, along with a brief description of the SMACNA approach employed, documenting implementation of the IAQ management measures, such as protection of ducts and on-site stored or installed absorptive materials.
5. Ongoing inspection of jobsite compliance with the IAQ Plan along with inspection reports regularly sent to the project Sustainability Consultants and project Architect.

F. IAQ Assessment After Construction:

1. Signed statement describing the building air flush-out procedures, including the dates when flush-out was begun and completed and statement that filtration media was replaced after flush-out.
2. Product data for filtration media used during flush-out and occupancy.
3. Report from testing and inspecting agency indicating results of IAQ testing and documentation showing compliance with IAQ testing procedures and requirements.

1.7 EMBODIED CARBON SUSTAINABILITY SUBMITTAL REQUIREMENTS:

A. General

1. For each product in the submittal include, as required, the following items, as applicable:
   a. Product Material Cost
   b. Manufacturer’s published product data
   c. Product emissions testing results
   d. Quantities of materials
   e. Third-party Label like Environmental Product Declaration (EPD)
   f. Global Warming Potential (GWP)
2. For all purchased salvaged products, provide the salvage location and receipts from seller.
3. Cover sheet with each submittal to mark which responsible material sourcing attributes apply to that product. See at the bottom of the specification.

B. Concrete Sustainable Design Submittals:

1. Environmental Product Declaration (EPD): Submit EDPs, when available, in accordance with the General Requirements Section 01 33 29 – Sustainable Design Reporting.
   a. Submit a product specific EPD for 90% by volume for all concrete mixes used in the project as scheduled in the Cast-In-Place Concrete specification.
   b. Impact Categories:
      1) Global Warming Potential (GWP): All GWP information submitted shall be in the form of kgCO2eq/kg.
         a) Submit documentation verifying compliance with NYS Buy Clean Concrete Guidelines. Concrete shall meet the maximum allowable Global Warming Potential (GWP) limits listed in the guidelines. The guidelines can be found at the website below: https://ogs.ny.gov/nys-buy-clean-concrete-guidelines-0
      2) Ozone Depletion Potential (ODP): All ODP information submitted shall be in the form of kgCFC-11/kg.
      3) Acidification Potential (AP): All AP information submitted shall be in the form of kgSO2/kg.
      4) Eutrophication Potential (EP): All EP information submitted shall be in the form of kg N/kg.
      5) Smog Formation Potential (SFP): All SFP information submitted shall be in the form of kgO3/kg.
      6) Non-Renewable Energy Consumption (NREC): All NREC information submitted shall be in the form of MJ.
   c. Waiver: A waiver will need to be requested if suppliers cannot meet the GWP limits or if they are unable to provide EPDs. The waiver request shall include the following information.
      1) The concrete mix(es) being given the exemption, including compressive strength.
      2) Provide documentation of mix composition if no EPD is available.
      3) The reason for the exemption, for example, the only available suppliers in the local area currently not being able to produce EPDs yet, or unavailability of materials to produce low embodied carbon mixes.
      4) The methods that will be used to reduce concrete GWP on the project; if no methods were taken, contractor should set forth the reason(s).
      5) Any other factors affecting the decision to grant a waiver.

2. Bill of Materials: Material supplier(s) shall provide a report to the General Contractor, at the completion of cast-in-place concrete scope of work, or as soon thereafter when the material sources are known, summarizing all concrete quantities and the location where each material was obtained. Each unique mix design used on the project shall be itemized.
   a. In addition to the requirements above, report the following in cubic yards for concrete and itemize as required for each unique mix design:
      1) Total Concrete Volume in cubic yards

C. Concrete and Masonry Reinforcing Sustainable Design Submittals:

1. Environmental Product Declaration (EPD): Submit EDPs, when available, in accordance with the General Requirements Section 01 33 29 – Sustainable Design Reporting.
   a. Submit an EPD for each mill providing reinforcing steel as specified in the Reinforcing Steel specification
   b. Impact Categories:
      1) Global Warming Potential (GWP): All GWP information submitted shall be in the form of kgCO2eq/kg.
      2) Ozone Depletion Potential (ODP): All ODP information submitted shall be in the form of kgCFC-11/kg.

3) Acidification Potential (AP): All AP information submitted shall be in the form of kgSO2/kg.
4) Eutrophication Potential (EP): All EP information submitted shall be in the form of kg N/kg.
5) Smog Formation Potential (SFP): All SFP information submitted shall be in the form of kgO3/kg.
6) Non-Renewable Energy Consumption (NREC): All NREC information submitted shall be in the form of MJ.

2. Bill of Materials: Material supplier(s) shall provide a report to the General Contractor, at the completion of concrete reinforcing installation scope of work, or as soon thereafter when the material sources are known, summarizing all reinforcing quantities and the location where each material was obtained. Each unique ASTM material grade, finish and coating used on the project shall be itemized.
   a. In addition to the requirements above, report the following in pounds for reinforcing and itemize as required for each reinforcing product:
      1) Total Mild Reinforcing Weight in pounds.

D. Masonry Sustainable Design Submittals:

1. Environmental Product Declaration (EPD): Submit EDPs, when available, in accordance with the General Requirements Section 01 33 29 – Sustainable Design Reporting.
   a. Submit an EPD for each block type and grout mix design specified in the Unit Masonry specification
   b. Impact Categories:
      1) Global Warming Potential (GWP): All GWP information submitted shall be in the form of kgCO2eq/kg.
      2) Ozone Depletion Potential (ODP): All ODP information submitted shall be in the form of kgCFC-11/kg.
      3) Acidification Potential (AP): All AP information submitted shall be in the form of kgSO2/kg.
      4) Eutrophication Potential (EP): All EP information submitted shall be in the form of kg N/kg.
      5) Smog Formation Potential (SFP): All SFP information submitted shall be in the form of kgO3/kg.
      6) Non-Renewable Energy Consumption (NREC): All NREC information submitted shall be in the form of MJ.

2. Bill of Materials: Material supplier(s) shall provide a report to the General Contractor, at the completion of the unit masonry scope of work, or as soon thereafter when the material sources are known, summarizing all block, grout and mortar quantities and the location where each material was obtained. Each unique block type/design used on the project to be itemized
   a. In addition to the requirements above, report the following in pounds for masonry block units and cubic yards for grout and mortar, and itemize as required for each unique block type/design:
      1) Total Masonry Block Weight

E. Steel Sustainable Design Submittals:

1. Environmental Product Declaration (EPD): Submit EDPs, when available, in accordance with the General Requirements Section 01 33 29 – Sustainable Design Reporting.

a. Submit an EPD for each structural steel type specified in the Structural Steel specification; including but not limited to Hollow structural steel sections, Hot-Rolled Sections, Fabricated Steel Plate, and Galvanized steel.
b. Impact Categories:
    1) Global Warming Potential (GWP): All GWP information submitted shall be in the form of kgCO2eq/kg.
    2) Ozone Depletion Potential (ODP): All ODP information submitted shall be in the form of kgCFC-11/kg.
    3) Acidification Potential (AP): All AP information submitted shall be in the form of kgSO2/kg.
    4) Eutrophication Potential (EP): All EP information submitted shall be in the form of kg N/kg.
    5) Smog Formation Potential (SFP): All SFP information submitted shall be in the form of kgO3/kg.
    6) Non-Renewable Energy Consumption (NREC): All NREC information submitted shall be in the form of MJ.

2. Bill of Materials: Material supplier(s) shall provide a report to the General Contractor, at the completion of structural steel installation scope of work, or as soon thereafter when the material sources are known, and at the completion of the primary structural frame, summarizing all structural steel quantities and the location where each material was obtained. Each unique ASTM material grade used on the project to be itemized.
    a. In addition to the requirements above, report the following in pounds and itemize as required for each unique steel product:
        1) Total Structural Steel Weight in pounds

F. Metal Decking Sustainable Design Submittals:

1. Environmental Product Declaration (EPD): Submit EDPs, when available, in accordance with the General Requirements Section 01 33 29 – Sustainable Design Reporting.
    a. Submit an EPD for each metal decking type specified in the metal decking specification.
    b. Impact Categories:
        1) Global Warming Potential (GWP): All GWP information submitted shall be in the form of kgCO2eq/kg.
        2) Ozone Depletion Potential (ODP): All ODP information submitted shall be in the form of kgCFC-11/kg.
        3) Acidification Potential (AP): All AP information submitted shall be in the form of kgSO2/kg.
        4) Eutrophication Potential (EP): All EP information submitted shall be in the form of kg N/kg.
        5) Smog Formation Potential (SFP): All SFP information submitted shall be in the form of kgO3/kg.
        6) Non-Renewable Energy Consumption (NREC): All NREC information submitted shall be in the form of MJ.

2. Bill of Materials: Material supplier(s) shall provide a report to the General Contractor, at the completion of metal decking installation scope of work, or as soon thereafter when the material sources are known, summarizing all metal decking quantities and the location where each material was obtained. Each unique ASTM material grade used on the project to be itemized.

a. In addition to the requirements above, report the following in pounds and itemize as required for each unique steel product:
   1) Total Steel Decking Weight in pounds.
   2) Steel Decking Weight for Miscellaneous connections not included in above.

G. Cold Formed Metal Framing Sustainable Design Submittals:

1. Environmental Product Declaration (EPD): Submit EDPs, when available, in accordance with the General Requirements Section 01 33 29 – Sustainable Design Reporting.
   a. Submit an EPD for each mill providing cold-formed metal type used in interior and exterior conditions.
   b. Impact Categories:
      1) Global Warming Potential (GWP): All GWP information submitted shall be in the form of kgCO2eq/kg.
      2) Ozone Depletion Potential (ODP): All ODP information submitted shall be in the form of kgCFC-11/kg.
      3) Acidification Potential (AP): All AP information submitted shall be in the form of kgSO2/kg.
      4) Eutrophication Potential (EP): All EP information submitted shall be in the form of kg N/kg.
      5) Smog Formation Potential (SFP): All SFP information submitted shall be in the form of kgO3/kg.
      6) Non-Renewable Energy Consumption (NREC): All NREC information submitted shall be in the form of MJ.

2. Bill of Materials: Material supplier(s) shall provide a report to the General Contractor, at the completion of installation, or as soon thereafter when the material sources are known, and at the completion of the primary cold form metal framing scope of work, summarizing all cold form metal framing quantities and the location where each material was obtained. Each unique ASTM material grade used on the project is to be itemized.
   a. In addition to the requirements above, report the following in pounds and itemize as required for each unique product:
      1) Total Cold-Formed Metal Framing Weight
      2) Cold-Formed Metal Framing Weight used in Horizontal Applications, e.g. Beams
      3) Cold-Formed Metal Framing Weight used in Vertical Applications, e.g. Walls/Bracing
      4) Cold-Formed Metal Framing Weight for Miscellaneous metals framing, and connections not included in above

H. Glazing Sustainable Design Submittals

1. Environmental Product Declaration (EPD): Submit EDPs, when available, in accordance with the General Requirements Section 01 33 29 – Sustainable Design Reporting.
   a. Submit an EPD for each glazing type specified in the Glazing specification section; including but not limited to flat glass, processed glass, and insulated glazing units.
   b. Impact Categories:
      1) Global Warming Potential (GWP): All GWP information submitted shall be in the form of kgCO2eq/kg.
      2) Ozone Depletion Potential (ODP): All ODP information submitted shall be in the form of kgCFC-11/kg.

3) Acidification Potential (AP): All AP information submitted shall be in the form of kgSO2/kg.
4) Eutrophication Potential (EP): All EP information submitted shall be in the form of kg N/kg.
5) Smog Formation Potential (SFP): All SFP information submitted shall be in the form of kgO3/kg.
6) Non-Renewable Energy Consumption (NREC): All NREC information submitted shall be in the form of MJ.

2. Bill of Materials: Bill of Materials: Material supplier(s) shall provide a report to the General Contractor, at the completion of the installation of the glazing scope of work, or as soon thereafter when the material sources are known, summarizing all material quantities and the location where each material was obtained. Each unique glazing product used on the project is to be itemized.
   a. In addition to the requirements above, report the following in square feet and itemize as required for each unique glazing product:
      1) Total glazing area in square feet.

I. Asphalt Paving Sustainable Design Submittals:

1. Environmental Product Declaration (EPD): Submit EDPs, when available, in accordance with the General Requirements Section 01 33 29 – Sustainable Design Reporting.
   a. Submit an EPD for each type specified in the Asphalt Paving specification section.
   b. Impact Categories:
      1) Global Warming Potential (GWP): All GWP information submitted shall be in the form of kgCO2eq/kg.
      2) Ozone Depletion Potential (ODP): All ODP information submitted shall be in the form of kgCFC-11/kg.
      3) Acidification Potential (AP): All AP information submitted shall be in the form of kgSO2/kg.
      4) Eutrophication Potential (EP): All EP information submitted shall be in the form of kg N/kg.
      5) Smog Formation Potential (SFP): All SFP information submitted shall be in the form of kgO3/kg.
      6) Non-Renewable Energy Consumption (NREC): All NREC information submitted shall be in the form of MJ.

2. Bill of Materials: Material supplier(s) shall provide a report to the General Contractor, at the completion of the installation of the asphalt paving scope of work, or as soon thereafter when the material sources are known, summarizing all material quantities and the location where each material was obtained. Each unique asphalt paving product, and grade used on the project is to be itemized.
   a. In addition to the requirements above, report the following in cubic yards and itemize as required for each unique asphalt paving product, and grade:
      1) Total asphalt paving Volume in cubic yards.

1.8 INFORMATIONAL SUBMITTALS

A. Sustainable Design Action Plans: Provide preliminary submittals within 30 days of date established for the Notice to Proceed, indicating how the following requirements will be met:

1. List of proposed products with Environmental Product Declarations (Based on LEED v4.1 requirements and Embodied Carbon requirements under SUCF 1B2).
2. List of proposed products complying with requirements for raw material and source extraction reporting. (Based on LEED v4.1 requirements). These include materials that are Bio-Based, Recycled Content, Wood, Reused, and have Extended Producer Responsibility programs – Such as take back program end of life.
3. List of proposed products complying with requirements for material ingredient reporting and optimization. (Based on LEED v4.1 requirements).
4. Waste management plan complying with Section 017419 "Construction Waste Management and Disposal." (Based on LEED v4 requirements).
5. Construction IAQ management plan. (Based on LEED v4 requirements).

1.9 QUALITY ASSURANCE

A. Sustainability Coordinator: Engage an experienced LEED Accredited Professional to be available throughout the duration of the entire construction project to coordinate LEED requirements

PART 2 - LEED/ SUSTAINABILITY THRESHOLDS

2.1 MATERIALS

A. Provide products and procedures necessary to obtain LEED credits required in this Section. Although other Sections may specify some requirements that contribute to these LEED credits, the Contractor shall provide additional materials and procedures necessary to obtain LEED credits indicated.

B. At least 20 different products from at least five different manufacturers shall have Environmental Product Declarations that comply with LEED requirements. Industry-wide (generic) Environmental Product Declarations shall be valued as one-half of a product.

C. At least 20 different products from at least five different manufacturers shall comply with LEED requirements for material ingredient reporting.

D. Raw Material Sourcing- Leadership Extraction Practice: Use products that meet at least one or more of the responsible extraction criteria below for at least 15%, by cost, of the total value of permanently installed building products in the project, including:

1. Extended Producer Responsibility Program: Products purchased from a manufacturer (producer) that participates in an extended producer responsibility program. (also known as a closed-loop recycling program and as product take-back)
2. Bio-based materials: Bio-based products must meet the Sustainable Agriculture Network’s Sustainable Agriculture Standard.
3. Certified Wood: Purchase wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001
4. Materials reuse: Use reused materials including salvaged, refurbished, or reused products.
5. Recycled content Use materials with post-consumer and pre-consumer recycled content.

a. Cost of postconsumer recycled content plus one-half of pre-consumer recycled content of an item shall be determined by dividing weight of postconsumer recycled content plus one-half of pre-consumer recycled content in the item by total weight of the item and multiplying by cost of the item.
b. Do not include plumbing, mechanical and electrical components, and specialty items, such as elevators and equipment, in the calculation

6. Regional Materials: Use materials that are extracted, harvested, and manufactured within 100 miles of the project site
7. Extended Producer Responsibility: Use materials from manufacturers that have an end of life program for products, such as a take back program.

E. Embodied Carbon

1. For any construction projects where the total project cost is over $1 million, and the minimum (or larger) quantities of at least one of the covered construction materials (see below) are used.
2. Covered Construction Materials and Minimum Quantities - While all construction materials contain embodied carbon, the highest impact materials are those 1) with a high carbon footprint, 2) which are used in significant quantities on state projects, and 3) where reductions will result in the greatest GHG emissions reductions for state projects. For this reason, the GreenNY Council directs the Affected Entities to disclose embodied carbon that will result from projects utilizing the following materials if used in quantities above the stated thresholds:

**Covered Construction Materials Table**

| Covered Construction Material | Minimum quantity for disclosure (subject to change)[4] |
|---|---|
| Concrete mixes | 50 cubic yards or more |
| Asphalt mixes | 16,854 pounds (or 10 cubic yards) or more |
| Steel<br>i. Rebar<br>ii. Hollow Structural Sections<br>iii. Fabricated Steel Plate<br>iv. Hot-Rolled Sections<br>v. Cold-Formed & Galvanized | 20,000 pounds or more for rebar<br>5,000 pounds or more, for all others (categories ii – vi) |
| Glass<br>i. Flat Glass<br>ii. Processed Glass<br>iii. Insulated Glazing Units | 2,000 square feet or more |

3. Disclosure of materials quantities and associated embodied carbon values - For all applicable projects and materials, affected entities will be required to disclose: 1) quantities of covered construction materials, whether or not there is an EPD, 2) provide a link to the EPD, if one is available, 3) and if an EPD is available, provide the total GWP calculation (kg CO2e) per used material or product (with the kgCO2e factor from the EPD).

a. Embodied Carbon Disclosure: Contractors and designers shall be required to submit environmental product declarations (EPDs), if available, for all Covered Construction Materials used in this project under all circumstances

4. The contractor shall seek to reduce the embodied carbon of this project by specifying and selecting low-carbon or carbon sequestering materials during procurement, through the

use of designs that reduce the needed quantity of carbon-intensive materials, and/or by reusing existing materials and existing equipment.

5. For projects exceeding a construction value of $1 million, and where the quantity of concrete utilized is 50 cubic yards or greater the requirements of the NYS Buy Clean Concrete Guidelines ( https://ogs.ny.gov/nys-buy-clean-concrete-guidelines-0 ) will need to be met. The concrete shall be specified to meet the maximum allowable Global Warming Potential (GWP) limits listed in the guidelines unless it can be documented there is a reason for an exemption such as the necessity for high strength concrete, quick cure concrete or emergency construction.

**Table from NYS Buy Clean Concrete Guidelines**

| Specified Compressive strength (f'c in PSI) | Maximum Global Warming Potential (GWP) Limits for Low Embodied Carbon Concrete |
|---|---|
| 0-2500 | 275 |
| 2501-3000 | 302 |
| 3001-4000 | 360 |
| 4001-5000 | 434 |
| 5001-6000 | 458 |
| 6001-8000 | 541 |

2.2 LOW-EMITTING MATERIALS

A. Paints and Coatings: For field applications that are inside the weatherproofing system, 100% of paints and coatings shall comply with VOC content limits of authorities having jurisdiction and the following VOC content limits:

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints and Coatings: 50 g/L.
3. Dry-Fog Coatings: 150 g/L.
4. Primers, Sealers, and Undercoaters: 100 g/L.
5. Rust-Preventive Coatings: 100 g/L.
6. Zinc-Rich Industrial Maintenance Primers: 100 g/L.
7. Pretreatment Wash Primers: 420 g/L.
8. Clear Wood Finishes, Varnishes: 275 g/L.
9. Clear Wood Finishes, Lacquers: 275 g/L.
10. Floor Coatings: 50 g/L.
11. Shellacs, Clear: 730 g/L.
12. Shellacs, Pigmented: 550 g/L.
13. Stains: 100 g/L.

B. Paints and Coatings: For field applications that are inside the weatherproofing system, 75 percent of paints and coatings shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

C. Adhesives and Sealants: For field applications that are inside the weatherproofing system, 100% of adhesives and sealants shall comply with the VOC content limits of authorities having jurisdiction and the following VOC content limits:

1. Wood Glues: 30 g/L.
2. Metal-to-Metal Adhesives: 30 g/L.
3. Adhesives for Porous Materials (Except Wood): 50 g/L.
4. Subfloor Adhesives: 50 g/L.
5. Plastic Foam Adhesives: 50 g/L.
6. Carpet Adhesives: 50 g/L.
7. Carpet Pad Adhesives: 50 g/L.
8. VCT and Asphalt Tile Adhesives: 50 g/L.
9. Cove Base Adhesives: 50 g/L.
10. Gypsum Board and Panel Adhesives: 50 g/L.
11. Rubber Floor Adhesives: 60 g/L.
12. Ceramic Tile Adhesives: 65 g/L.
13. Multipurpose Construction Adhesives: 70 g/L.
14. Fiberglass Adhesives: 80 g/L.
15. Contact Adhesives: 80 g/L.
16. Structural Glazing Adhesives: 100 g/L.
17. Wood Flooring Adhesives: 100 g/L.
18. Structural Wood Member Adhesives: 140 g/L.
19. Single-Ply Roof Membrane Adhesives: 250 g/L.
20. Special-Purpose Contact Adhesives (That Are Used to Bond Melamine-Covered Board, Metal, Unsupported Vinyl, Rubber, or Wood Veneer 1/16 Inch or Less in Thickness to Any Surface): 250 g/L.
21. Top and Trim Adhesives: 250 g/L.
22. Plastic Cement Welding Compounds: 250 g/L.
23. ABS Welding Compounds: 325 g/L.
24. CPVC Welding Compounds: 490 g/L.
25. PVC Welding Compounds: 510 g/L.
26. Adhesive Primer for Plastic: 550 g/L.
27. Sheet-Applied Rubber Lining Adhesives: 850 g/L.
28. Aerosol Adhesive, General-Purpose Mist Spray: 65 percent by weight.
29. Aerosol Adhesive, General-Purpose Web Spray: 55 percent by weight.
30. Special-Purpose Aerosol Adhesives (All Types): 70 percent by weight.
31. Other Adhesives: 250 g/L.
32. Architectural Sealants: 250 g/L.
33. Nonmembrane Roof Sealants: 300 g/L.
34. Single-Ply Roof Membrane Sealants: 450 g/L.
35. Other Sealants: 420 g/L.
36. Sealant Primers for Nonporous Substrates: 250 g/L.
37. Sealant Primers for Porous Substrates: 775 g/L.
38. Modified Bituminous Sealant Primers: 500 g/L.
39. Other Sealant Primers: 750 g/L.

D. Adhesives and Sealants: For field applications that are inside the weatherproofing system, 75% of adhesives and sealants shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

E. Flooring: Flooring 75% shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

F. Composite Wood: 75% Composite wood, agrifiber products, and adhesives shall be made using ultra-low-emitting formaldehyde resins as defined in the California Air Resources Board's "Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products" or shall be made with no added formaldehyde.

G. Ceilings, Walls, and Thermal Insulation: Ceilings 90%, walls 75%, and thermal insulation 75% shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

## PART 3 - EXECUTION

### 3.1 NON-SMOKING BUILDING

A. A. Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.

### 3.2 EMBODIED CARBON COMPLIANCE CONFIRMATION

A. Prior to the commencement of construction, verify construction conditions are acceptable to achieve all Embodied Carbon requirements.

B. All non-confirming conditions are to be documented and corrected prior to the commencement of work.

### 3.3 CONSTRUCTION WASTE MANAGEMENT

A. Comply with section 017419 "construction waste management and disposal."

### 3.4 MEETINGS AND PROGRESS REPORTING

A. The general contractor is required to attend all construction sustainability progress meetings

1. Attend Contractor and Subcontractor training and coordination, specifically for Sustainable Design Submittal and Tracking and Indoor Air Quality
2. Follow up Meetings frequency, schedule, time, and dates will be agreed upon at the commencement of construction.

B. Prior to each meeting, the general contractor is to provide the following items to the owner or owner’s representative:

1. Up-to-date submittal log and submittal schedule.
2. Up-to-date material construction budget with line item cost of each approved product.
3. Construction waste management progress reports with hauler information and receipts.
4. Construction IAQ plan and supporting information
5. Monthly reporting: complete material tracking for material and low emitting attributes tables that includes cost information in a sortable excel format with backup info to support requirements, construction activity pollution prevention, Construction IAQ, Embodied Carbon, Construction Waste Management.

6. Construction activity pollution prevention (SWPP or other storm water management activities)
7. Supporting documents for responsible materials attributes and low-emitting materials for toxin prevention
8. Submitting and Coordinating submittals and contractor related documentation for embodied carbon per SUCF 1B2 and Provide tracking materials and procedures necessary for same.
9. Respond to questions and requests for additional information from Architect, Sustainability consultant and Campus Sustainability coordinator.

C. At the conclusion of the project, the general contractor is to provide the following:

1. A letter confirming that all sustainability reporting responsibilities have been addressed.

D. The general contractor is to provide photo documentation of all systems that contribute to LBC performance but that are not visible for audit at the conclusion of construction (underground systems, for instance).

## 3.5 CONSTRUCTION WASTE MANAGEMENT

A. Comply with section 017419 "construction waste management and disposal."

## 3.6 CONSTRUCTION IAQ MANAGEMENT

A. Comply with SMACNA's "SMACNA IAQ guideline for occupied buildings under construction."

1. If owner authorizes use of permanent heating, cooling, and ventilating systems during construction period as specified in section 015000 "temporary facilities and controls," install MERV 8 filter media at each return-air inlet for the air-handling system used during construction.
2. Replace air filters immediately prior to occupancy.

## 3.7 IAQ ASSESSMENT

A. Comply with section 018119 "IAQ Management”.

# 01 81 13 Appendix A:
# LEED Scorecard

## LEED v4 for ID+C: Commercial Interiors

Project Scorecard

**Project Name:** Cornell PSB Ph II
**Date:** 8-27-26

GREEN DESIGN
ARCHITECTURE
SUSTAINABILITY
INTERIOR DESIGN

| Y | High | Low | N | | | |
|---|---|---|---|---|---|---|
| 2 | | | | Credit | Integrative Process | 2 |

| 4 | 1 | 3 | 10 | **Location and Transportation** | | **18** |
|---|---|---|---|---|---|---|
| N/A | | | | Credit | LEED for Neighborhood Development Location | 18 |
| 2 | 1 | 1 | 4 | Credit | Surrounding Density and Diverse Uses | 8 |
| 0 | 0 | 2 | 5 | Credit | Access to Quality Transit | 7 |
| 0 | 0 | 0 | 1 | Credit | Bicycle Facilities | 1 |
| 2 | 0 | 0 | 0 | Credit | Reduced Parking Footprint | 2 |

| 4 | 2 | 4 | 2 | **Water Efficiency** | | **12** |
|---|---|---|---|---|---|---|
| Y | | | | Prereq | Indoor Water Use Reduction | Required |
| 4 | 2 | 4 | 2 | Credit | Indoor Water Use Reduction | 12 |

| 21 | 5 | 4 | 7 | **Energy and Atmosphere** | | **38** |
|---|---|---|---|---|---|---|
| Y | | | | Prereq | Fundamental Commissioning and Verification | Required |
| Y | | | | Prereq | Minimum Energy Performance | Required |
| Y | | | | Prereq | Fundamental Refrigerant Management | Required |
| 4 | 1 | 0 | 0 | Credit | Enhanced Commissioning | 5 |
| 16 | 4 | 0 | 5 | Credit | Optimize Energy Performance | 25 |
| 0 | 0 | 2 | 0 | Credit | Advanced Energy Metering | 2 |
| 0 | 0 | 0 | 2 | Credit | Renewable Energy Production | 3 |
| 1 | 0 | 0 | 0 | Credit | Enhanced Refrigerant Management | 1 |
| 0 | 0 | 2 | 0 | Credit | Green Power and Carbon Offsets | 2 |

| 6 | 4 | 1 | 2 | **Materials and Resources** | | **13** |
|---|---|---|---|---|---|---|
| Y | | | | Prereq | Storage and Collection of Recyclables | Required |
| Y | | | | Prereq | Construction and Demolition Waste Management Planning | Required |
| 1 | 0 | 0 | 0 | Credit | Long-Term Commitment | 1 |
| 0 | 1 | 1 | 2 | Credit | Interiors Life-Cycle Impact Reduction | 4 |
| 1 | 1 | 0 | 0 | Credit | Building Product Disclosure and Optimization - Environmental Product Declarations | 2 |
| 1 | 1 | 0 | 0 | Credit | Building Product Disclosure and Optimization - Sourcing of Raw Mat | 2 |
| 2 | 0 | 0 | 0 | Credit | Building Product Disclosure and Optimization - Material Ingredients | 2 |
| 1 | 1 | 0 | 0 | Credit | Construction and Demolition Waste Management | 2 |

| Y | High | Low | N | **Indoor Environmental Quality** | | **17** |
|---|---|---|---|---|---|---|
| 3 | 5 | 1 | 8 | | | |
| Y | | | | Prereq | Minimum Indoor Air Quality Performance | Required |
| Y | | | | Prereq | Environmental Tobacco Smoke Control | Required |
| 0 | 2 | 0 | 0 | Credit | Enhanced Indoor Air Quality Strategies | 2 |
| 2 | 1 | 0 | 0 | Credit | Low-Emitting Materials | 3 |
| 1 | 0 | 0 | 0 | Credit | Construction Indoor Air Quality Management Plan | 1 |
| 0 | 1 | 0 | 1 | Credit | Indoor Air Quality Assessment | 2 |
| 0 | 0 | 0 | 1 | Credit | Thermal Comfort | 1 |
| 0 | 1 | 0 | 1 | Credit | Interior Lighting | 2 |
| 0 | 0 | 0 | 3 | Credit | Daylight | 3 |
| 0 | 0 | 1 | 0 | Credit | Quality Views | 1 |
| 0 | 0 | 0 | 2 | Credit | Acoustic Performance | 2 |

| 6 | 0 | 0 | 0 | **Innovation** | | **6** |
|---|---|---|---|---|---|---|
| 5 | | | | Credit | Innovation | 5 |
| 1 | | | | Credit | LEED Accredited Professional | 1 |

| 2 | 1 | 1 | 0 | **Regional Priority** | | | **4** |
|---|---|---|---|---|---|---|---|
| 1 | 0 | 0 | 0 | Credit | Regional Priority: Specific Credit | Optimize Energy Perf | 1 |
| 0 | 1 | 0 | 0 | Credit | Regional Priority: Specific Credit | Interior Life Cycle Impact Reduction | 1 |
| 1 | 0 | 0 | 0 | Credit | Regional Priority: Specific Credit | Indoor Water Use | 1 |
| 0 | 0 | 1 | 0 | Credit | Regional Priority: Specific Credit | Access to Quality Transit - 1pt | 1 |

| 48 | 18 | 14 | 29 | **TOTALS** | Possible Points: | **110** |
|---|---|---|---|---|---|---|

**Certified:** 40 to 49 points, **Silver:** 50 to 59 points, **Gold:** 60 to 79 points, **Platinum:** 80+

# 01 81 13 Appendix B:
# Submittal Cover Sheets

**a) EO 22 EPD Submittal Cover Sheet**

**b) LEED v4.1 Materials Reporting Submittal Cover Sheet**

**c) LEED v4.1 Low-Emitting Materials Submittal Cover Sheet**

# E022-EPD SUBMITTAL COVER SHEET

## MUST BE INCLUDED IN EVERY EPD SUBMITTAL (EPD)

**COVERED CONSTRUCTION MATERIAL UNDER THIS SUBMITTAL:** ASPHALT, CONCRETE, GLASS OR STEEL

**Provide estimated quantity in correct units: asphalt and steel in tons, concrete in cubic yards, and glass in square feet**

☐ Asphalt _____
☐ Steel _____
☐ Concrete _____
☐ Glass _____

## ENVIRONMENTAL PRODUCT DECLARATION (EPD)

**Is there EPD available?**
☐ Yes
☐ No

**If available, provide link to EPD** _____

**EPD is**
☐ Product-specific
☐ Facility-specific
☐ Supply-chain specific
☐ Third-party (externally) verified

**Does the EPD reference ISO 14025, ISO 14044, and ISO 21930?**
☐ Yes
☐ No
☐ Which one? _____

**Does the product description on the EPD match the product being installed on the project?**
☐ Yes
☐ No

**Provide expiration date on the EPD** _____

**Provide the total Global Warming Potential (GWP) calculation (kg CO2e) per used material or product (with the kgCO2e factor from the EPD).**

_____

**Does the GWP on EPD Match the reported GWP?**
☐ Yes
☐ No

# LEEDv4.1
# Materials Reporting
# Submittal Cover Sheet

Sample

| | |
|---|---|
| Project: | Project No: |
| Submittal Register #: | Specification Section: |
| Date: | Owner: |
| Architect: | Construction Manager: |
| M/E/P Engineer: | Structural Engineer: |

## General Product Information (MUST BE FILLED OUT FOR ALL PRODUCTS!):

Material Name or Product Description: _____

Material or Product Cost w/o Labor and Delivery:_____ ☐ Attach Invoice FSC Only

Subcontractor:_____

Manufacturer:_____

Supplier:_____

## Building Product Disclosure and Optimization: Environmental Product Declarations

*Option 1: Environmental Product Declaration (select one for product submitted)*

Non-Verified Type III EPD

Products reviewed by Manufacturer conforming to ISO 14-044 for at least a Cradle-to-Gate scope

☐ Product-Specific Declaration (.25 points) ☐ Attach Supporting Documentation

Verified Type III EPD

Products reviewed by Third Party conforming to ISO 14-025, 14-040, 14-044 and EN 15-804/ISO 21-930 for at least a Cradle-to-Gate scope

☐ Industry-Wide EPD (Generic) (.5 points) ☐ Attach Supporting Documentation

Products reviewed not specific to a Manufacturer or Company

☐ Product Specific Type III EPD (1 point) ☐ Attach Supporting Documentation

## Building Product Disclosure and Optimization: Material Ingredients

*Option 1: Material Ingredient Reporting (select one for product submitted)*

☐ Material Inventory ☐ Attach Supporting Documentation

Must provide publicly available inventory of all ingredients by name and chemical abstract service registration (CASRN) number. Materials defined as trade secret may without name and CASRN, but must disclose amount and Green Screen Benchmark as defined in Green Screen v1.2.

☐ Health Product Declaration (HPD) ☐ Attach Supporting Documentation

Compliant with HPD Open Standards v1 and v2. Ingredients disclosed down to 1,000 ppm or lower.

☐ Cradle to Cradle (C2C) Certificate (select one below) ☐ Attach Supporting Documentation

☐ Certified at C2C v2 Basic Level or higher

☐ Certified at C2C v3 Bronze Level or higher

☐ Cradle to Cradle Material Health Certificate (MHC) ☐ Attach Supporting Documentation

Certified at Bronze Level or higher

☐ Declare Label ☐ Attach Supporting Documentation

Disclosed down to 1,000 ppm with one of the following labels (select one):

☐ "LBC Red List Free" Label

☐ "Declared" Label

☐ "LBC Compliant" Label with <0.10% withheld for proprietary ingredients

## Building Product Disclosure and Optimization: Sourcing of Raw Materials

*Option 1: Responsible Sourcing of Raw Materials (select all that apply)*

☐ Extended Producer Responsibility
(Closed-Loop Recycling Program - Manufacture's Product Take-Back Program)

☐ Attach Supporting Documentation

☐ Bio-Based Materials
(Must meet ASTM D6866 or equivalent method ISO 16620-2)

☐ Attach Supporting Documentation

Percent of Product Bio-Based: _____

Type of Bio-Base:_____

Product is Sustainable Agriculture Network's Sustainable Agriculture Standard (SAN) certified.

**Examples Bio-Based Materials: Bamboo, cork, linoleum, wheat and agrifiber boards, wool carpet, etc.**

☐ Wood Products

☐ Attach Supporting Documentation

Percent New Wood: _____

☐ Invoice Attached

Percent Certificed Wood: _____

FSC Tracking COC Number: _____

Invoice must have vendor's CoC certificate code, must provided the cost of the FSC product and indicate the delivery is intended for the project.

☐ Recycled Content

☐ Attach Supporting Documentation

Postconsumer:_____

Preconsumer:_____

Conform to the definition in ISO 14021-1999, Environmental Labels and Declarations, Self-Declared Environmental Claims (Type II Environmental Labeling).

☐ Material Reuse

☐ Attach Supporting Documentation

Percent of product: _____

Reuse includes salvaged, refurbished, or reused products. The cost of reused or reclaimed material is either the actual cost paid or the replacement value, whichever is higher.

☐ Products Sourced within 100 miles

☐ Attach Supporting Documentation

Harvested Location:_____

Manufactured Location:_____

Products must be extracted, manufactured and purchased has to be within 100 miles.

# LEEDv4.1
# Low-Emitting Materials
# Submittal Cover Sheet

Sample

| | |
|---|---|
| Project: | Project No: |
| Submittal Register #: | Specification Section: |
| Date: | Owner: |
| Architect: | Construction Manager: |
| M/E/P Engineer: | Structural Engineer: |

**General Product Information (MUST BE FILLED OUT FOR ALL PRODUCTS!):**

Material Name or Product Description: _____

Material or Product Cost w/o Labor and Delivery: _____

Subcontractor: _____

Manufacturer: _____

Supplier: _____

**Low-Emitting Materials:**

Number of Containers Used/Purchased of Product: _____

Volume of Container Itself: _____

*Option 1: Product Category Calculations*

Interior Paints & Coatings Applied On Site ☐ Attach Supporting Documentation

Meets applicable VOC Limits of (must meet CDPH and one other requirement to comply):

☐ Product tested and complies with California Department of Public Health (CDPH) Standard Method V1.2-2017

After 14 days, total VOCs are measured at:

☐ 0.5 mg/m^3 or less

☐ between 0.5 and 5.0 mg/m^3

☐ 5.0 mg/m^3 or more

☐ California Air Resources Board (CARB) 2007

☐ Suggested Control Measure (SCM) for Architectural Coatings

☐ South Coast Air Quality Management District (SCAQMD) Rule 1113, June 3, 2011

Allowable VOC per Requirements (g/L): _____

Actual VOC of Product Submitted (g/L): _____

Is Product Compliant with Req'ts? Y / N

Interior Adhesives & Sealants (incl flooring adhesives) ☐ Attach Supporting Documentation

Meets applicable VOC limits of (must meet both to comply):

☐ Product tested and complies with California Department of Public Health (CDPH) Standard Method V1.2-2017

After 14 days, total VOCs are measured at:

☐ 0.5 mg/m^3 or less

☐ between 0.5 and 5.0 mg/m^3

☐ 5.0 mg/m^3 or more

☐ South Coast Air Quality Management District (SCAQMD) Rule 1168, July 1, 2005

Allowable VOC per Requirements (g/L): _____

Actual VOC of Product Submitted (g/L): _____

Is Product Compliant with Req'ts? Y / N

Flooring ☐ Attach Supporting Documentation

Meets applicable VOC limits of (must meet CDPH to comply):

☐ Product tested and complies with California Department of Public Health (CDPH) Standard Method V1.2-2017

After 14 days, total VOCs are measured at:

☐ 0.5 mg/m^3 or less

☐ between 0.5 and 5.0 mg/m^3

☐ 5.0 mg/m^3 or more

☐ Flooring: General Emissions Evaluation
**(FloorScore, SCS Indoor Advantage Gold - Building Materials, etc)**

Composite Wood ☐ Attach Supporting Documentation

Certification Testing Meets California Department of Public Health (CDPH) Standard Method V1.2-2017

☐ Product tested and complies with California Department of Public Health (CDPH) Standard Method V1.2-2017

☐ Composite Wood: Meet GEE or no added urea formaldehyde
**(Benchmark VOC Green Building Product, TPC list CARB ULEF label or CARB Exempt)**

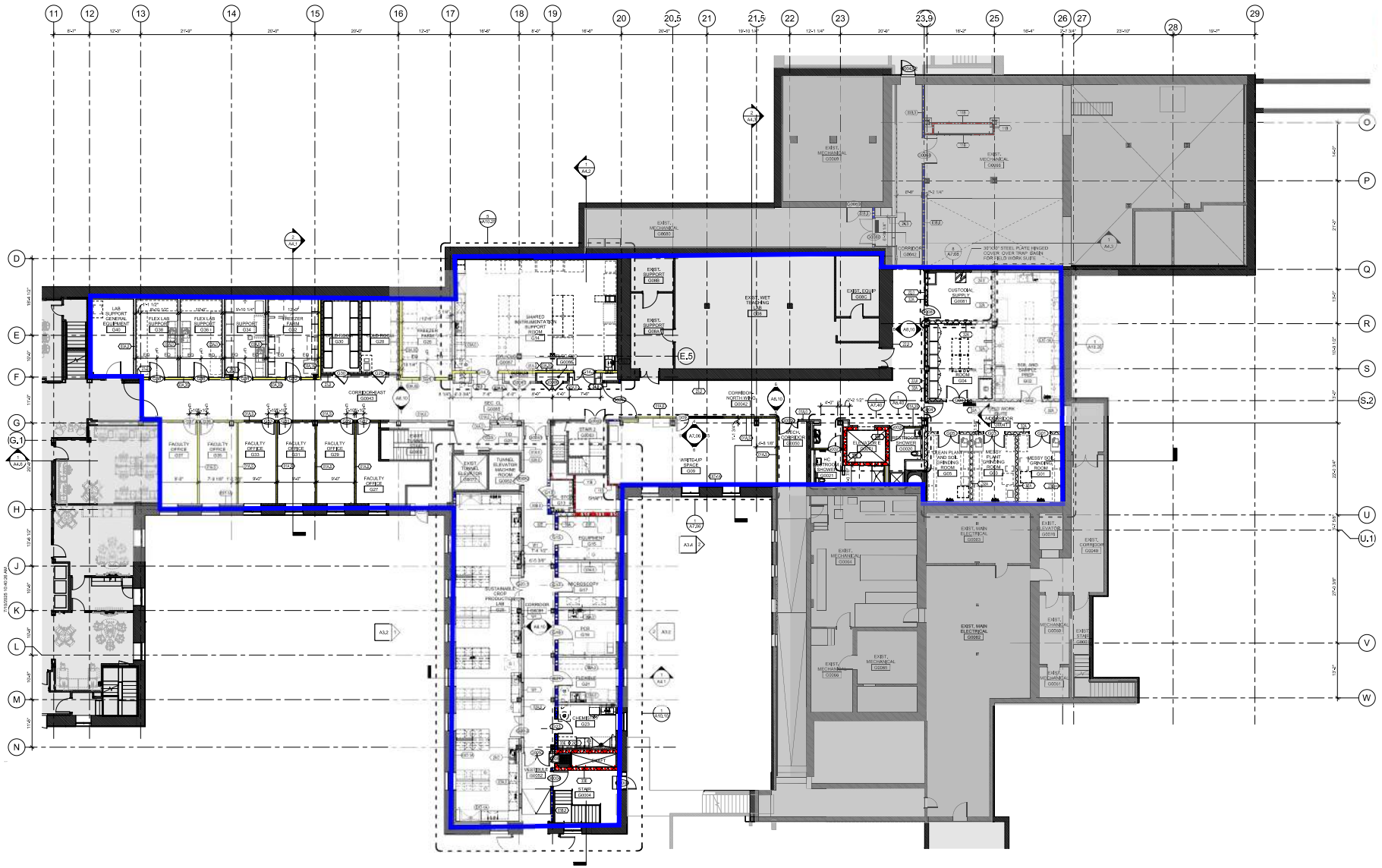
Ceilings, Walls, Acoustic & Thermal Insulation ☐ Attach Supporting Documentation

Certification Testing Meets California Department of Public Health (CDPH) Standard Method V1.2-2017

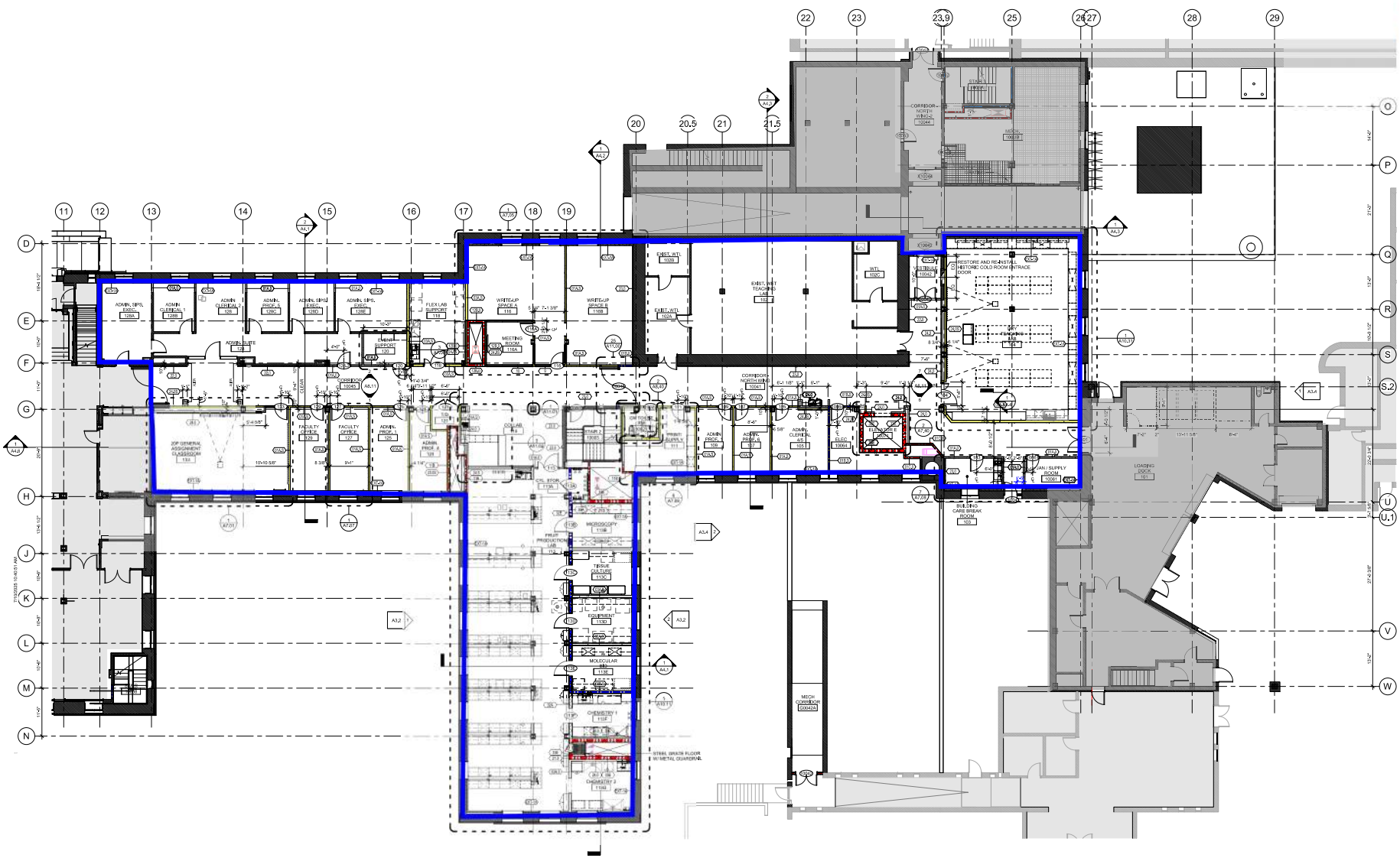
☐ Product tested and complies with California Department of Public Health (CDPH) Standard Method V1.2-2017

☐ Ceilings, Walls, Acoustic, and Thermal Insulation: General Emissions Evaluation (GEE)
**(Greenguard, Greenguard Plus, Berkeley Analytical Compliance Tested, etc)**

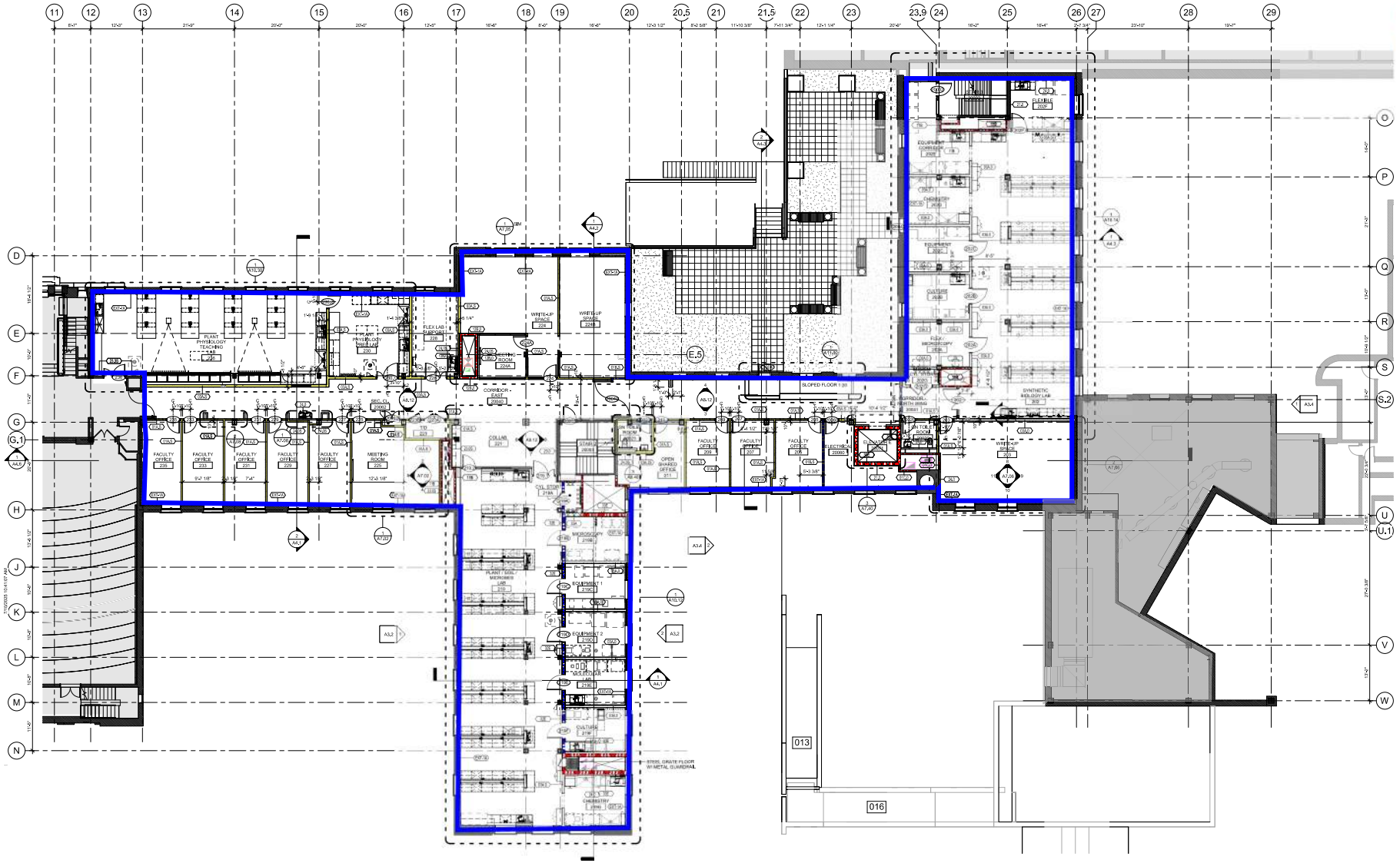
# 01 81 13 Appendix C:
# LEED Boundary



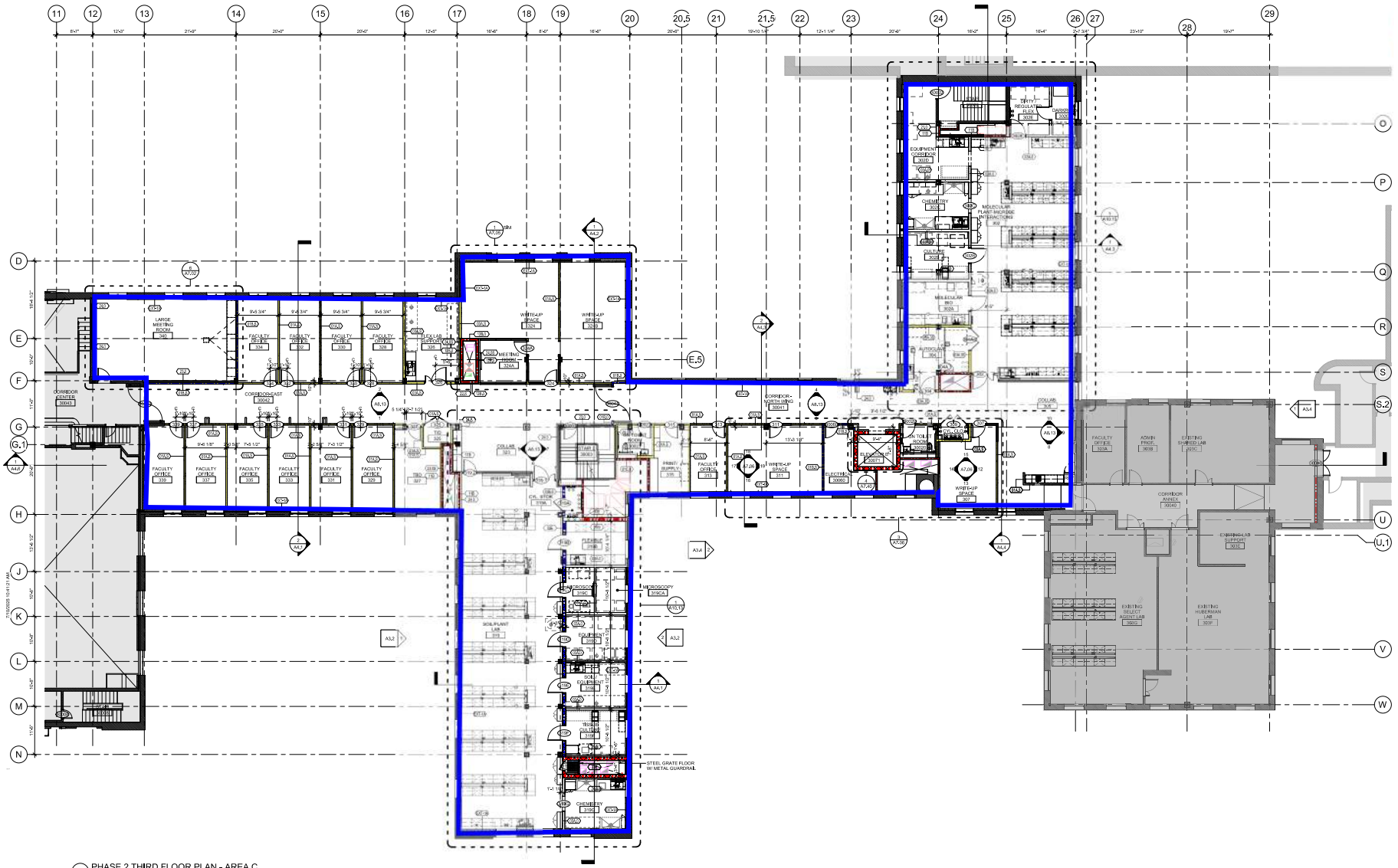
1 GROUND FLOOR PLAN - PHASE 2
1/8" = 1'-0"



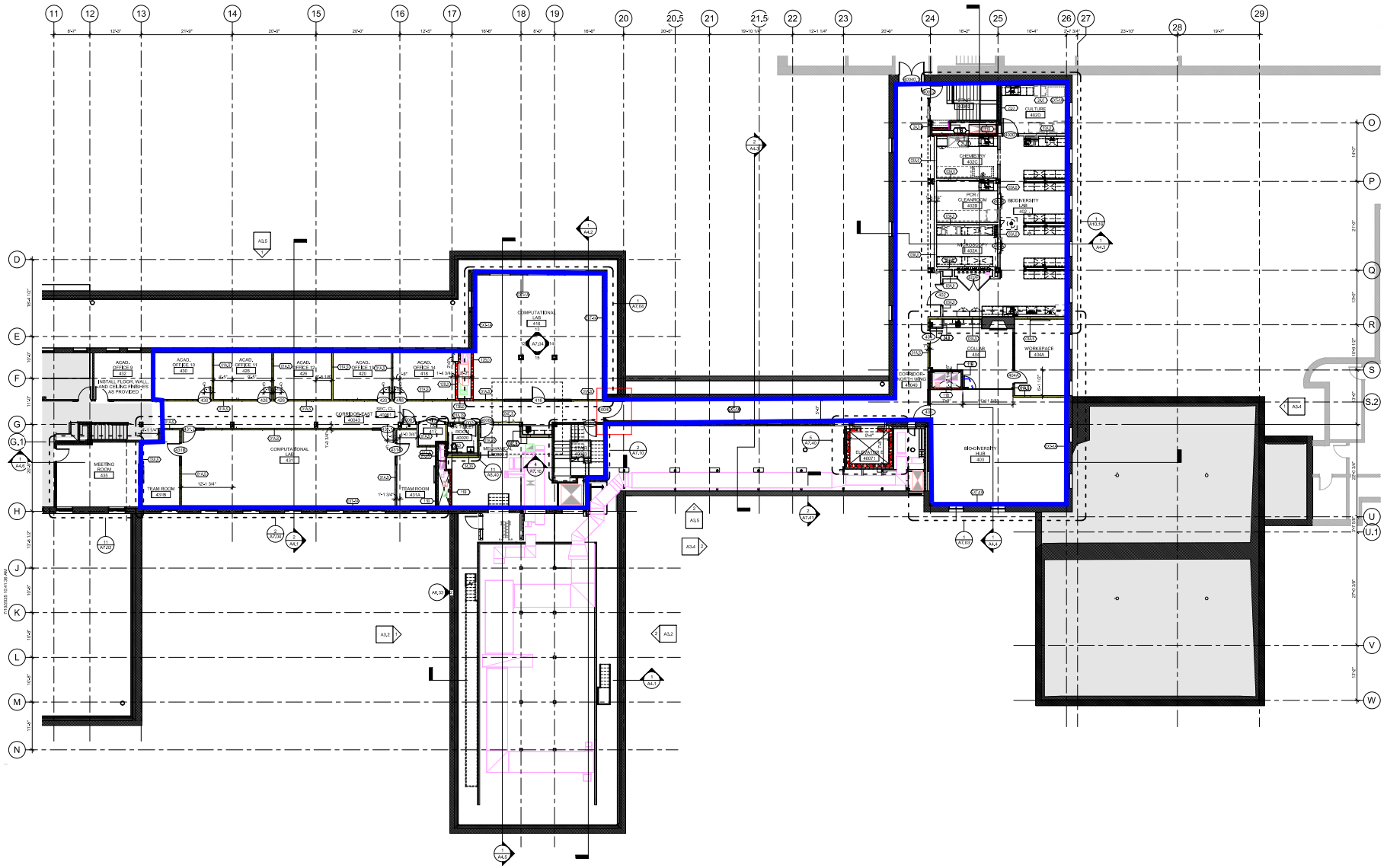
1 PHASE 2 FIRST FLOOR PLAN - AREA C
1/8" = 1'-0"



1 PHASE 2 SECOND FLOOR PLAN - AREA C




1 PHASE 2 THIRD FLOOR PLAN - AREA C
1/8" = 1'-0"



1 PHASE 2 FOURTH FLOOR PLAN - AREA C

END OF SECTION 01 81 13

# SECTION 01 81 19

# SUSTAINABILITY IAQ MANAGEMENT

## PART 1 - GENERAL

### 1.1 CONSTRUCTION IAQ MANAGEMENT GOALS

A. The Work of this Project shall minimize the detrimental impacts on Indoor Air Quality (IAQ) resulting from construction activities. The goal is to minimize factors that contaminate indoor air, such as, but not limited to: Dust entering HVAC systems and ductwork, improper storage of materials on-site, and poor housekeeping.

B. The Contractor is required to provide a building that passes IAQ testing protocol with respect to carbon dioxide, formaldehyde, particulate matter, and total volatile organic compounds as established by LEED V.4 for BD+C New Construction and Major Renovation.

C. Related Sections

1. Division 01 Section “General Commissioning Requirements”

### 1.2 SUMMARY

A. This Section includes requirements for the development of a Construction Indoor Air Quality Management Plan (IAQ Plan). The IAQ Plan shall be implemented throughout the duration of the project construction and shall be documented as outlined in the SUBMITTALS Article below. The IAQ Plan is part of the LEED BUILDING requirements for the project.

B. The IAQ plan must be approved prior to start of work within the building envelope.

C. Housekeeping procedures shall be implemented and followed by the Contractor and all Sub-contractors performing work related to the project. A regular housekeeping schedule will be instituted. Dust and debris will not be allowed to accumulate within the project area. Related Requirements:

1. Section 018113 Sustainable Design Requirements

### 1.3 REFERENCES, RESOURCES

A. “IAQ Guidelines for Occupied Buildings Under Construction”, 2nd Edition, Chapter 3, November 2007, The Sheet Metal and Air Conditioner Contractors National Association (SMACNA). (703) 803-2980, www.smacna.org.

B. ANSI/ASHRAE 52.2-1999, “Method of Testing General Ventilation Air- Cleaning Devices for Removal Efficiency by Particle Size”, www.ashrae.org.

C. LEED-NC v4 IAQ Credit: Indoor Air Quality Management, U.S. Green Building Council (USGBC) – Leadership in Energy and Environmental Design for New Construction and Major Renovations.

1.4 CONSTRUCTION IAQ MANAGEMENT PLAN

A. Prepare and submit a Construction IAQ Management Plan approval. The Construction IAQ Management Plan shall meet the following criteria:

1. Construction activities shall be planned to meet or exceed the minimum requirements of the Sheet Metal and Air Conditioning National Contractors' Association (SMACNA) "IAQ Guidelines for Occupied Buildings under Construction", Second Edition, 2007.
2. Absorptive materials shall be protected from moisture damage when stored on-site and after installation.
3. If air handlers are to be used during construction, filtration with a Minimum Efficiency Reporting Value (MERV) of 8 must be a each return air grill, as determined by ASHRAE 52.2-1999.
4. If air handlers are to be used during construction, specified pre and final filters must be installed. Filters within air handling systems utilized during construction (including building flush-out) shall be replaced with new specified filters immediately prior to TAB and occupancy.
5. Filtration media shall have a Minimum Efficiency Reporting Value (MERV) of 13 as determined by ASHRAE 52.2-1999.
6. A "Sequence of Finish Installation Plan" shall be developed, highlighting measures to reduce the absorption of VOCs by materials that act as "sinks".

B. Provide a Construction IAQ Management Plan During Construction: General IAQ Plan [ within 7 days of construction commencement] outlining requirements during construction include:

1. HVAC protection.
2. Source control.
3. Pathway interruption.
4. Housekeeping.
5. Scheduling.

1. HVAC Protection:

a. Use of permanent heating, cooling, and ventilating systems during construction period is not permitted.
b. Comply with SCMACNA requirements for protection of air handling and distribution equipment and air supply and return ducting during construction.
c. Adequately cover and protect exposed air inlets and outlets, openings, grilles, ducts, plenums, as required to prevent water, moisture, and other contaminant intrusion.
d. Apply protection immediately after installation of equipment and ducting.
e. Ducting runs that require more than a single day to install shall be protected at the end of each day's work.
f. Replace air filtration media immediately prior to occupancy.

2. Pathway Interruption: All openings within the designated work area shall be sealed while wet work is being performed to prevent contamination in adjacent areas.

a. Temporary ventilation shall be exhausted to the outside of the building.

3. Housekeeping:

    a. Provide temporary ventilation during construction to minimize accumulation of dust fumes, vapors, or gases in the building.
    b. Continuously ventilate during and after installation of materials that emit VOCs until emissions dissipate:

        1) Period after installation shall be sufficient to dissipate odors and elevated levels of VOCs. Provide temporary ventilation for one hour prior to, during, and for 24 hours after completion of installation of VOC emitting products.
        2) Ventilate areas directly to outside, do not ventilate to other enclosed spaces.
        3) Ventilate via open windows and temporary fans that provide no less than three air changes per hour.

    c. Use dust collection attachments on saws, sanders, and other power tools that generate dust particles.
    d. Suppress dust with wetting agents or sweeping compounds.
    e. Clean-up dust using a wet rag or damp mop.
    f. Increase the cleaning frequency when dust build-up is noted.
    g. Remove spills or excess applications of solvent-containing products as soon as possible.
    h. Remove accumulated water and keep work areas as dry as possible.
    i. Store and keep volatile liquid containers closed when the container is inside of the building and not in use.
    j. HEPA vacuuming and duct cleaning.

        1) Vacuum carpeted and soft surfaces with a high efficiency particulate arrestor (HEPA) vacuum.
        2) If ducts contain dust and dirt, clean them using a HEPA vacuum immediately before substantial completion and prior to using the ducts to circulate air.
        3) Oil film on sheet metal should be removed before shipment to site. Ducts shall be inspected to confirm that no oil film is present. Remove oil that may be remaining.

    k. Use nontoxic cleaning materials and procedures.

4. Scheduling:

    a. General: Comply with manufacturer’s instructions for appropriate drying times.
    b. Protect installed absorbent materials with recycled or recyclable materials.
    c. Where odorous and/or high VOC-emitting products are applied on site, apply them before installation of porous and fibrous materials. Where this is not possible, protect porous materials with polyethylene vapor retarders.
    d. Insure that wet applied interior finish materials, such as paints, adhesives, sealants, coatings, finishes, and spray-applied materials, such as structural fireproofing, are properly and fully cured before installing other finish materials over them.
    e. Install carpets and furnishings after all other interior finish materials have been applied and fully cured.
    f. Provide adequate ventilation of packaged dry products prior to installation. If space is available, remove from packaging and ventilate in a secure, dry, well-ventilated space free from strong contaminant sources and residues.

1.5 CONSTRUCTION IAQ MANAGEMENT PLAN BEFORE OCCUPANCY

A. Construction IAQ Testing Plan Before Occupancy: Comply with the following requirements:

1. After construction ends, prior to occupancy and with all interior finishes installed, perform a building flush-out.
2. Flush for at least 48 hours total; the hours may be non-consecutive if necessary.
3. Keep operable windows and interior doors open and run HVAC system fan (or large portable commercial fan) continuously, or flush home with HVAC system fans and exhaust fans (or large portable commercial fans) operating continuously at the highest flow rate.
4. Use additional temporary large portable commercial fans to circulate air within the house.
5. Replace air filtration media immediately prior to occupancy.
6. If required by Owner; perform IAQ testing following LEED v4 for Interior Design and Construction, Option 2 air testing procedures, or alternate procedure developed by qualified IAQ Engineer

1.6 SUBMITTALS

A. General: Create a Construction IAQ Plan, Coordinate IAQ submittals with other submittal requirements specified in the Technical Specification Sections, including material descriptions, product characteristics, and finishes; include IAQ data on furnished specialties and accessories. Documentation of ongoing Construction Indoor Air Quality Management practice described above.

B. IAQ Product Data, General: For each type of material and product listed below that is used interior to the exterior waterproofing membrane, provide the following IAQ Product Data per low emitting limits outlined in SECTION 01 81 13 - SUSTAINABLE DESIGN REQUIREMENTS - LEED v4 BD+C:

C. Moisture-Protection Plan: Contractor’s plan describing procedures and controls for protecting materials and construction from water absorption and damage.

1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
2. Describe procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
3. Describe sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and concrete grinding. Describe plans for managing water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

D. Photos: Provide a minimum of 18 photographs comprising of at least six photographs taken on three different occasions during construction. The photographs shall document the implementation of the Construction IAQ Management Plan throughout the course of the project construction. Examples include photographs of ductwork sealing and protection, temporary ventilation measures, and conditions of on-site materials storage (to prevent moisture damage). Photographs shall include integral date stamping and shall be submitted with brief descriptions of the Construction IAQ Management Plan measure documented or be referenced to project meeting minutes or similar project documents which reference to the Construction IAQ Management Plan measure documented.

1.7 QUALITY ASSURANCE

A. Coordination: Coordinate IAQ management activities with additional environmental requirements specified in Division 01 through Division 49 Specification Sections

B. Laboratory Test Requirements: Laboratory tests shall be performed by ISO/IEC 17025 accredited laboratories.

C. Third Party Certification and Verification Requirements: Certification and verification of environmental product claims shall be performed by ISO/IEC 17065 accredited certification bodies

1.8 DELIVERY, STORAGE, AND HANDLING

A. Products used on the project shall be as new, shall not have been exposed to water, and shall not have visible mold or mildew growth.

B. Moisture Protection: Protect interior materials from water intrusion or penetration.

1. Porous or fibrous materials with visible mold or mildew growth shall not be installed and shall be removed from the site and disposed of appropriately.
2. Notify Owner and Architect immediately that mold or mildew is detected. Once discovered, no onsite or offsite treatment of mold and mildew with cleaning agents or other chemicals, including ozone, is permitted.
3. Keep porous and organic materials from coming into prolonged contact with any concrete surface.
4. Remove standing water from decks; keep deck openings covered to prevent water intrusion into the project

1.9 PROJECT CONDITIONS

A. Provide and maintain controlled interior environmental conditions in accordance with mechanical engineer’s requirements before beginning installation of interior finish materials.

B. Smoking shall not be permitted in indoor and outdoor Project site locations.

C. Construction Ventilation and Preconditioning, General:

1. Comply with ventilation and testing requirements specified in Mechanical Technical Specification Sections, or as directed by Mechanical Engineer.
2. Provide temporary ventilation for one hour prior to, during, and for 24 hours after completion of installation of interior products that emit vapors from organic solvents

PART 2 - PRODUCTS

2.1 SUSTAINABLE PRODUCTS

A. General: Products in this section may also be required to comply with sustainability requirements described in Sections 01 8113, 01 8113.01, and 01 8113.02 and 01 8116; including, but not limited to, the following:

1. Energy efficiency.
2. Water efficiency.
3. VOC content.
4. VOC emissions.
5. Chemical content.
6. Renewable or bio-based material content.
7. Sustainable forestry.
8. Life Cycle Analysis (LCA) or Durability.

B. Composite Wood and Agrifiber Products, Indoor Air Quality: Products shall comply with requirements specified in Section 01 8113.01.

C. Wall and Ceiling Systems, Indoor Air Quality: Products shall comply with requirements specified in Section 01 8113.01.

D. Flooring Systems, Indoor Air Quality: Products shall comply with requirements specified in Section 01 8113.01.

E. Field-Applied Interior Paints and Coatings, Indoor Air Quality: Products shall comply with requirements specified in Section 01 8113.01.

2.2 ADHESIVES, MASTICS, GLUES, AND SEALANTS

A. General: Do not use products that contain urea-formaldehyde.

B. VOC Limits: Products shall comply with requirements specified in Section 01 8113.01ADJUST AND CLEAN

2.3 CLEANING AND PROTECTION, ENVIRONMENTAL ISSUES

A. Cleaning Agents, General: Use cleaning products and agents recommended by or acceptable to manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that may damage finished surfaces. Preferentially use cleaning agents with safer ingredients as defined by governmental or non-governmental programs.

B. Final Cleaning, Environmental Issues: Use nontoxic cleaning and maintenance products as described in this Section.

1. Comply with IAQ Management Plan During Construction, Housekeeping, as specified in this Section.

2. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces.
3. Clean equipment and fixtures to a sanitary condition.
4. Remove and properly dispose of recyclable materials using a specified construction waste management program.

## 2.4 PERFORMANCE REQUIREMENTS

A. General: These requirements apply to interior building materials, products, and finishes located within the weatherproofing system, unless otherwise noted.

B. Volatile Organic Compound (VOC) Emissions: Emissions for interior materials, products and finishes shall meet the California Department of Public Health (CDPH) Standard Method v1.1, 2010 requirements for modeled indoor air concentrations based on the private office scenario (Section 4.3.5).

1. Volatile Organic Compound (VOC) Content, Adhesives and Sealants: Site applied adhesives and sealants shall comply with South Coast Air Quality Management District (SCAQMD) Rule 1168, Adhesive and Sealant Applications, amended January 5 2005.
2. Volatile Organic Compound (VOC) Content, Paints and Coatings: Site applied paints and coatings shall comply with one or both of the following:

    a. South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, amended September 6, 2013.
    b. California Air Resources Board (CARB) Suggested Control Measure (SCM) for Architectural Coatings, 2007.
    c. E. Composite Wood and Agrifiber Products for interior non-structural use:
    d. California: Composite wood products shall comply as No Added Formaldehyde (NAF) under California Air Resources Board (CARB) Airborne Toxic Control Measure (ATCM) for Composite Wood (17 CCR 93120 et seq.). Note that product labels showing compliance are required for most composite wood and agrifiber products sold and used within the State of California but are optional in other jurisdictions. Labels should indicate products are NAF compliant.
    e. California (but not included under CARB ATCM): Products shall be produced using NAF resin binder.
    f. Outside of California: Products shall be produced using NAF resin binder.

3. US Green Building Council LEED v4 Requirements: If the project is required to comply with the USGBC LEED® for Homes v4 or LEED for Homes, Mid-Rise Multi-Family v4 Green Building Rating systems, comply with the requirements of appropriate prerequisites and credits as indicated and specified for use on this Project.

## 2.5 PRODUCTS, GENERAL

A. General: These requirements are in addition to the performance requirements indicated above.

B. Adhesives and Sealants:

1. No adhesive and sealant shall contain formaldehyde or a formaldehyde precursor as an ingredient.

2. Silicone rubber caulks and sealants containing acetic acid as an ingredient only are permitted to be used in limited quantity in kitchen, bath and utility areas where it is necessary to obtain a water-tight seal.
3. SCAQMD Rule 1168: For field applications that are inside the weatherproofing system, adhesives and sealants shall comply with the following VOC content limits when calculated as required in Rule 1168 as amended January 2005, or most current version:
4. Wood Glues: 30 g/L.
5. Metal-to-Metal Adhesives: 30 g/L.
6. Adhesives for Porous Materials (Except Wood): 50 g/L.
7. Subfloor Adhesives: 50 g/L.
8. Plastic Foam Adhesives: 50 g/L.
9. Carpet Adhesives: 50 g/L.
10. Carpet Pad Adhesives: 50 g/L.
11. VCT and Asphalt Tile Adhesives: 50 g/L.
12. Cove Base Adhesives: 50 g/L.
13. Gypsum Board and Panel Adhesives: 50 g/L.
14. Rubber Floor Adhesives: 60 g/L.
15. Ceramic Tile Adhesives: 65 g/L.
16. Multipurpose Construction Adhesives: 70 g/L.
17. Fiberglass Adhesives: 80 g/L.
18. Contact Adhesive: 80 g/L.
19. Structural Glazing Adhesives: 100 g/L.
20. Wood Flooring Adhesive: 100 g/L.
21. Structural Wood Member Adhesive: 140 g/L.
22. Special-Purpose Contact Adhesive: 250 g/L.
23. Top and Trim Adhesive: 250 g/L.
24. Adhesive Primer for Plastic: 550 g/L.
25. Aerosol Adhesive, General-Purpose Mist Spray: 65 percent by weight.
26. Aerosol Adhesive, General-Purpose Web Spray: 55 percent by weight.
27. Special-Purpose Aerosol Adhesive (All Types): 70 percent by weight.
28. Other Adhesives: 250 g/L.
29. Architectural Sealants: 250 g/L.
30. Other Sealants: 420 g/L.
31. Sealant Primers for Nonporous Substrates: 250 g/L.
32. Sealant Primers for Porous Substrates: 775 g/L.
33. Other Sealant Primers: 750 g/L.

C. Paints and Coatings:

1. No paint and coating shall contain formaldehyde as an ingredient or contain chemicals that react in the product to produce formaldehyde.
2. All finish coatings shall be formulated with water-based technologies (i.e., water-based polyurethane, acrylic/polyurethane, acrylic, UV, or polyester) with the exceptions that solvent-based wipe stains may be used as wood finishes and epoxy coatings may be used in small areas for specialty applications.
3. Paints and coatings applied to interior doors, casework and other components produced offsite shall comply with the requirements given below.
4. SCAQMD Rule 1113: For field applications that are inside the weatherproofing system, paints and coatings shall comply with the following VOC content limits when calculated as required in Rule 1113 as amended September 2013:

    a. Flat Paints and Coatings: 50 g/L.
    b. Non-flat Paints and Coatings: 150 g/L.
    c. Primers, Sealers, and Undercoaters: 200 g/L.

d. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
e. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
f. Pretreatment Wash Primers: 420 g/L.
g. Clear Wood Finishes, Varnishes: 350 g/L.
h. Clear Wood Finishes, Lacquers: 550 g/L.
i. Floor Coatings: 100 g/L.
j. Shellacs, Clear: 730 g/L.
k. Shellacs, Pigmented: 550 g/L.
l. Stains: 250 g/L.

5. CARB SCM, Table 1: For field applications that are inside the weatherproofing system, paints and coatings shall comply with the following VOC content limits when calculated as required by the SCM:

   a. Flat Coatings: 50 g/L.
   b. Non-flat Coatings: 100 g/L.
   c. Non-flat – High Gloss Coatings: 150 g/L.
   d. Wood Coatings: 275 g/L.
   e. Floor Coatings: 100 g/L.
   f. Primers, Sealers and Undercoaters: 100 g/L.
   g. Stains: 250 g/L.
   h. Concrete/Masonry Sealers: 100 g/L.

6. Thermal and Acoustic Insulation, General:

   a. Insulation material, including mineral/rock wool insulation, shall not contain formaldehyde-based binder as an ingredient.
   b. Insulation material shall be fire retardant free unless required by local building code.

7. Carpet and Carpet Cushion:

   a. Comply with Carpet and Rug Institute (CRI) “Green Label Plus” program testing requirements for carpet and the “Green Label” program testing requirements for carpet cushion.
   b. ANSI/NSF 140: For carpet, meet Achievement Level of Gold, 52 to 70 points, based on specific Sustainable Attribute Performance for all product stages according to ANSI/NSF 140.

8. Resilient and Tile Flooring: Comply with Resilient Floor Covering Institute (RFCI) “FloorScore®” program testing requirements for flooring and flooring adhesives.
9. Wood, Composite Wood, Agrifiber Products and Components: Manufactured, prefinished, and engineered wood products shall comply with indicated VOC requirements:

   a. Moldings and Trim: Interior moldings and trim materials shall be solid wood or finger-jointed wood. No MDF or other composite wood products shall be used for moldings and trim.
   b. Shelving and Panels: Built-in shelving, including closet shelving and organizers, and wood panels applied to walls, columns and other structures, shall consist of hardwood plywood (HWPW) with no-added formaldehyde (NAF) veneer core.
   c. Stair Components: Stair components (handrails, balusters, posts, treads, risers and stringers) shall be solid wood. Alternately treads and risers may consist of hardwood plywood (HWPW) with NAF veneer core.

d. Built-In Casework, General:

1) Casework cases shall employ either solid wood or all plywood construction (APC) including end panels, ceilings, floors, backs, shelves and interior support beams.
2) Casework drawers shall consist of solid wood drawer sides and HWPW NAF drawer bottoms.
3) Casework interiors shall be finished wood veneer, high-pressure laminate or equivalent.
4) Finish coatings shall be water-based polyurethane, acrylic/polyurethane, acrylic, UV, or polyester. Finish coatings shall not contain or produce formaldehyde (i.e., acid cured or catalyzed finishes are prohibited).

10. Interior Doors, General: Preferred Option, interior doors shall be solid wood construction.

D. Countertops, General:

1. Kitchen, bath and utility countertops shall be concrete, stone, recycled paper composite, recycled plastic, terrazzo or other products that meet the specified VOC requirements of this Section.
2. Countertops shall be installed over substrates that are in compliance with the VOC requirements of this Section.

E. Gypsum Board Walls and Ceilings, General:

1. Attachment Method: Paper-faced and paperless gypsum wall board (GWB) shall be applied with conventional mechanical fasteners. Solvent-containing adhesives shall not be used for application of gypsum board.
2. Gypsum board shall comply with VOC emissions testing as indicated in this Section.

## PART 3 - EXECUTION

### 3.1 MOISTURE AND MOLD CONTROL

A. General: Protect materials as follows:

1. Do not load or install drywall, other porous materials and components, and items with high organic content into partially enclosed building.
2. Keep interior spaces clean and protected from water damage; periodically collect and remove waste containing cellulose or other organic matter.
3. Comply with manufacturer's written instructions for storage of products with respect to temperature, relative humidity, and water exposure limits.
4. Document visible signs of mold and mildew that may appear during construction. Report findings in writing to Owner and Architect.

### 3.2 DESIGNATED IAQ REPRESENTATIVE

A. The Contractor shall designate a representative with daily responsibility for IAQ issues. The designated IAQ representative is responsible for the implementation and adherence to the

Construction IAQ Management Plan's goals and procedures. The designated representative shall:

1. Regularly tour the jobsite to supervise and ensure IAQ Management Plan compliance. Keep written record of poor or failed compliance with the Construction IAQ Management Plan. Detail corrective actions taken to address all poor or failed compliance situations.
2. Discuss ongoing measures to carry out the Construction IAQ Management Plan at project coordination meetings. Minutes shall be kept at these meetings for the Owner's records and for Plan documentation.
3. Ensure that criteria for warnings and corrective actions due to poor or failed compliance with the Construction IAQ Management Plan are clearly understood.
4. Notify the Owner or Owner's Representative if the procedures and measures required to implement the Construction IAQ Management Plan are not being adhered to.
5. Coordinate the IAQ Testing with the Commissioning IAQ Consultant.

## 3.3 CONSTRUCTION SITE MANAGEMENT

A. If weather or plumbing leaks result in interior of building becoming wet:

1. Ensure that building is properly dried out prior to installation of any additional materials into the space.
2. Inspect installed materials for mold and mildew.
3. Affected materials less than 10 square feet in area: Remediate materials according to accepted industry practices.
4. Affected materials 10 square feet or more in area: Employ certified remediation firm to remove materials from site.

B. For projects incorporating new construction in an existing space, follow the procedures outlined in the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guidelines for Occupied Buildings Under Construction, Chapter 3.

## 3.4 SCHEDULING AND PRODUCT INSTALLATION SEQUENCING

A. Schedule shipment and delivery of products based on actual construction progress to minimize time products are stored on site.

B. Prepare and staff building site for delivery of products.

C. Inspect products upon delivery for conformance to Final Construction Materials List and to ensure that they are free from water and moisture damage and properly stored.

D. Use the least practical amount of wet materials. Do not install dry materials until wet materials have been installed and allowed to dry to greatest extent practical.

E. Choose drying time so that specified pollutant emission rates are achieved prior to installation of dry materials.

F. Install solvent containing materials during periods during which building is unoccupied. Schedule installation as early as possible during construction to allow of maximum off-gassing prior to building occupancy or re-occupancy.

G. Install high-VOC emitting products prior to the installation of porous of fibrous products, or protect with polyethylene sheeting, properly sealed.

H. Complete installation of interior finishing materials two to four weeks prior to building flush-out.

## 3.5 CONSTRUCTION HVAC PROCEDURES

A. Do not run HVAC system during course of construction. Seal ductwork intake and exhaust vents to prevent contamination from dust, moisture, and chemical contamination.

B. Heat, dehumidify, and ventilate building during course of Work, conforming to provisions of Section 015000 – Temporary Facilities. Maintain environmental conditions suitable for drying and curing materials and for prevention of conditions suitable for mold and mildew growth.

1. Ventilate building to remove moisture, dust, fumes, and odors.
2. Temper and dehumidify air to remove excess moisture.
3. Do not use propane heaters and other moisture generating heating systems.
4. Do not use direct fired heaters inside the Building.

C. Flush out Building including HVAC ductwork prior to Substantial Completion, and Owner occupancy. Coordinate with requirements below and with Section 019113, General Commissioning Requirements, and provisions of Division 23.

D. Inspect ductwork for refuse, contaminants, moisture, and other foreign contamination prior to Commissioning. Notify Commissioning Agent of satisfactory inspection prior to beginning of Commissioning.

## 3.6 HOUSEKEEPING

A. Regular housekeeping schedule w will be instituted. The schedule shall include daily cleaning of work areas. Cleaning measures and frequency shall be selected according to the pollutants generated in a space.

B. Under no circumstances will dust and debris be allowed to accumulate. Daily work area cleaning shall be implemented to prevent the accumulation of waste, dust and debris.

C. No smoking, food, or drink is allowed in the active work area of the building. Break areas for food and drink only may be designated within the building or at a location outside the building. Smoking is not permitted

D. Dust shall be suppressed by the use of low odor wetting agents, sweeping compounds, or HEPA vacuums.

E. Spills of water or solvent will be cleaned up immediately.

F. Particular attention shall be given to cleaning areas which will be concealed or hidden at the completion of construction. Such areas shall be cleaned completely prior to being completed. Such areas shall include, but are not imited to wall cavities, areas above drop ceilings, chases, and ledges.

3.7 BUILDING FLUSH-OUT

A. Following completion of interior finishes and installation of new furnishings, flush building with 100 percent clean outdoor air prior to occupancy.

B. Flush-out shall be performed per LEED-NC v4 Edition IEQ Credit IAQ Management requirements.

C. Building flush-out shall not expose spaces to excessive or insufficient temperature or humidity.

D. HVAC system filters shall be replaced immediately prior to the flush-out sequence. New MERV 13 or better filters as specified for the HVAC system shall be utilized. HVAC system filters shall again be replaced at the completion of flush-out and prior to building occupancy.

END OF SECTION 08 31 13

APPENDIX A – REFERNCES AND RESOURCES

A. Airborne Toxic Control Measure (ATCM) 93120-93120.12, Title 17, California Code of Regulations.

B. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)

1. ASHRAE Standard 52.2: Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size (ANSI Approved) for defining Minimum Efficiency Reporting Value (MERV).

    a. Minimum efficiency Reporting Value (MERV) of 8 for filtration media.
    b. Minimum efficiency Reporting Value (MERV) of 13 for filtration media.

2. ASHRAE Standard 62.1: Ventilation for Acceptable Indoor Air Quality (ANSI Approved).

    a. Sections 4 through 7.
    b. Definition of minimum outdoor air rate.

3. ASHRAE Standard 62.2: Ventilation and Acceptable Indoor Air Quality in Low-Rise Residential Buildings.

C. ASTM International (ASTM)

1. ASTM D1356: Standard Terminology Relating to Sampling and Analysis of Atmospheres.
2. ASTM D5116: Guide for Small Scale Environmental Chamber determination of Organic Emissions from Indoor Materials/Products.
3. ASTM D5197: Standard Test Method for Determination of Formaldehyde and Other Carbonyl Compounds in Air (Active Sampler Methodology).
4. ASTM D6329: Standard Guide for Developing Methodology for Evaluating the Ability of Indoor Materials to Support Microbial Growth Using Static Environmental Chambers.
5. ASTM D6345: Standard Guide for Selection of Methods for Active, Integrative Sampling of Volatile Organic Compounds in Air.
6. ASTM D6670: Standard Practice for Full-Scale Chamber Determination of Volatile Organic Emissions from Indoor Materials/Products.
7. ASTM D6886: Standard Test Method for Determination of the Individual Volatile Organic Compounds (VOCs) in Air-Dry Coatings by Gas Chromatography
8. ASTM D7339: Standard Test Method for Determination of Volatile Organic Compounds Emitted from Carpet using a Specific Sorbent Tube and Thermal Desorption / Gas Chromatography.
9. ASTM E2114: Standard Terminology for Sustainability Relative to the Performance of Buildings.

D. Cal/EPA, California Air Resources Board (CARB)

1. Airborne Toxic Control Measure (ATCM) for formaldehyde in composite wood products: http://www.arb.ca.gov/toxics/compwood/compwood.htm

2. Architectural and Industrial Coatings Program (AIM) – 2007 Suggested Control Measure (SCM), 2008: http://www.arb.ca.gov/coatings/arch/docs.htm
3. Toxic Air Contaminants (TACs). Current version of list is accessible at http://www.arb.ca.gov/toxics/id/taclist.htm

E. Cal/EPA, Office of Environmental Health Hazard Assessment (OEHHA)

1. Non-cancer health effects. Acute, 8-hour and Chronic Reference Exposure Levels (RELs). Current version of this list is accessible at http://oehha.ca.gov/air/allrels.html
2. Safe Drinking Water and Toxic Enforcement Act or 1986 (Proposition 65). Current version of list is accessible at http://www.oehha.ca.gov/prop65/prop65_list/newlist.html

F. CALGreen: 2013 California Green Building Standards Code, California Code of Regulations, Title 24, Part 11. Current version of code is accessible at https://law.resource.org/pub/us/code/bsc.ca.gov/

G. California Department of Public Health (CDPH), CDPH/EHLB/Standard Method V1.1: Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers, Version 1.1 (Emission Testing Method for California Specification 01350); accessible at http://www.cal-iaq.org/separator/voc/standard-method

H. Carpet and Rug Institute (CRI): Green Label Plus Certification for carpet and carpet cushion; accessible at http://www.carpet-rug.org/

I. Cradle to Cradle Products Innovation Institute: Cradle to Cradle (C2C) Certified Products Program; accessible at http://www.c2ccertified.org/product_certification/c2ccertified_product_standard

J. Green Seal; accessible at http://www.greenseal.org/FindGreenSealProductsAndServices.aspx

1. Green Seal Standard GS-11, Paints and Coatings.
2. Green Seal Standard GS-36, Adhesives for Commercial Use.
3. Green Seal Standard GS-42, Commercial and Institutional Cleaning Services.
4. Green Seal Standard GS-49, Residential Cleaning Services.

K. GreenScreen for Safer Chemicals: Method for chemical hazard assessment; accessible at http://www.greenscreenchemicals.org/

L. Health Product Declaration Collaborative; Health Product Declaration (HPD) Standard Version 1.0; accessible at http://hpdcollaborative.org

M. International Green Construction Code (IgCC); accessible at http://www.iccsafe.org/CS/IGCC/Pages/default.aspx

N. International Living Futures Institute (ILFI); accessible at http://living-future.org/lbc.

1. Living Building Challenge (LBC) Standard 3.0, 2014.
2. Material Petals Handbook, 2013
3. Declare, The Ingredients Label for Building Products; accessible at www.declareproducts.com.

O. International Organization for Standardization (ISO)

1. ISO 14021:2001. Environmental labels and declarations. Self-declared environmental claims (Type II environmental labeling).
2. ISO 16000-9:2006. Indoor Air - Part 9: Determination of the Emission of Volatile Organic Compounds from Building Products and Furnishing - Emission Test Chamber Method.
3. ISO/IEC 17025:2005 General Requirements for the Competence of Testing and Calibration Laboratories.
4. ISO/IEC 17065: 2012 Conformity Assessment – Requirements for Bodies Certifying Products, Processes and Services
5. ISO/IEC Guide 65:1996 General Requirements for Bodies Operating Product Certification Systems.

P. North East Ozone Transport Commission (OTC)

1. Model Rule 2009-12; Architectural & Industrial Maintenance (AIM) Coatings.
2. Model Rule for Adhesives and Sealants.

Q. Resilient Floor Covering Institute (RFCI): FloorScore emissions criteria and testing method for hard surface flooring and flooring adhesives; accessible at SCS Global Services website http://www.scsglobalservices.com/floorscore

R. Sheet Metal and Air Conditioning Contractors National Association (SMACNA): IAQ Guidelines for Occupied Buildings Under Construction, 2nd Edition 2007, ANSI/ SMACNA 008-2008 (Chapter 3).

S. South Coast Air Quality Management District (SCAQMD)

1. SCAQMD Rule 1113, Architectural Coatings: VOC limits for AIM paints and coatings; accessible at: http://www.aqmd.gov/rules/reg/reg11/r1113.pdf
2. SCAQMD Rule 1168, Adhesive and Sealant Applications: VOC limits for primers, adhesives, sealants, and sealant and other primers; accessible at: http://www.arb.ca.gov/drdb/sc/curhtml/r1168.pdf

T. US Environmental Protection Agency (EPA)

1. Indoor airPLUS Construction Specifications, Version 1 (Rev. 02): http://www.epa.gov/indoorairplus
2. 40 CFR 59, Subpart D, Method 24, Determination of Volatile Matter Content, Water Content, Density, Volume Solids, and Weight Solids of Surface Coatings; accessible at http://www.epa.gov/ttnemc01/promgate/m-24.pdf
3. Building Radon Out (EPA 402-K-01-002): Building Radon Out: A Step-by-Step Guide On How to Build Radon-Resistant Homes, 2001; accessible at http://www.epa.gov/radon/pdfs/buildradonout.pdf
4. Environmentally Preferable Purchasing Guidelines for Cleaning Agents; accessible at http://www.epa.gov/opptintr/epp/pubs/cleaning.htm
5. Map of Radon Zones; accessible at http://www.epa.gov/radon/zonemap.html
6. Toxic Substances Control Act (TSCA), Section 5(b)(4): Chemicals of Concern; accessible at http://www.epa.gov/oppt/existingchemicals/index.html

U. US Green Building Council (USGBC)

1. Leadership in Energy and Environmental Design (LEED), LEED for Homes Design and Construction, v4. Includes 'Homes and Multifamily Lowrise' and 'Multifamily'; accessible at http://www.usgbc.org/leed/v4
2. USGBC Buyer's Guide to Green Countertops; accessible at: http://greenhomeguide.com/know-how/article/buyers-guide-to-green-countertop-materials

APPENDIX B – DEFINITIONS

DEFINITIONS

A. Absorption: The process of one substance entering into the inner structure of another. *(U.S. EPA).*

B. Absorptive Materials: Materials capable of absorption.

C. Adsorption: The adhesion of a thin film of liquid or gases to the surface of a solid substance. *(U.S. EPA).*

D. Air Change Rate: Ratio of volume of conditioned air brought into the emission test chamber or building space per unit time to the chamber or building space volume. *(CDPH IAQ Standard Method V1.1, 2010).*

E. Allergen: A chemical or biological substance (e.g., pollen, animal dander, or house dust mite proteins) that induces an allergic state or reaction, characterized by hypersensitivity. A substance that induces allergic reaction. *(US EPA, 2012).*

F. Annoyance: A general feeling of displeasure or adverse psychological reaction toward a source. Associated with disturbance, distress and frustration. *(US EPA, 2012).*

G. ASHRAE: American Society of Heating, Refrigerating, and Air-Conditioning Engineers is an international group which is organized for the purpose of advancing the arts and sciences of heating, ventilation, air conditioning and refrigeration through research, standards writing, continuing education and publications. See www.ashrae.org. *(US EPA, 2012).*

H. Asthma: A condition marked by recurrent attacks of difficult or labored breathing and wheezing resulting from spasmodic contraction and hypersecretion of the bronchi. It is caused by exposure to allergens such as drugs, foods, environmental pollutants, or intrinsic factors. *(US EPA, 2012).*

I. ASTM International: American Society for Testing and Materials, a consensus-based standard setting organization. See www.astm.org. *(US EPA, 2012).*

J. Breathing Zone: Area of a room in which occupants breathe as they stand, sit, or lie down. *(US EPA, 2012).*

K. Building Flush Out: A process used to remove VOCs from a building by operating the building's HVAC system at 100 percent, tempered outside air for a specific period of time.

L. Building-Related Illness (BRI): Diagnosable illness whose symptoms can be identified and whose cause can be directly attributed to airborne building pollutants (e.g., Legionnaire's disease, hypersensitivity pneumonitis). Also: A discrete, identifiable disease or illness that can be traced to a specific pollutant or source within a building. (Contrast with "Sick building syndrome"). *(US EPA, 2012).*

M. Carcinogen: A substance that can cause or contribute to cancer. *(US EPA, 2012).*

N. CDPH/EHLB/Standard Method V1.1: Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers Version 1.1. Emission testing method for California Specification 01350. Supersedes previous version “Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers”. Prepared by Indoor Air Quality Section, Environmental Health laboratory Branch, Division of Environmental and Occupational Disease Control, California Department of Public Health. February, 2010.

O. Concentration: Mass of VOC per unit air volume expressed at standardized conditions for temperature and pressure (i.e., 298˚ K, 101.3 kPa) *(CDPH IAQ Standard Method V1.1, 2010).*

P. Contaminant: Any physical, chemical, biological, or radioactive substance that can adversely affect air, water or soil. *(US EPA, 2012).*

Q. CREL – Noncancer chronic reference exposure level developed by Cal/EPA OEHHA. These are inhalation concentrations to which the general population, including sensitive individuals, may be exposed for long periods (10 years or more) without the likelihood of serious adverse systemic effects other than cancer. *(CDPH IAQ Standard Method V1.1, 2010).*

R. Emission: Pollution discharge from a source. *(US EPA, 2012).*

S. Emission Factor: Mass of VOC emitted from a specific unit area of product surface per unit time. Other unit measures such as product mass or length may be used as appropriate. *(CDPH IAQ Standard Method V1.1, 2010).*

T. Emission Rate: Mass of VOC emitted by an entire product or test specimen per unit time. *(CDPH IAQ Standard Method V1.1, 2010).*

U. Emission Test Chamber: Non-contaminating enclosure of defined volume with controlled environmental conditions for inlet air flow rate, temperature and humidity used for determination of VOC emissions from product test specimens. *(CDPH IAQ Standard Method V1.1, 2010).*

V. EPA: United States Environmental Protection Agency.

W. HEPA: High efficiency particulate arrestance (filters). *(US EPA, 2012).*

X. Hypersensitivity: The immune system's exaggerated response to an allergen. *(US EPA, 2012).*

Y. Hypersensitivity Diseases: Diseases characterized by allergic responses to animal antigens. The hypersensitivity diseases most clearly associated with indoor air quality are asthma, rhinitis, and hypersensitivity pneumonitis. Hypersensitivity pneumonitis is a rare but serious disease that involves progressive lung damage as long as there is exposure to the causative agent. *(US EPA, 2012).*

Z. IAQ Management Plan: A set of flexible and specific steps for preventing and resolving IAQ problems. *(US EPA, 2012).*

AA. Indoor Air Quality (IAQ): As defined in ANSIASHRAE Standard 62.2, acceptable indoor air quality is “air towards which a substantial majority of occupants express no dissatisfaction with respect to odor and sensory irritation and in which there are not likely to be contaminates at concentrations that are known to pose a health risk.”

BB. Indoor Air Pollutant: Particles and dust, fibers, mists, bioaerosols, and gases or vapors. *(US EPA, 2012).*

CC. Loading Factor: Ratio of the nominal exposed surface area of the product or the test specimen to the volume of the building space or the emission test chamber. *(CDPH IAQ Standard Method V1.1, 2010).*

DD. Mutagen: Any substance that can cause a change in genetic material. *(US EPA, 2012).*

EE. Mutagenic: Able to cause a permanent change in the structure of DNA. *(US EPA, 2012).*

FF. Off-Gassing: The production of gases from the chemical deterioration of a substance over time, and the release of gases from materials into the air. *(US EPA, 2012).*

GG. Organic Compounds: Chemicals that contain carbon. Volatile organic compounds vaporize at room temperature and pressure. They are found in many indoor sources, including many common household products and building materials. *(US EPA, 2012).*

HH. Particulate Matter: A state of matter in which solid or liquid substances exist in the form of aggregated molecules or particles. Airborne particulate matter is typically in the size range of 0.01 to 100 micrometers. *(US EPA, 2012).*

II. Preconditioning: A process of airing out building materials and furnishings to allow the VOCs to emit prior to installation in a building. The preconditioning of unwrapped materials and furnishings should be accomplished in a well ventilated space.

JJ. Pressed Wood Products: A group of materials used in building and furniture construction that are made from wood veneers, particles, or fibers bonded together with an adhesive under heat and pressure. *(US EPA, 2012).*

KK. Product Category: General group of similar products intended for a particular application and performance, such as vinyl composition tile (VCT), laminated wood flooring, broadloom carpet, sheet vinyl flooring, plywood, oriented strand board (OSB), interior paint, etc. *(CDPH IAQ Standard Method V1.1, 2010).*

LL. Product Subcategory: Group of products within a product category having similar chemistry, construction, weight, formulation and manufacturing process and which may have a similar VOC emissions profile. *(CDPH IAQ Standard Method V1.1, 2010).*

MM. Respirable Particles: Respirable particles are those that penetrate into and are deposited in the nonciliated portion of the lung. Particles greater than 10 micrometers aerodynamic diameter are not respirable. *(US EPA, 2012).*

NN. Sick Building Syndrome (SBS): Term that refers to a set of symptoms that affect some number of building occupants during the time they spend in the building and diminish or go away during periods when they leave the building. SBS cannot be traced to specific pollutants or sources within the building. (Contrast with "Building related illness"). *(US EPA, 2012).*

OO. Total Volatile Organic Compounds (TVOCs): Sum of the concentrations of all identified and unidentified VOCs between and including n-pentane through n-heptadecane (i.e., C5 – C17) as measured by the GC/MS TIC method and expressed as a toluene equivalent value. *(CDPH IAQ Standard Method V1.1, 2010).*

PP. Toxic: Of, affected by, or caused by a toxin; to cause a poisonous reaction. *(US EPA, 2012).*

QQ. Volatile: 1. Able to evaporate readily. 2. Able to go to gas phase from a liquid or solid phase. *(US EPA, 2012).*

RR. Volatile Organic Compounds (VOCs): Compounds that vaporize (become a gas) at room temperature. Common sources which may emit VOCs into indoor air include housekeeping and maintenance products, and building and furnishing materials. In sufficient quantities, VOCs can cause eye, nose, and throat irritations, headaches, dizziness, visual disorders, memory impairment; some are known to cause cancer in animals; some are suspected of causing, or are known to cause, cancer in humans. At present, not much is known about what health effects occur at the levels of VOCs typically found in public and commercial buildings. *(US EPA, 2012).*

SS. VOC Content: Volatile organic compound contained in the product.

TT. VOC Emissions: Volatile organic compounds emitted by a product into the air.

SECTION 019113

GENERAL COMMISSIONING REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section includes general administrative and procedural requirements for the commissioning process to supplement other Division 01 commissioning process activity Sections and other Sections in Divisions 22, 23, 26, and 28 that specify testing of components, systems and assemblies.

B. Related Sections include the following:

1. Division 22 Section "Commissioning of Plumbing" for commissioning process activities for plumbing systems, assemblies, equipment, and components.
2. Division 23 Section "Commissioning of HVAC" for commissioning process activities for HVAC&R systems, assemblies, equipment, and components.
3. Division 26 Section "Commissioning of Electrical Systems" for commissioning process activities for electrical systems, assemblies, equipment, and components.

1.3 DESCRIPTION

A. Commissioning is a systematic process of confirming that all building systems perform interactively according to the Owner's Program Requirements and the Basis of Design and continuing through construction, acceptance and the warranty period with actual verification of performance.

B. Commissioning during design is intended to achieve the following specific objectives:

1. Verify the Owner's Program Requirements and Basis of Design are clearly documented and they meet the Owner's goals and objectives.
2. Provide Design Review during AE design efforts.
3. Verify commissioning for the construction phase is adequately reflected in the bid documents.

C. Commissioning during the construction phase of this project is intended to achieve the following specific objectives:

1. Provide direction for the commissioning process during construction, particularly providing resolution to issues and providing details not developed during design (ex. scheduling, participation of various parties, lines of reporting and approvals, coordination, etc.)
2. Verify that applicable equipment and systems are installed properly and receive adequate operational checkout by installing contractors.
3. Verify and document proper performance of equipment and systems.
4. Verify that O&M documentation left on site is complete.
5. Verify that the Owner's operating personnel are adequately trained.

D. The Commissioning process does not take away from or reduce the responsibility of the system designers to design a workable system nor the installing contractors to provide a finished and fully functioning product.

E. The CxA directs and coordinates the commissioning activities and reports to the Owner. All members in the construction process work together to fulfill their contracted responsibilities and meet the objectives of the Owner's Project Requirement's as detailed in the Contract Documents.

F. The CxA works with the CM according to established protocols to schedule the commissioning activities. The CxA will provide sufficient notice to the CM and Owner for scheduling commissioning activities. Meanwhile, the CxA will integrate these activities into the master construction schedule. All parties will address scheduling problems and make necessary notifications in a timely manner in order to expedite the commissioning process.

G. The following narrative provides a brief overview of the commissioning tasks during construction and the general order in which they occur.

1. Commissioning during construction begins with a Commissioning Kick-Off Meeting – Construction Team conducted by the CxA where the commissioning process is reviewed with the commissioning team members.
2. Additional meetings will be required throughout construction, scheduled by the CxA with necessary parties attending, to plan, scope, coordinate, schedule future activities and resolve problems.
3. Equipment documentation is submitted to the CxA through the submittal process, including detailed start-up procedures.
4. In general, the checkout and performance verification proceeds from simple to complex; from component level to equipment to systems and intersystem levels with Prefunctional checklists being completed before functional testing begins.
5. The contractors document and perform startup and initial checkout of equipment as shown in the project specs. The manufacturer start-up documents shall be utilized and filled out by the manufacturer representative were applicable. The CxA documents that startup was completed according to the approved plans, when contracted. This may include the CxA witnessing start-up of selected equipment, if contracted.
6. The CxA verifies installation integrity thru the use of checklists.
7. The CxA develops specific equipment and system functional performance test procedures. The contractors review the procedures.
8. The procedures are executed by the contractors, under the direction of, and documented by the CxA.
9. Items of non-compliance in material, installation or setup are corrected at the contractor's expense and the system retested.
10. The CxA develops the initial fixed equipment list and coordinate asset numbering with the Owner.
11. The CxA reviews the O&M documentation for completeness.
12. Commissioning is completed before Substantial Completion, whenever possible.
13. The CxA reviews and pre-approves the training plan provided by the contractors.
14. The contractors coordinate and provide training via qualified instructors.
15. Training occurs.
16. The Owner verifies that training has occurred and provides a written statement that training has occurred.
17. Deferred testing is conducted, as specified or required.

1.4 DEFINITIONS

A. Acceptance: A formal action, to declare that some aspect of the project meets defined requirements, thus permitting subsequent activities to proceed.

B. Acceptance Phase: Phase of commissioning after start-up and initial checkout when functional performance tests, O&M documentation review and training occurs.

C. Architect/Engineer (AE): the prime Consultant (Architect) and Subconsultants who comprise the design team, generally the HVAC Mechanical Designer/Engineer, the Electrical Designer/Engineer and various other Subconsultants.

D. Approval: Acceptance that a piece of equipment or system has been properly installed and is functioning in the tested modes according to the contract documents.

E. Basis of Design (BOD): A document that records concepts, calculations, decisions and product selections used to meet the Owner's Project Requirements and to satisfy applicable regulatory requirements, standards and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process. Also known as the Design Criteria.

F. Checklists: Verification checklists that are developed and used during all phases of the commissioning process to verify that the Owner's Project Requirements are being achieved. This includes checklists for general verification, plus testing, training, and other specific requirements.

G. Commissioning Authority (CxA): An entity identified by the Owner who plans, schedules and coordinates the commissioning team to implement the Commissioning Process. The Owner has engaged **Horizon Engineering Associates, LLP** as the CxA under a separate contract.

H. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.

I. Commissioning Process: A quality-focused process for enhancing the delivery of a project and includes verifying and documenting that the facility and its systems and assemblies are planned, designed, installed, tested, operated and maintained to meet the Owner's Project Requirements.

J. Commissioning Process Progress Report: A written document that details activities completed as part of the commissioning process and significant findings from those activities that is continuously updated during the course of a project.

K. Commissioning Report: A document recording the results of the commissioning process, including the record documents, performance of the commissioned systems and documents all sign-offs.

L. Commissioning Specifications: The contract document that details the objective, scope and implementation of the construction and acceptance phases of the commissioning process as developed in the Commissioning Plan.

M. Commissioning Team: A team comprised of the CxA, Owner, AE, Construction Manager/General Contractor, Contractors, maintenance and operations personnel, and

occupants. Individuals, each having the authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated action.

N. Contract Documents: The documents binding on parties involved in the construction of this project (drawings, specifications, change orders, amendments, contracts, Cx Plan, etc.)

O. Contractor: the CM or subcontractors authorized representatives.

P. Construction Manager (CM): the prime contractor for this project. Generally, refers to all the CM's subcontractors as well. Also referred to as the Contractor, in some contexts.

Q. Data Logging: The monitoring and recording of flow, current, status, pressure, etc. of equipment using 'stand-alone' data recorders separate from the control system or the trending capacities of control systems.

R. Deferred Performance Tests (DPTs): Performance tests that are performed, at the discretion of the CxA, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design, or other site conditions that disallow the test from being performed.

S. Deficiency: A condition in the installation or function of a component, piece of equipment or system that is not in compliance with the Contract Documents (that is, does not perform properly or is not complying with the Owner's Project Requirements).

T. Equipment Manufacturer: The multiple companies that will manufacturer equipment and products for the commissioned systems and who will participate as required in the commissioning activities.

U. Functional Performance Test: The testing of the dynamic function and operation of equipment and systems using manual (direct observation) or monitoring methods. Functional testing is the dynamic testing of systems (rather than just components) under full operation. Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, etc. The systems are run through all the control system's sequence of operation and components are verified to be responding as the sequences state. The commissioning authority develops the functional test procedures in a sequential written form, coordinates, oversees, and documents the actual testing, which is usually performed by the installing contractor or vendor.

V. HVAC&R: Heating, Ventilating, Air Conditioning, and Refrigeration.

W. Issues Log: A formal and ongoing record of problems or concerns – and their resolution – that have been raised by members of the commissioning team during the course of the commissioning process.

X. Manual Test: Using hand-held instruments, immediate control system readouts or direct observation to verify performance (contrasted to analyzing monitored data taken over time to make the 'observation').

Y. Monitoring: The recording of parameters (flow, current, status, pressure, etc.) of equipment operation using data loggers or the trending capabilities of control systems.

Z. Non-Compliance: See Deficiency.

AA. Non-Conformance: See Deficiency.

BB. Owner's Project Requirements (OPR): A written document that details functional requirements of the Project and the expectations of how the Project will be used and operated. This includes project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting information. (Also formerly known as the Design Intent Document.)

CC. Owner's Representative or Project Manager (Owner): The contracting and managing authority for the Owner who oversees the design and/or construction of the project.

DD. Over-written Value: Writing over a sensor value in the control system to see the response of a system.

EE. Phased Commissioning: Commissioning that is completed in phases (by floors, for example) due to the size of a project or other scheduling issues, in order to minimize the total construction time.

FF. Re-Commissioning Management Manual: A single manual that contains information required for recommissioning the projects' building systems.

GG. Sampling: Functionally testing only a fraction of the total number of identical or near identical pieces of equipment.

HH. Seasonal Performance Test: Performance tests that are deferred until the system(s) will experience conditions closer to their design conditions based on weather conditions.

II. Simulated Condition: Condition that is created for the purpose of testing the response of a system (eg. Raising/lowering the set-point of a thermostat to see the response in a VAV box).

JJ. Simulated Signal: Disconnecting a sensor and using a signal generator to simulate a sensor value for the purpose of testing a full range of conditions.

KK. Startup: The initial starting or activating of dynamic equipment, including completing construction checklists.

LL. Systems Manual: A systems focused composite document that includes the operation manual, maintenance manual, and additional information of use to the Owner during the occupancy and operations phase.

MM. Systems, Subsystems, and Equipment: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, and equipment.

NN. Test Procedures: The step-by-step process which must be executed to fulfill the test requirements. The test procedures are developed by the CxA.

OO. Test Requirements: Requirements specifying what modes and functions, etc. shall be tested. The test requirements are not the detailed test procedures. The test requirements are specified in the Contract Documents.

PP. Training Plan: A written document that details the expectations, schedule, budget and deliverables of commissioning process activities related to training of project operating and maintenance personnel, users, and occupants.

QQ. Trending: Monitoring over a period of time.

RR. Verification: The process by which specific documents, components, equipment, assemblies, systems, and interfaces among systems are confirmed to comply with the criteria described in the Owner's Project Requirements.

SS. Warranty Period: Warranty period for the entire project, including equipment components. Warranty begins at Substantial Completion and extends typically for at least one year, unless specifically noted otherwise in the Contract Documents.

1.5 SUBMITTALS

A. The CxA will review and provide comments to the AE for submittals related to the commissioned equipment for conformance to the Contract Documents as it relates to the commissioning process, to the functional performance of the equipment and adequacy for developing test procedures. This review is intended primarily to aid in the development of functional testing procedures and only secondarily to verify compliance with equipment specifications. The CxA will notify the Contractor, Owner or AE as requested, of items missing or areas that are not in conformance with Contract Documents and which require resubmission.

B. The CxA will review the submittals once. The CxA will receive a copy of the final approved submittals.

1.6 QUALITY ASSURANCE

A. Test Equipment Calibration Requirements: Contractors will comply with test manufacturer's calibration procedures and intervals. Recalibrate test instruments immediately after instruments have been repaired resulting from being dropped or damaged. Affix calibration tags to test instruments. Furnish calibration records to CxA upon request.

1.7 COORDINATION

A. Commissioning Kick-Off Meeting – Construction Team: Contractors will attend a meeting of the Commissioning Team, chaired by the CxA, to review the scope of commissioning process activities and the Commissioning Plan with discussions on milestones, activities, and assignments of responsibilities. The flow and type of documents and the amount of submittal data given to the CxA will be determined. Meeting minutes will then be distributed to all parties by the CxA.

B. Commissioning Meetings: Contractors will attend coordination meetings with the Commissioning Team, chaired by the CxA, to review progress on the Commissioning Plan, construction deficiencies, scheduling conflicts, and to discuss strategies and processes for upcoming commissioning process activities.

C. Miscellaneous Construction Meetings: The CxA attends selected planning and job-site meetings in order to remain informed on construction progress and to update parties involved in the commissioning process.

D. Pre-testing Meetings: Contractors will attend pretest meetings with the Commissioning Team, chaired by the CxA, to review startup reports, pre-test inspection results, testing procedures, testing personnel and instrumentation requirements, and manufacturers' authorized service representative services for each system, subsystem, equipment, and component to be tested.

E. Testing: Contractors will coordinate with testing personnel and agencies for timing and access for CxA to witness test.

F. Manufacturers' Inspection and Startup Services: Contractors will coordinate services of manufacturers' inspection and startup services.

G. Testing, Adjusting and Balancing: Contractors will coordinate with plan and schedule for testing, adjusting, and balancing for timing and access for CxA to witness process.

## PART 2 – PRODUCTS

### 2.1 TEST EQUIPMENT

A. All standard testing equipment required to perform startup, initial checkout and functional performance testing shall be provided by the Contractor for the equipment being tested. For example, the mechanical contractor of Division 23 shall ultimately be responsible for all standard testing equipment for the HVAC system and controls system in Division 23, except for equipment specific to and used by TAB in their commissioning responsibilities. A sufficient quantity of two-way radios shall be provided by each subcontractor. All testing equipment shall be properly calibrated. Calibration certificates should be kept with equipment and presented to CxA upon request.

B. Special equipment, tools, and instruments (specific to a piece of equipment and only available from the vendor) required for testing shall be included in the base bid price to the Owner and left on site, except for stand-alone data logging equipment that may be used by the CxA.

C. Proprietary test equipment and software required by any equipment manufacturer for programming and/or start-up, whether specified or not, shall be provided by the manufacturer of the equipment. Manufacturer shall provide the test equipment, demonstrate its use, and assist in the commissioning process as needed. Proprietary test equipment (and software) shall become the property of the Owner upon completion of the commissioning process.

D. Data logging equipment and software required to test equipment will be provided by the CxA, but shall not become the property of the Owner.

E. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified in the Specifications. If not otherwise noted, the following minimum requirements apply: Temperature sensors and digital thermometers shall have a certified calibration within the past year to an accuracy of 0.5°F and a resolution of + or - 0.1°F. Pressure sensors shall have an accuracy of + or - 2.0% of the value range being measured (not full range of meter) and have been calibrated within the last year.

## PART 3 – EXECUTION

## 3.1 GENERAL DOCUMENTATION REQUIREMENTS

A. Submittals: See Section 1.5 – SUBMITTALS for requirements.

B. Checklists

1. The CxA will prepare Pre-Functional Checklists for all commissioned components, equipment, and systems.

C. Red-lined Drawings: The Contractor will verify all equipment, systems, instrumentation, wiring and components are shown correctly on red-lined drawings. Preliminary red-lined drawings must be available to the Commissioning Team for use prior to start of the Functional Performance Testing. Changes, as a result of Functional Testing, must be incorporated into the final as-built drawings, which will be created from the red-lined drawings. The contracted party, as defined in the Contract Documents will create the as-built drawings.

D. Operation and Maintenance Data: Contractor will provide a copy of O&M literature within 45 days of each submittal acceptance for use during the commissioning process for all commissioned equipment and systems. The CxA will review the O&M literature once for conformance to project requirements. The CxA will receive a copy of the final approved O&M literature once corrections have been made by the Contractor.

E. Demonstration and Training: Contractor will provide demonstration and training as required by the specifications. A complete training plan and schedule must be submitted by the Contractor to the CxA four weeks (4) prior to any training. A training agenda for each training session must be submitted to the CxA one (1) week prior the training session.

## 3.2 OWNER'S RESPONSIBILITIES

A. Provide the OPR documentation to the CxA and Contractors for use in developing the Commissioning Plan; testing plans and checklists.

B. Provide the Basis of Design documents, prepared by the architect and approved by the Owner, for use in developing the Commissioning Plan; testing plans and checklists.

C. Assign operation and maintenance personnel and schedule them to participate in Commissioning Team activities including, but not limited to, the following:

1. Commissioning meetings.
2. Construction phase coordination meetings.
3. Piping and ductwork testing and flushing verification meetings.
4. Procedures meeting for testing, adjusting, and balancing.
5. Testing and demonstration of systems, subsystems, and equipment.
6. Training in operation and maintenance of systems, subsystems, and equipment.
7. Final review and acceptance meetings

D. Provide utility services required for the commissioning process.

E. Facilitate the coordination of the commissioning work between the CxA, the Contractor and the Architect and Engineers to ensure that the commissioning activities are incorporated into the master schedule.

F. Review and approve the commissioning plan.
G. Coordinate any seasonal or deferred testing.
H. Ensure that any seasonal, deferred testing and/or deficiency issues are addressed.

3.3 DESIGN PROFESSIONAL'S RESPONSIBILITIES

A. Attend the Commissioning Kick-Off Meeting – Design Team, Commissioning Kick-Off Meeting – Construction Team and selected team meetings.
B. Perform submittal review, construction observation, as-built drawing preparation, other items as contracted.
C. Provide the Basis of Design Document. The designers shall assist (along with the contractors) in clarifying the operation and control of commissioned equipment in areas where the specifications, control drawings or equipment documentation is not sufficient for writing detailed testing procedures.
*D.* Participate in the resolution of system deficiencies identified during the commissioning, according to the contract documents.
E. Construction Record documents and specifications.
F. Ensure that the CxA's submittals comments are incorporated into the Design Professional's submittal comments prior to sending to CM for distribution.
G. Facility operating procedures for normal, abnormal, and emergency modes of operation.
H. Participate in resolution of design non-conformance and design deficiencies identified during the warranty-period commissioning process.
I. Provide a written description and rational for all energy and water saving features and strategies with operating instructions and caveats about their function and maintenance relative to energy use.
J. Provide written guidelines for establishing and tracking benchmarks for whole building energy use and equipment efficiencies of cooling, heating, and service hot water equipment.
K. Provide a written list of diagnostic tools, with use descriptions, to assist facility staff.

3.4 CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following brief overview:
1. Facilitate the coordination of commissioning and incorporate commissioning activities into the overall project.
2. Provide copies of all applicable submittals as required in Division 01 including all changes thereto.
3. Provide detailed startup procedures.
4. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, perform corrective actions.
5. Cooperate with the CxA for resolution of issues recorded in the Issues Log.
6. Attend commissioning team meetings held on a scheduled basis.
7. Furnish a copy of all construction documents, addenda, change orders and approved submittals and shop drawings related to commissioned equipment to the CxA. Upon CxA's request, furnish a copy of the O&M literature within a week after the request.
8. In each purchase order or subcontract written, include requirements for submittal data, O&M literature, commissioning tasks and training.
9. Integrate and coordinate commissioning process activities with construction schedule.
10. Review and accept construction checklists provided by the CxA.

11. Review and accept commissioning process test procedures provided by the CxA.
12. Provide the CxA the completed Controls Contractor point-to-point checklist for record.
13. Complete commissioning process test procedures.
14. Submit training plan for approval, coordinate training and provide qualified instructors for training of Owner personnel.
15. Assist the CxA as necessary in the seasonal testing, deferred testing and deficiency resolution.
16. Ensure that subcontractors correct deficiencies and make necessary adjustments to submittals, O&M manuals and red-lined drawings for applicable issues identified in any seasonal testing.
17. Provide written as-built controls drawings and sequences of operation for all equipment.
18. Provide a written list of time of day schedules and a schedule frequency to review them for relevance and efficiency.
19. Provide written recommendations for recalibration frequency of sensors and actuators by type and use.
20. Provide a written list of all user adjustable set-points and reset schedules with a brief discussion of the purpose of each and the range of reasonable adjustments with energy implications
21. Provide a written schedule frequency to review the various set-points and reset schedules to ensure they are current relevant and efficient values.
22. Provide a written list of diagnostic tools with use descriptions to assist facility staff.
23. Provide the CxA the final balancing report for review. Ensure the subcontractors correct deficiencies and make necessary adjustments noted in the report.

## 3.5 EQUIPMENT SUPPLIERS' RESPONSIBILITIES

A. Roles and Responsibilities

1. Provide all requested submittal data, including detailed start-up procedures and specific responsibilities of the Owner, to keep warranties in force.
2. Assist in equipment testing per agreements with subcontractors.
3. Provide information requested by CxA regarding equipment sequence of operation and testing procedures.

## 3.6 COMMISSIONING AUTHORITY RESPONSIBILITIES

A. Roles and Responsibilities

1. The CxA is <u>not</u> responsible for the design concept, the design criteria, compliance with codes, design or general construction scheduling, cost estimating or construction management.
2. The CxA may assist with problem solving and non-conformance items or deficiencies, but the CxA is not the Design Engineer / Engineer of Record, and the commissioning process does not preclude the design engineer / Engineer of Record of responsibilities for system evaluations, adequacy of systems to meet the OPR, capacities of systems, quality control checks, or any of the other elements and recommended final acceptance of systems to the Owner.
3. The primary role of the CxA is to coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultants with all necessary parties, frequently updated timelines and schedules and technical expertise.

B. Document Review

1. Review the Owner's Project Requirements and Basis of Design developed by the design professionals.
2. Perform a focused review of the drawings and specification during the Design Development and near the end of the Construction Document Phase, if contracted.
3. Develop full commissioning specifications for all systems and equipment to be commissioned. The commissioning specifications will be subject to approval of the design team and included in the final construction specifications.
4. Review submittals applicable to systems being commissioned for compliance for commissioning needs, concurrent with the AE's reviews.

C. Cx Team Meetings

1. Commissioning during construction will begin with a 'Commissioning Kick-Off Meeting – for Construction Team' conducted by the CxA where the commissioning process is reviewed with all of the commissioning team members.
2. Additional meetings will be required throughout construction, and will be scheduled by the CxA on a weekly basis with necessary parties of the commissioning team attending, in order to plan, scope, coordinate, and schedule future activities and resolve problems.

D. Coordination and Scheduling

1. Coordinate and direct commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications, and consultations with all necessary parties.
2. Coordinate commissioning work with the CM to ensure that commissioning activities are being scheduled into the master project schedule.

E. Commissioning Progress

1. Perform site visits, as necessary, to observe component and system installations.
2. Attend selected planning and jobsite meetings to obtain information on construction progress.
3. Review construction meeting minutes for revisions/substitutions relating to the commissioning process.

F. Duct Leakage Testing

1. Review and approve the duct leakage testing plan submitted by the Contractor.
2. Witness part of the testing and be sufficiently confident that proper procedures are being followed.
3. Document via the online Commissioning Issues Log any deficiencies in the procedures or results.

G. Pipe Testing, Flushing, and Cleaning

1. Review and approve the pipe testing, flushing, and cleaning plan submitted by the Contractor.
2. Witness all or part of the pipe testing, flushing, and cleaning and be sufficiently confident that proper procedures are being followed.

3. Document via the online Commissioning Issues Log any deficiencies in the procedures or results.

H. Pre-Functional Checks

1. Verify proper installation of components, equipment, systems, and assemblies. Sampling procedures will be employed for terminal equipment within the Office/Non-Lab Terminal Zone and may NOT be employed on systems and equipment located elsewhere.

I. Equipment and System Startup and Verification

1. Review and approve component, equipment, system and assembly startup plan developed and submitted by the Contractor.
2. Approve system startup by reviewing startup reports, if contracted; and by selected site observation.
3. Review the Testing, Adjusting and Balancing execution plan for the project, which shall be submitted by the TAB subcontractor.
4. Verify and document the accuracy of the air and water systems balancing by spot testing the air and water reported field values with TAB subcontractors and by reviewing completed reports.

J. Functional Performance Testing

1. With assistance from the Contractor, write Functional Performance Testing procedures for all components, equipment, or systems to be commissioned.
2. With the assistance of the Contractors, coordinate Functional Performance Testing. Witness and approve Functional Performance Testing performed by the Contractor.
3. With the assistance of the Contractor, coordinate retesting as necessary until satisfactory performance is achieved.
4. Witness seasonal or deferred Functional Performance Testing as necessary.
5. Sampling procedures may NOT be employed on systems and equipment.

K. Issue/Deficiency Logs

1. The CxA shall prepare a formal, ongoing, online record of deficiencies, problems, and concerns – and their resolution – raised by members of the Commissioning Team during the Commissioning Process.
2. Issues will be recorded on an online Commissioning Issues Log for the AE, CM and Contractor to resolve to the satisfaction of the Owner. Issues will be added by the CxA. Team members are required to post their own responses to issues pertaining to their work. Team members are required to respond to issues added to the list within five (5) working days of being added by the CxA.
3. Issues will be revisited one (1) time to verify that the proper corrections have been made. The Owner reserves the right to deduct from the Contractor's contract costs associated with additional revisits required for outstanding issues.
4. When issues are resolved, they will be closed on the Issues Log by the CxA.

L. Operation and Maintenance Data

1. The CxA shall review of the documentation submitted by the Contractor as required by the Specifications for completeness and accuracy. This commissioning review supplements, but does not replace, the Architect/Engineer's review.

2. Review equipment warranties to ensure that the Owner's responsibilities are clearly defined.

M. Training

1. The CM and Contractor will provide all documentation and qualified training personnel for training.
2. The CxA will verify through the Contractor's plan and schedule, training agendas, and select observations that proper training procedures were followed on all commissioned systems.
3. See appropriate section below pertaining to training.

N. Systems Manual Requirements

1. Index of Systems Manual with notation as to content storage location if not in actual manual.
2. Executive Summary
3. A list of recommended operational record keeping procedures at the facility level, including sample forms, trend logs, or others, and a rationale for each.
4. Maintenance procedures, schedules, and recommendations.
5. Ongoing Optimization
6. Other Attachments

O. Post Occupancy Review

1. The CxA will return to the site within the 12-month warranty period to address the following: review current building operations with facility staff and address outstanding issues related to the Owner's Project Requirements; Interview facility staff and identify problems or concerns with operating the building; Identify problems covered under warranty or under the original construction contract.
2. The CxA will make suggestions for improvements in the content of the O&M Manuals. Any required changes shall be made by the contractor responsible for that section.
3. The CxA shall assist facility staff in developing reports, documents, and requests for services to remedy outstanding problems.

P. Commissioning Final Report

1. The CxA shall provide a final report following the completion of all Functional Performance Testing. The report is to outline compliance and non-compliance to the construction documents, as well as identify concerns relative to future performance

3.7 GENERAL TESTING REQUIREMENTS

A. Prefunctional checklists are important to ensure that the equipment and systems are installed and operational. They ensure that functional performance testing (in-depth system checkout) may proceed without unnecessary delays. Each piece of equipment receives full Prefunctional checkout. The Prefunctional testing for a given system must be successfully completed prior to formal functional performance testing of equipment or subsystems of the given system. The Commissioning Authority shall complete the Pre-Functional checks in the field, with assistance from the installing Contractors (where necessary).

B. The installing contractors, under the direction of the CxA, shall perform Functional Performance Testing of systems and sub-system performance after Pre-Functional checks have been completed and all outstanding issues resolved.

C. The installing contractor will perform tests specified in Division 1 commissioning process activity Sections and other sections specifying testing procedures according to approved testing procedures.

1. Verify and test performance using actual conditions whenever possible.
2. Simulate conditions by imposing an artificial load when it is not practical to test under actual conditions. Set and document simulated conditions and methods of simulation. After test, return settings to normal operating conditions.
3. Alter set points when simulating conditions is not practical.

D. The CxA shall witness and document the results of all functional performance tests using the specific procedural forms developed for that purpose. Prior to testing, these forms are provided to the Contractors for review and comment.

E. Deficiencies/Non-Conformance

1. The CxA will record the results of the functional test on the test form. All deficiencies or non-conformance items shall be noted and reported to the Owner and Contractors on a standardized form.
2. Corrections of minor deficiencies identified may be made during the tests at the discretion of the CxA.
3. Every effort will be made to expedite the testing process and minimize unnecessary delays, while not compromising the integrity of the procedures.
4. As tests progress and a deficiency is identified, the CxA discusses the issue with the executing contractor.
5. When there is no dispute on the deficiency and the contractor accepts responsibility to correct it, the CxA documents the deficiency and the contractor's response and intentions or corrections. The CxA and contractor then proceed to another test or sequence. Once the contractor corrects the deficiency, the test is rescheduled and repeated in the anticipation of correct operation or function. If a deficiency is identified, the cost of retesting will be as per section 3.7.
6. When there is a dispute about a deficiency, regarding whether it is a deficiency or who is responsible, the CxA documents the deficiency and the contractor's response. The deficiency is then forwarded to parties assumed to be responsible for the deficiency. Resolutions are made at the lowest management level possible. Other parties are brought into the discussion as needed. Final interpretive authority is with the AE. Final acceptance authority is with the Owner and CxA. The CxA will then document the resolution process. Once the interpretation and resolution have been decided, the appropriate party corrects the deficiency. The CxA then reschedules the test as stated in the section above. Costs of retesting are as stated below in the applicable section.

F. Cost of Retesting

1. The cost for the contractor to retest a pre-functional inspection or functional test, if they are responsible for the deficiency, shall be theirs. If they are not responsible, any cost recovery for retesting costs shall be negotiated with the CM. The cost for reinspection due to pre-functional/functional test checklist incorrectly filled out shall be the responsibility of the Contractor.
2. For a deficiency identified, not related to any Prefunctional checklist or start-up fault, the following shall apply: The CxA will direct the retesting of the equipment

once at no “charge” to the CM for their time. However, the CxA’s and owner’s time for a second retest will be charged to the Contractor, who may choose to recover costs from the responsible subcontractor. Before retesting occurs, the Contractor will inspect the deficiency and respond to the CA that the issue has been addressed.

3. The time for the CxA and owner to direct any retesting required because a specific Prefunctional checklist or start-up test item, reported to have been successfully completed, but determined during functional testing to be faulty, will be back charged to the Contractor, who may choose to recover costs from the party responsible for misinformation or deficiency.
4. The contractor shall respond in writing to the CxA and owner at least as often as commissioning meetings are being scheduled concerning the status of each apparent outstanding discrepancy identified during commissioning. Discussion shall cover explanations of any disagreements and proposals for their resolution.
5. Any required retesting by any contractor shall not be considered a justified reason for a claim of delay or for a time extension by the Contractor or subcontractors.

G. Failure due to Manufacturer Defect

1. If 10% or three, whichever is greater, of identical pieces (size alone does not constitute a difference) of equipment fail to perform to the Contract Documents (mechanically or substantively) due to manufacturing defect, not allowing it to meet its submitted performance spec, all identical units may be considered unacceptable by the CM, CxA or Owner. In such case, the Contractor shall provide the Owner with the following.
2. Within one week of notification from the CM or Owner, the Contractor or manufacturer’s representative shall examine all other identical units making a record of the findings. The findings shall be provided to the CM or Owner within two weeks of the original notice.
3. Within two weeks of the original notification, the Contractor or manufacturer shall provide a signed and dated, written explanation of the problem, cause of failures, etc. and all proposed solutions which shall include full equipment submittals. The proposed solutions shall not significantly exceed the specification requirements of the original installation.
4. The CM, CxA, or Owner will determine whether a replacement of all identical units or a repair is acceptable.
5. Two examples of the proposed solution will be installed by the Contractor and the Contractor will be allowed to test the installations for up to one week, upon which the CxA or owner will decide whether to accept the solution.
6. Upon acceptance, the Contractor and/or manufacturer shall replace or repair all identical items, at their expense and extend the warranty accordingly, if the original equipment warranty had begun. The replacement/repair work shall proceed with reasonable speed beginning within one week from when parts can be obtained.

H. Approval

1. The CxA notes each satisfactorily demonstrated function on the test form. Formal approval of the functional test is made later after review by the CxA. The CxA recommends acceptance of each test to the Owner using a standard form.

I. Deferred Testing

1. Unforeseen Deferred Testing – If any check or test cannot be completed due to the building structure, required occupancy condition or other deficiency, execution of checklists and functional testing may be delayed upon approval of the Owner. These tests will be conducted in the same manner as the seasonal tests, as soon as possible. Services of necessary parties will be negotiated.
2. Seasonal Testing - During the warranty period, seasonal testing (tests delayed until weather conditions are closer to the system's design) shall be completed as part of this contract. The CxA shall coordinate this activity. Tests will be executed, documented and deficiencies corrected by the appropriate contractors, with facilities staff and the CxA witnessing. Any final adjustments to the O&M manuals and record documents due to seasonal testing will be made by the contractor.

## 3.8 SYSTEMS TO BE COMMISSIONED

A. Refer to individual specification sections for specific systems to be commissioned.

## 3.9 OPERATION AND MAINTENANCE MANUALS

A. The specific content and format requirements for the standard O&M manuals are detailed in Division 01. Special requirements for the controls contractor and TAB contractor are found in Division 23.

B. AE Contribution – The AE will include in the beginning of the O&M manuals a separate section describing the systems including the Basis of Design prepared by the AE. They will also provide Simplified professionally drawn single line system diagrams on 8 ½" x 11" or 11" x 17" sheets. These shall include (ex. chillers/hot water system(s), condenser water system, supply air systems, exhaust systems, etc.). These shall show major pieces of equipment such as (ex. pumps, chillers, heat exchangers, control valves, expansion tanks, coils, service valves, etc.).

C. CxA Review and Approval - Prior to substantial completion, the CxA shall review the O&M manuals, documentation and record documents for systems that were commissioned to verify compliance with the Specification*s.* The CxA will communicate deficiencies in the manuals to the CM, Owner or AE, as requested. Upon a successful review of the corrections, the CxA recommends approval and acceptance of these sections of the O&M manuals to the CM, Owner, or AE. The CxA also reviews each equipment warranty and verifies that all requirements to keep the warranty valid are clearly stated. This work does not supersede the AE's review of the O&M manuals according to the AE's contract.

## 3.10 TRAINING OF OWNER PERSONNEL

A. The Contractor shall be responsible for training coordination, scheduling and ultimately for ensuring that training is completed.

B. The CxA shall oversee the training of Owner's personnel for commissioned equipment and systems.

1. The CxA shall interview the Owner's staff to determine the special needs and areas where training will be most valuable. The Owner and CxA shall decide how rigorous the training should be for each piece of commissioned equipment. The CxA shall communicate the results to the CM and contractors. Who will in turn communicate to the subcontractors and vendors who also have training responsibilities.

2. In addition to these general requirements, the specific training requirements of Owner personnel by contractors, subcontractors and vendors is specified in the individual sections listed in Section 1.2 – SUMMARY.
3. Each Sub and vendor responsible for training will submit a written training plan to the CM and/or Contractor for review and approval prior to training. The CM and/or Contractor will submit one comprehensive training plan to the CxA and Owner.
4. The plan will be reviewed by the CxA and Owner. Comments pertaining to its deficiencies will be forwarded to the CM and Contractors. The training plan will be rewritten until approved by the CxA and Owner. The final approved training plan will cover the following elements:
    a. Equipment (included in training)
    b. Intended audience
    c. Location of training
    d. Objectives
    e. Subjects covered (description, duration of discussion, special methods, etc.)
    f. Duration of training on each subject
    g. Qualified instructor for each subject
    i. Instructor qualifications
    j. Methods (classroom lecture, video, site walk-through, actual operational demonstrations, written handouts, etc.)

5. For the primary HVAC equipment, the Controls Subcontractor shall provide a discussion of the control of the equipment during the mechanical or electrical training conducted by each subcontractor or vendor.
6. Training documentation shall include the following items:
    a. Copy of the training plan, including schedule, syllabus, and agenda.
    b. Copy of the Owner's Program Requirements.
    c. Copy of the Basis of Design.
    d. Compiled operations manuals.
    e. Compiled maintenance manuals.
    f. Completed manufacturer training manuals.
    g. Red-lined drawings.
    i. Other pertinent documents.

7. The CxA develops criteria for determining that the training was satisfactorily completed, including attending some of the training, etc. The CxA recommends approval of the training to the Owner using a standard form. The owner signs the approval form/letter template.
8. At one of the training sessions, the CxA presents a presentation discussing the use of the blank functional test forms for re-commissioning equipment
9. The mechanical design engineer shall at the first training session present the overall system design concept and the design concept of each equipment section. This presentation shall be one to two hours in length and include a review of mechanical systems using the simplified system schematics (one-line drawings).

## 3.11 REPORTING

A. The CxA will regularly communicate with all members of the commissioning team, keeping them apprised of commissioning progress and scheduling changes through, memos, progress reports, etc.

B. The CxA will maintain all commissioning documentation and log all commissioning-related issues in Facility Grid.

## 3.12 COMMISSIONING DOCUMENTATION

A. The CxA oversees and maintains the development of commissioning documentation. The commissioning documentation shall be housed in Facility Grid. The commissioning documentation shall include, but not be limited to, the following:

1. Plan for delivery and review of submittals, systems manuals, and other documents and reports.
2. Identification of installed systems, assemblies, equipment, and components including design changes that occurred during the construction phase.
3. Process and schedule for completing construction checklists and manufacturer's prestart and startup checklists for systems, assemblies, equipment, and components to be verified and tested.
4. Certificate of completion certifying that installation, prestart checks, and startup procedures have been completed.
5. Certificate of readiness certifying that systems, subsystems, equipment, and associated controls are ready for testing.
6. Test and inspection reports and certificates.
7. Corrective action documents.
8. Verification of testing, adjusting, and balancing reports.
9. Approved final test and balance report for the building being commissioned.
10. All accepted shop drawings of systems equipment. Shop drawings shall be full size sheets folded as required to fit in binders.
11. All pre-functional performance test checklists, signed by personnel performing and/or witnessing test, organized by system and sub-system.
12. All verification and functional performance test checklists/results, signed by personnel performing and/or witnessing test, organized by system and sub-system. This information may be used for calibrating the original energy simulation model. The revised model will be used to create the baseline for energy use in the building.
13. BMS trending review reports.
14. Current Facilities Requirements (CFR) and O&M Plan.
15. Systems manual.
16. Warranty Review.
17. Ongoing commissioning plan.

END OF SECTION 01 91 13

# GENERAL REQUIREMENTS

# FOR

# RENOVATE PLANT SCIENCE BUILDING – PHASE 2

**CORNELL UNIVERSITY**
**ITHACA, NEW YORK**

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# SECTION 01 11 00 SUMMARY OF WORK

## 1.0 GENERAL

## 1.1 DESCRIPTION

A. The Scope of the Work

1. The scope of the WORK in all SECTIONS of this Specification shall consist of the furnishing of all labor, materials, equipment and appliances and the performance of the Work required by the Contract Documents and/or by the conditions at the site, joining all parts of this Work with itself and the Work of others to form a complete, functioning entity.

2. Items not specifically mentioned in the Specifications or shown on the drawings, but which are inherently necessary to make a complete working installation, shall be included.

3. It is the intent and purpose of the Contract Documents to cover and include under each item all materials, machinery, apparatus, and labor necessary to properly install materials and equipment, adjust and put into perfect operation the respective portions of the installation specified and to so interconnect the various items or sections of the work as to form a complete and operating whole. Any equipment, apparatus, machinery, material and small items not mentioned in detail, and labor not hereinafter specifically mentioned, which may be found necessary to complete or perfect any portion of the installation in a substantial manner, and in compliance with the requirements stated, implied, or intended in the Contract Documents, shall be furnished without extra cost to the Owner. The Contractor shall provide the greatest quantity, highest quality, highest degree of safety, and most stringent material, equipment or Work. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written addendum to the Contract.

## 1.2 WORK UNDER OTHER CONTRACTS

A. The Contractor shall cooperate with other contracts performing related work, including providing labor, materials and other costs necessary to satisfactorily coordinate the Contract work with work performed under other contracts.

B. Concurrent / Future Work:

1. **AV Integrator**
2. **Building signage**
3. **Furnishing installation**
4. **IT work by Cornell University: see Division 27 Responsibility Matrix**
5. **Security work by Cornell University: see Division 28 Responsibility Matrix**

C. New York State Electric & Gas (NYSEG):

1. Contractor shall be responsible for the project management of NYSEG work including coordinating any scheduling associated with the Project.
2. Owner shall be responsible for the cost associated with the work to be performed by NYSEG. No NYSEG costs shall be carried in the Contractor's bid.

## 1.3 CONTRACT MILESTONES

**A. In advance of general demolition work, complete RODI "micro-phasing" work for "Purple" Greenhouse teaching lab and for 3rd floor research lab to remain in operation – see Plumbing drawings.**

**B. Complete electrical "micro-phasing" work for 2nd floor Lecture Hall in advance of general demolition.**

## 1.4 SCHEDULE OF OWNER FURNISHED ITEMS

A. Owner-Furnished products will include the following:

1. Owner-furnished room **and other** Signage. Contractor to notify the Owner of the intended installation date 4 weeks prior to the start of work **(Contractor-Installed)**.
2. Owner Furnished Contractor Installed Lab Equipment. Refer to the Equipment Matrix for the list of Equipment . **(Contractor-Installed)**
3. **Toilet Room accessories, see Section 10 28 13 (Contractor-Installed)**
4. **Pantry and Breakroom Appliances (Contractor-Installed)**
5. **IT equipment (selected): see Division 27 Responsibility Matrix**

6. **Security equipment (selected): see Division 28 Responsibility Matrix**

7. Coordinate with the Owner's Representative if any additional Owner-Furnished products will be incorporated into the work.

B. The Contractor shall receive, unload, store and install Owner furnished equipment as shown on the plans and called for in the Specifications.

C. Storage

1. Contractor shall lease or provide a warehouse facility to accommodate the delivery, unloading and storage of materials, for a duration deemed sufficient by the Contractor to provide materials to the site as needed for installation.

2. Upon written acknowledgment by Contractor of receipt in proper condition, the Contractor shall maintain responsibility for proper storage and protection of the equipment. Provide insurance for the Owner-furnished products up to the time of Final Acceptance by the Owner.

D. Receiving and Unloading

1. The Contractor shall be responsible for logging in, checking and verifying receipt of items and shall be responsible for confirming that the quantities and condition of the materials are appropriate for installation and the completion of the Work of the project.

2. The Contractor shall note any damage and/or short count on the Bill of Loading for any Owner Furnished Equipment received at the storage facility, such listing of damages or short count being required to establish the Owner's potential claim against the carrier. The Contractor shall also notify the Owner directly on any such damage and/or short count.

3. Unload Owner Furnished Equipment at the job site using necessary care and equipment as required to handle the equipment in a safe manner.

4. Use adequate numbers of skilled workers necessary to handle, receive and install Owner Furnished Equipment.

5. Install Owner Furnished Equipment as called for in the Drawings or in these Specifications.

E. Installation

1. Install products in conformance with manufacturer's installation instructions.

2. Provide interconnecting structures, equipment, piping, electrical and instrumentation work, finish painting, and appurtenances to achieve a complete and functional system.

F. Use of Materials

1. The Contractor shall be responsible for the use of Owner provide materials in an efficient manner in accordance with industry standards and best practices to reduce waste materials.

## 1.5 GEOTECHNICAL DATA

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

B. Soil-boring data for Project, obtained by ***Not applicable***, is available for viewing as appended to this Document.

C. A geotechnical investigation report for Project, prepared by ***Not Applicable***, is available for viewing as appended to this Document.

## 2.0 PRODUCTS – NOT USED

## 3.0 EXECUTION – NOT USED

*****END OF SECTION 01 11 00*****

# SECTION 01 14 00 WORK RESTRICTIONS

## 1.0 GENERAL

## 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 CONTRACTOR USE OF PREMISES

A. All traffic and pedestrian control measures shall be compliant with the **National Manual on Uniform Traffic Control Devices for Streets and Highways** (MUTCD) and **17 NYCRR Chapter V** (New York Supplement), (https://www.dot.ny.gov/mutcd) and all other local laws and regulations.

B. The Contractor shall carry on the Work in the manner which will cause the least interruption to pedestrian and vehicular traffic and permit access of emergency vehicles at all times.

C. The Work shall be scheduled and performed in such a manner that at least one lane of traffic will be maintained on all public streets. Two flag persons, equipped with radio communication devices, must be provided for any activity blocking a traffic lane. One lane of traffic must be maintained at all times. Where traffic must cross open trenches, the Contractor shall provide suitable bridges and railings; including pedestrian bridges.

D. The Contractor shall maintain 20’ minimum fire lane access to all facilities in the area.

E. The Contractor shall post and maintain flag persons and suitable signs indicating that construction operations are under way and other warning signs as may be required.

F. The Contractor shall safeguard the use by the public and Owner of all adjacent highways, roadways and footpaths, outside the Contract Limit Lines (work area), and shall conform to all laws and regulations concerning the use thereof, especially limitations on traffic and the movement of heavy equipment. Access to the site for delivery of construction materials and/or equipment shall be made only at the locations shown in the Contract Documents or approved by the Owner’s Representative.

G. The Contractor shall make every effort to keep dirt and debris from making its way to roadways. The Contractor shall immediately remove dirt and debris which may collect on permanent roadways due to the Work.

H. The Contractor shall limit the extent of its activities to that area of the site defined on the Contract Drawings as being within the Contract Limit Lines.

I. For that portion of the Work required under this Contract which must be performed in other than the defined areas both on-site and off, including operations involving delivery and removal of materials, the Contractor shall schedule and coordinate its activities through the Owner's Representative, to meet the approval of the Owner and minimize disruption of the normal scheduled activities of the occupants of adjacent spaces.

J. It is the Owner's expectation that the Contractor will take protective measures to minimize damage caused by construction activities including, but not limited to, the use of personnel lifts, material handling equipment, on-site material storage, etc. All portions of the site, including the staging area and those areas affected by the work, shall be returned to their original condition after completion of Work. Such repair work shall include lawn restoration and reseeding, if required, and shall be included in the Contractor's Guarantee of Work.

K. Routes to and from the location of the Work shall be as indicated in the Contract or as directed by the Owner's Representative. Temporary roadways shall be closed only with prior approval of the Owner's Representative.

L. Parking may be made available for staging at Palm Road or other pre-determined area for the duration of the project. All vehicles at Palm Road must be registered with Transportation Services. Due to ongoing work at the Palm Road lot, parking may be limited.
If staging space is needed, a request should be submitted to the Cornell Project Manager (Davies Orinda, doo4@cornell.edu). The Contractor will be responsible for securing and maintaining the designated area. All contractor trailers or storage containers located in the Palm Road staging area will need to file for a building permit with the Town of Ithaca. If the trailer/container is there longer than 180 days, the trailer/container will need to meet the code requirements of a permanent structure. In short, the trailer/container will need a means of egress (that can be operated from the inside) and a fire extinguisher. The contractor will also need to file for a demolition permit when the trailer/container is removed.

## 1.3 UNIVERSITY CLOSURES

A. In the event of University closure, the Contractor should use their judgement, follow their internal guidance on continuity of operations, and the direction of law enforcement, as to whether or not they will maintain operations on construction sites on campus. They should make this decision with the awareness that Cornell response to any project needs (shutdowns, emergencies) will not possible and the maintenance of roads and walks will not be to normal operating standards.

B. With your safety as a top priority, the Cornell University Police allows you the ability to take advantage of our Emergency Mass Notification System that enables your cellphone to become a personal safety device for you. Contractor's wishing to participate may text the following: CornellAlert to **67283** and you will be set up to receive alert messages. Be advised that you may stop receiving messages at any time by sending "stop" to CornellAlert. There will also be a system generated "stop" every year on August 1st at which point you will need to send the text CornellAlert to re-enlist.

## 1.4 WATER USE RESTRICTION

A. The Contractor shall adhere to any University issued Water Use Restrictions in place at the time of construction.

## 1.5 PARKING

A. The Owner may designate an area for parking of essential Contractor vehicles on the project site.

B. The Contractor shall make all arrangements, and bear the cost, for transportation of all trade persons from the designated parking area to the construction site as necessary.

C. It should be noted that there is a fee for all parking on the Cornell University campus. The Contractor is responsible for the payment for all parking costs imposed by the Owner. The Contractor should contact the Cornell University Project Manager (Davies O. Orinda, doo4@cornell.edu) for additional information. The Contractor will be required to complete a "New Construction Employee Form" for each permit requested. This form may be found at http://finance.fs.cornell.edu/contracts/forms/contractors.cfm.

D. Contractor shall cooperate with Transportation Services and/or other authorities having jurisdiction, as follows:

1. Ensure parking by all employees of the Contractor, subcontractors, material suppliers, and others connected with this project only within construction fence or the designated parking area.

2. Prohibit employees from parking in any other areas, roads, streets, grounds, etc.

3. Discharge any employee refusing to comply with these requirements.

4. Ensure proper transportation of personnel between the designated parking area and the construction site.

E. The Contractor shall remove from the parking area and staging area all temporary trailers, rubbish, unused materials, and other materials belonging to the Contractor or used under the Contractor's direction during construction or impairing the use or appearance of the property and shall restore such areas affected by the work to their original condition, and, in the event of its failure to do so, the same shall be removed by the Owner at the expense of the Contractor, and the Contractor shall be liable therefore.

## 1.6 CHANGEOVERS AND CONTINUITY OF SERVICES

A. Make all changeovers, tie-ins and removals, etc., of any part of the Work that would affect the continuity of operation of the adjacent services at approved times that will not interfere with the Owner's operations. Secure approval of Owner before proceeding.

B. Make all necessary temporary connections required to permit operation of the building services and/or equipment. Remove the connections after need has ceased.

C. The Contractor may be permitted to make changeovers during normal working hours at the Owner's discretion. Should the Contractor perform this Work outside of normal working hours, no extra payment will be made for resulting overtime expenses.

D. When connecting new facilities do not shut off any existing Mechanical/Electrical facilities or services without prior written approval of Owner's Representative.

E. The Contractor shall not, except in an emergency condition, shutdown any utility without the express permission of the Owner's Representative. Major, affecting life safety or outside contract limit lines, shutdowns of utilities will be performed by Cornell University to enable Contractor to perform required work. Major shutdowns shall be defined as those affecting life safety or which are outside the project site limits.

F. Maintain domestic water and firewater in service at all times. No service may be out for more than twenty-four (24) hours. Maintain firewater flow capability (hose, if necessary) to all buildings and coordinate with Cornell Utilities, Cornell Environmental Health and Safety (EH&S), and City of Ithaca Fire Department.

G. All shutdowns to be scheduled a minimum of seven (7) calendar days in advance and requests shall be submitted via ePM system to the Owner's Representative.

H. IN THE EVENT OF AN EMERGENCY WHERE THE OWNER'S REPRESENTATIVE IS NOT AVAILABLE, THE CONTRACTOR SHALL DIAL 911 IMMEDIATELY.

## 1.7 OBSTACLES, INTERFERENCE AND COORDINATION

A. General

1. Plans show general design arrangement. Install work substantially as indicated and verify exact location and elevations; DO NOT SCALE PLANS.

2. Due to small scale of Drawings, it is not possible to indicate all offsets, fittings, changes in elevations, interferences, etc. Make necessary changes in the Work, equipment locations, etc., after notification to the Owner's Representative and Architect. Obtain approval from same, as part of Contract, to accommodate work to obstacles and interferences encountered.

3. Obtain written approval for all major changes before installing. If requested, submit drawings, detailing all such deviations or changes.

4. Exposed to view mechanical units, ductwork, conduit, pipes or other building equipment are essential parts of the artistic effect of the building design and shall be installed in locations as shown on the drawings. Conformance to given dimensions and alignments with the structural system, walls, openings, indicated centerlines are a requirement of the Contract and the Contractor shall familiarize himself with the critical nature of proper placement of these items. The Contractor shall notify the Architect of conflicts which would cause such equipment to be installed in locations other than as indicated on the Drawings. The Contractor shall not proceed with the installation of exposed to view mechanical units, ductwork, conduit, pipes, etc. until all conflicts have been identified by the Contractor and resolutions to conflicts approved by the Architect.

B. Interference

1. Install work so that all items are operable and serviceable and avoid interfering with removal of rails, filters, belt guards and/or operation of doors, etc. Provide easy and safe access to valves, controllers, motor starters and other equipment requiring frequent attention.

## 1.8 EQUIPMENT ARRANGEMENTS

A. Since all equipment of equal capacity is not necessarily of same arrangement, size of construction, these Plans are prepared on basis of one manufacturer as "basis-of-design equipment", even though other manufacturers' names are mentioned.

B. If Contractor elects to use specified equipment other than "design equipment" which differs in arrangement, size, etc., the Contractor does so subject to following conditions:

1. Submit detailed drawings indicating proposed installations of equipment and showing maintenance and service space required.

2. If revised arrangement meets approval, make all required changes in the work of all trades, including but not limited to louvers, panels, structural supports, pads, etc. at no increase in Contract. Provide larger motors and any additional control devices, valves, fittings and other miscellaneous equipment required for proper operation of revised layout, and assumes responsibility for proper location of roughing in and connections by other trades.

3. If revised arrangement does not meet approval because of increase in pressure loss, possibility of increase in noise, lack of space or headroom, insufficient clearance for removal of parts, or for any other reason, provide equipment which conforms to Contract Drawings and Specifications.

## 1.9 EXISTING EQUIPMENT, MATERIALS, FIXTURES, ETC.

A. Where existing equipment, piping, fittings, etc. are to be removed, Contractor shall submit complete list to Owner. All items that Owner wishes to retain shall be carefully removed and salvaged and delivered to building storage where directed by Owner. Items that Owner does not wish to retain shall be removed from the site and legally disposed.

## 1.10 EXAMINATION OF PREMISES, DRAWINGS, ETC.

A. Before Submitting Proposal

1. Examine all Drawings and Specifications relating to Work of all trades to determine scope and relation to other work.

2. Examine all existing conditions affecting compliance with Plans and Specifications, by visiting site and/or building.

3. Ascertain access to site, available storage and delivery facilities.

B. Before Commencing Work on Any Phase or in any Area

1. Verify all governing dimensions at site and/or building.

2. Inspect all adjacent work.

**3.** All work is to be conducted in such a manner as to cause a minimum degree of interference with the Campus' operation and academic schedule. Prior to the commencement of each phase, submit Shutdown / Demo action plans that clearly describe the steps required to safely shut down utilities, systems and infrastructure that are within the work area (or effecting the work area); and those outside the work area and within approximately 25 feet of the work area limits, as approved by the Owner. The Shutdown / Demo action plan shall identify the shut off point(s) for each utility, system and infrastructure as well as the secondary shut off point(s) to account if the primary points fail or are otherwise inaccessible. To identify shutoff points, trace each utility, system and infrastructure in the presence of the campus representative from the work area to the shutoff points and place clear label on same indicating what the shutoff point is and what it effects and whether it is the primary or secondary shut off. The Shutdown / Demo action plan shall describe the shutdown procedure, identify tools and material required for shutdown, sequence of activities required for proper shutdown, the name of the person(s) or trade(s) deemed competent to perform each activity in the shutdown sequence and names and telephone numbers of the campus staff required to provide access to shut off points, assist in the shut off or perform portions of the shutdown activities. Additionally, the plan will address the Contractor's plan for maintaining MEP to adjacent occupied areas, inclusive of planned tie-in points for any and all necessary, temporary infrastructure, alarming, monitoring etc. Submit the Shutdown / Demo action plan for review and approval at least two weeks prior to field work in the work area. Field work shall not begin until the Shutdown / Demo action plan is reviewed. Contractor is to assign and include a competent crew, knowledgeable of each unique system involved (i.e. Mechanic, Electrician, Sheet metal, Plumber, Controls, IT, etc.). Field investigation is to include any and all necessary ladders, scaffold, temp lighting, cutting tools, photos, labels, PPE, etc. needed to properly locate, access and label shut off points. The University is explicitly requesting heightened awareness and an earnest mitigation of impact. This requirement supplements all other contractual obligations, and requires the dedication of *no less than* an aggregate **40 hours.**

C. Tender of Proposal Confirms Agreement

1. All items and conditions referred to herein and/or indicated on accompanying Drawings.

2. No consideration, additional monies or time extensions will be granted for alleged misunderstanding.

D. Existing or Archived Drawings

1. Existing or Archived drawings of impacted buildings are appended in electronic format only for reference and informational purposes. These historic drawings are not to be considered contract drawings and are provided "FOR INFORMATION ONLY". The

Owner makes no representation as to the accuracy of the drawings as representing current conditions.

## 1.11 STAND DOWN DATES

A. Strict and effective enforcement by Contractor's management and supervision of the following dates and hours is required.

1. **Stand-Down Dates** (No construction work and no deliveries on site):

**a.** Commencement Weekend

i. Saturday, May 23, 2026
ii. Sunday, May 24, 2026
iii. Saturday, May 22, 2027
iv. Sunday, May 23, 2027
v. Saturday, May 21, 2028
vi. Sunday, May 22, 2028

b. Reunion Weekend

i. Thursday, June 4, 2026
ii. Friday, June 5, 2026
iii. Saturday, June 6, 2026
iv. Sunday, June 7, 2026
v. Thursday, June 3, 2027
vi. Friday, June 4, 2027
vii. Saturday, June 5, 2027
viii. Sunday, June 6, 2027
ix. Thursday, June 2, 2028
x. Friday, June 3, 2028
xi. Saturday, June 4, 2028
xii. Sunday, June 5, 2028

2. **Restricted Work Dates** (delivery & demolition restrictions but otherwise work as usual):

a. Friday, May 22, 2026. Commencement weekend- deliveries and work outside fence stop at noon

b. Thursday - Friday June 4 - 5, 2026. Reunion guest arrivals- no work outside fence; no demo or utility work inside fence

c. Friday, June 5, 2026. Reunion weekend- deliveries and work outside fence stop at noon

d. Friday, May 21, 2027. Commencement weekend- deliveries and work outside fence stop at noon

e. Thursday - Friday June 3 - 4, 2027. Reunion guest arrivals- no work outside fence; no demo or utility work inside fence

f. Friday, June 4, 2027. Reunion weekend- deliveries and work outside fence stop at noon

g. Friday, May 20, 2028. Commencement weekend- deliveries and work outside fence stop at noon

h. Thursday - Friday June 2 - 3, 2028. Reunion guest arrivals- no work outside fence; no demo or utility work inside fence

i. Friday, June 3, 2028. Reunion weekend- deliveries and work outside fence stop at noonThursday, Friday June 5 - 6, 2025 Reunion guest arrivals- no work outside fence; no demo or utility work inside fence

j. Friday, June 6, 2025. Reunion weekend- deliveries and work outside fence stop at noon

3. **Courses Study Time & Final Exams:** * See below. While future dates are unknown at this point, the Contractor shall assume these general timeframes for the duration of the project.

a. December 11 - December 19, 2026
b. May 9 - May 16, 2027
c. December 10 - December 18, 2027
d. May 8 - May 15, 2028
e. December 09 - December 17, 2028
f. May 7 - May 14, 2029

* Contractor shall assume that the "Study Time and Final Exam" periods are accurate for the University, but that the Owner has specific exam times falling within these periods. Contractor should assume **80 hours** wherein a no noise restriction applies to be used at the discretion of the Owner but falling within the "Study Time and Final Exam" Periods noted above. Specifically, this means that absolutely no construction noise may be transmitted by virtue of this project to the lecture halls, tutorial rooms, classrooms, library, etc. during the to-be-determined **80-hour** period. The Owner will provide information relative to the specific times and locations no less than two weeks in advance of scheduled exams at the Contractor's request. The **80 hours** are to be included with no right to claim for additional cost or time or delays to construction schedule.

## 1.12 WORKING HOURS

A. Normal work hours are **6AM-dusk** Monday-Saturday except during above noted restrictions. This means that Contractor shall not permit any noise generating activities that could disturb campus occupants or residents to take place outside of these hours. Should any conditions necessitate work to extend beyond these hours – Contractor may submit a detailed request with reasonable advance notice to Cornell. Cornell (at its sole discretion) may issue a written relaxation of the above but Contractor is advised never to assume that it will be granted.

B. During Construction periods, no work shall take place prior to 9AM in a Residence Hall, Fraternity, Co-Op, Sorority, or any type of Housing Unit. Residence Halls require 72 hours notification to the Student & Academic Services representative prior to entering a Residence Hall or Student Room. This does not apply to Fraternity, Co-Op or Sorority House which require 24 hours notification to the Facilities Manager.

C. Contractor shall be responsible to complete and submit a Dispensation of Hours to the Department of Labor for overtime or extended hours desired to be worked on the project as needed.

## 2.0 PRODUCTS – NOT USED

## 3.0 EXECUTION – NOT USED

*****END OF SECTION 01 14 00*****

# SECTION 01 32 33 PHOTOGRAPHIC DOCUMENTATION

## 1.0 GENERAL

## 1.1 DESCRIPTION

A. The Contractor shall provide existing condition photographs taken before commencement of Work, progress photographs taken periodically during progress of the Work, and final photographs upon completion and full occupancy of the building.

## 1.2 SUBMITTALS

A. Progress Submittals

1. Key Plan: Submit key plan of Project area and building with notation of vantage points marked for location and direction of each photograph.

2. Submit digital photograph electronic files, organizationally filed by week, to E-Builder within five (5) days of taking photographs.

3. Each photograph shall be identified with project title, date, and a description of the view.

## 2.0 PRODUCTS – NOT USED

## 3.0 EXECUTION

## 3.1 EXISTING CONDITION PHOTOGRAPHS

A. Before commencement of selective demolition, take photographs of Project area and surrounding areas, including existing items to remain during construction.

## 3.2 PROGRESS PHOTOGRAPHS

A. Photographs shall be taken weekly in a manner which completely documents the work.

B. The photographs shall be submitted to the Owner at the end of the first week for review.

C. Provide photographs of any wall, ceiling or floor assembly containing MEP, A/V or any infrastructure that will thereafter become concealed-prior to closure. Note location on Key Plan.

## 3.3 FINAL COMPLETION PHOTOGRAPHS

A. Photographs shall be taken in a manner which completely documents the completed work, for submission as project record documents.

*****END OF SECTION 01 32 33*****

# SECTION 01 35 29 GENERAL HEALTH & SAFETY

## 1.0 GENERAL

## 1.1 DESCRIPTION

A. This Section provides requirements for general health and safety during the project. The requirements of this Section shall apply to both Contractor and all tiers of sub-contractors involved in the project.

1. General Emergency Information – It is recommended that both Contractor and all sub-tiers:

   a. Sign up for Cornell Emergency Alerts. The instructions can be found at (use the visitors section): https://emergency.cornell.edu/alert/

   b. Signup for Tompkins County Emergency alerts at: https://www2.tompkinscountyny.gov/doer/swift911alerts

   c. Cornell EHS has brief guidance on some emergency scenarios at: https://emergency.cornell.edu/eag/

B. In addition to the requirements of this Section, all laws and regulations by applicable local, state, and federal agencies shall apply to the work of this contract. In some cases the requirements of these Specifications may by intention exceed such legal requirements, but in no case shall this Specification be interpreted or understood to reduce or eliminate such requirements.

## 1.2 CONTRACTOR'S PROJECT SITE SPECIFIC PLAN

A. Contractors are required to submit a Project Site Specific Plan (PSSP) for review by Cornell University representatives before commencement of work on the site. The PSSP should address site specific information, controls and or requirements as it relates to the entire scope of work for the project. All contractors shall use the Project Site Specific Plan Template below to develop their Project's PSSP. The template may be downloaded at:

https://ehs.cornell.edu/campus-health-safety/occupational-safety/contractor-safety

1. Within the PSSP Template are example(s) to use as reference. The provided examples demonstrate Cornell University's expectations for providing detailed site specific information, controls and requirements.

2. Project Site Specific Plan's that inadequately address site specific operations will be returned with comments for resubmission. Failure to submit a PSSP may result in delay of project and/or denial of the payment.

3. All projects must have the PSSP submitted via e-Builder for review and comment.

B. PSSP submittal should be submitted a minimum of ten (10) days prior to the commencement of work on site. The Contractor may opt to submit their PSSP in phases. The Contractor must submit a phase submission plan using the PSSP Submission table included in the PSSP template for approval by Owner's Representative with initial submission. Submit remaining phases no later than ten (10) days prior to the start of a new, predetermined project phase or milestone.

1. Projects having less than a ten (10) day turn-around shall coordinate their submittal with the Owner's Representative, who should coordinate with Occupational Health, Safety and Injury Prevention (OHSIP), the University Fire Marshall's Office and Contract College's Codes Enforcement Official, if applicable.

C. The Contractor is responsible for its employees and its subcontractors. Subcontractors are required to submit their PSSP to the General Contractor. The General Contractor is responsible to ensure all subcontractor(s) PSSP's are adequate per their scope of work.

D. The General Contractor is required to ensure their project's PSSP is accurately maintained throughout the duration of the contract. Resubmission is required for any new scope elements not previously addressed by the Contractor's original PSSP.

E. Definitions:

1. Project Site Specific Plan (PSSP): A structured document that details the scope of the contract work and related site specific controls, requirements and information for University and Contractor personnel. This document is not intended to be all inclusive of all applicable local, state and federal laws and regulations for which the General Contractor and its Subcontractor(s) are expected to comply.

2. Authority Having Jurisdiction (AHJ):

- The organization, office or individual responsible for approving equipment, an installation or a procedure (NYS Fire Code).

- The local government, county government or state agency responsible for the administration and enforcement of an applicable regulation or law (NYS Building Code-§202.2).

3. Occupational Health, Safety and Injury Prevention (OHSIP): A division of Cornell University's Environmental Safety and Health Department. The OHSIP division can be contacted at (607)-255-8200 or by email at askEHS@cornell.edu

4. SME: The University's subject matter expert.

## 1.3 AERIAL WORK PLATFORMS

A. The preferred method for Aerial Work Platforms (AWPs) boom storage is fully retracted and fully lowered to the ground.

B. In some circumstances booms may need to be stored in the air because of vandalism concerns, minimal size of storage location, etc.

1. If this is case, the area under the elevated boom must be blocked or arranged such that prevents people from walking, standing, working or parking vehicles underneath.

2. When booms are stored in the air consult the extended weather forecast. Booms should not be stored in the air during predicted high winds, or severe storms. AWPs become unstable at winds or gusts greater than 25 mph and must be fully lowered to prevent a tip-over.

## 1.4 ASBESTOS

A. All products provided for use in construction at Cornell University are to be free of asbestos. At Substantial Completion, prior to beneficial service, the Contractor shall provide a signed certification form "Exhibit AC" stating that all Contractor supplied & installed products are 100% asbestos free. The Contractor has to attach applicable Safety Data Sheets/ Material Safety Data Sheets for each product documenting a 100% asbestos free status. The University may provide random testing of products for asbestos content. Any Contractor installed product found to contain asbestos shall be classified as defective work. Defective work shall be corrected by the Contractor as specified in the General Conditions.

B. Attached for the Contractor's information are asbestos reports which represent samples taken within the building.

C. Removal and disposal of asbestos containing material shall be performed by the Contractor in accordance with Division 2 specifications.

## 1.5 LEAD

A. Building may contain lead based paint. The Contractor shall protect workers in accordance with OSHA regulations. The Contractor selects the means and/or methods to address the presence of lead based paint, and must concurrently protect its workers based on the Contractor's means and/or methods. The Contractor is required to submit a lead plan that is site specific, indicating that the protective measures the Contractor proposes meet the OSHA standard 1926.62 "Lead in Construction Standards". This site specific plan should address the particular methods the Contractor intends to protect its workers, the building occupants and the building structure based on its selection of addressing the presence of lead based paint.

## 1.6 MERCURY COLLECTION

**A.** Building may contain mercury. Mercury is a metal that is liquid at room temperature and is toxic to humans and the environment. Mercury can accumulate under laboratory benches and especially in the pipes in old laboratories. Dismantling old fixtures with care can prevent unnecessary spills. The Contractor shall protect workers in accordance with OSHA regulations. Mercury is regulated by OSHA and the EPA. If encountered, mercury shall be collected safely utilizing proper measures to prevent exposure and must be turned over to Cornell Environmental Health & Safety for disposal. **In the event of a spill, leave and secure the area, call Cornell Dispatch 255-1111 and request the campus Spill Response Team.**

## 1.7 ANIMAL USE FACILITIES-HAZARD COMMUNICATION

A. Certain facilities at Cornell may be used for research, testing or teaching with animals. Some individuals may be at greater risk for health symptoms and effects from direct or indirect exposure to animals. Individuals with medical conditions such as immunocompromised health status, allergies, pregnancy or anticipated pregnancy may be at greater risk. It is the responsibility of the Contractor to inform their employees of associated potential risks and take appropriate action with respect to their health and safety. Questions regarding the presence of animals in a specific facility may be directed to the Owner's Representative or Facility Manager.

## 1.8 SITE VISITS

A. The undertaking of periodic Site Visits by Architects, Engineers or the Owner shall not be construed as supervision of actual construction, or make them responsible for the safety of any persons; or make them responsible for means, methods, techniques, sequences or procedures of construction selected by the Contractor or its Subcontractors; or make them responsible for safety programs and precautions incident to the Work, or for the safe access, visit, use, Work, travel or occupancy of any person.

## 1.9 CONFINED SPACE

A. The Contractor shall be responsible for the identification of confined space in accordance with OSHA requirements.

## 2.0 PRODUCTS – NOT USED

## 3.0 EXECUTION – NOT USED

*****END OF SECTION 01 35 29*****

Cornell University

Distribution to:

| | |
|---|---|
| OWNER | ☐ |
| ARCHITECT | ☐ |
| CONTRACTOR | ☐ |
| FIELD | ☐ |
| OTHER | ☐ |

**CONTRACTOR'S CERTIFICATION OF ASBESTOS FREE MATERIALS**
(Exhibit AC)

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PROJECT:

CONTRACT NUMBER:

CONTRACT FOR:

CONTRACT DATE:

DATE OF ISSUANCE:

TO OWNER: *(Name & Address)*
CORNELL UNIVERSITY
Facilities Contracts
121 Humphreys Service Building
Ithaca, New York 14853

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The undersigned hereby certifies that all materials and equipment furnished for or installed in connection with all work, labor, and services provided with respect to the performance of the Contract referenced above shall be free of asbestos and any asbestos containing material. The undersigned shall provide any and all documents supporting such certification which may reasonably be required the Owner, including where applicable Safety Data Sheets and/or Material Safety Data Sheets.

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Material Safety Data Sheets

CONTRACTOR:
*(Name & Address)*

BY: _____
*(Signature of authorized representative)*

NAME: _____
*(Printed name)*

TITLE: _____

State of: _____)
)SS.
County of: _____)

Subscribed and sworn to before me this

_____ Day of _____ 20_____

_____

# SECTION 01 35 43 GENERAL ENVIRONMENTAL REQUIREMENTS

## 1.0 GENERAL

## 1.1 DESCRIPTION

A. This Section and the listed Related Sections provides minimum requirements for the protection of the environment during the project. The requirements of this Section shall apply to both Contractor and all tiers of sub-contractors involved in the project.

B. In addition to the requirements of this Section and the listed Related Sections, all laws and regulations by applicable local, state, and federal agencies shall apply to the work of this contract. In some cases the requirements of these Specifications may by intention exceed such legal requirements, but in no case shall this Specification be interpreted or understood to reduce or eliminate such requirements.

C. Prior to bidding, review the entire Bidding Documents and report in writing to the Owner's Representative any error, inconsistency, or omission that may have environmental impacts.

## 1.2 RELATED SECTIONS

A. Section 01 35 44 – Spill Control

B. Section 01 35 45 – Refrigerant Compliance

C. Section 01 57 13 – Soil Erosion and Sediment Control

D. Section 01 57 23 – Storm Water Pollution Prevention Plan

## 1.3 SUBMITTALS

A. Submit the following in accordance with Section 01 33 00 – Submittals:

1. Analytical laboratory sample results and material Certifications for all imported soil and granular materials ("borrow").

2. Contractor's Waste Material Disposal Plan.

3. Weight tickets from the Borrow Material Supplier.

4. Proposed methods for dewatering and construction water management.

5. Analytical laboratory sample results for all waste materials.

6. Copies of manifests for all waste materials disposed of off-site.

## 1.4 JOB SITE ADMINISTRATION

A. In accordance with Article 2 of the General Conditions, provide a competent supervisory representative with full authority to act for the Contractor at the site.

B. If at any time operations under the representative's supervision do not comply with this Section, or the representative is otherwise unsatisfactory to the Owner, replace, if requested by the Owner, said representative with another representative satisfactory to the Owner. There shall be no change in superintendent without the Owner's approval.

C. Remove from the Work any employee of the Contractor or any Subcontractor when so directed by the Owner. The Owner may request the removal of any employee who does not comply with these specifications.

## 1.5 CLEARING, SITE PREPARATION AND SITE USE

A. In accordance with Section 01 14 00, only that portion of the working area that is absolutely necessary and essential for the work shall be cleared for construction. All clearing should be approved and performed to provide minimum practical exposure of soils.

B. The Contractor shall make every effort to avoid the destruction of plants, trees, shrubs and lawns outside the area of construction so as not to unduly disturb the ecological or environmental quality of the area.

C. Topsoil excavated as part of the Project, which can be reused as part of the Project, shall be stockpiled for future use and temporarily stabilized to prevent erosion.

## 1.6 SPOIL AND BORROW

A. Spoil

1. Dispose of excavated material which, in the opinion of the Owner's Representative, is unfit to be used as backfill or embankment or which is in excess of the amount required under the Contract.

2. All spoil areas shall be graded and seeded to match the surrounding area.

3. Spoil areas shall be covered and protected from erosion into adjacent storm sewers, drainage ways, land areas, or water bodies.

B. Borrow Material

1. Borrow material shall be provided from a clean source. Submittals of proposed borrow material shall be reviewed by the Owner prior to delivery on-site. Submittals shall include the quantity of materials, source location and certification by the material supplier that it is free of chemicals or other foreign matter.

## 1.7 NOISE AND VIBRATION

A. Limit and control the nature and extent of activities at all times to minimize the effects of noise and vibrations. Take adequate measures for keeping noise levels, as produced by construction related equipment, to safe and tolerable limits as set forth by the Occupational Safety and Health Administration (OSHA), the New York State Industrial Code Guidelines and Ordinances and all City, Town and Local ordinances. Equip all construction equipment presenting a potential noise nuisance with noise-muffling devices adequate to meet these requirements

## 1.8 DUST CONTROL

A. Take adequate measures for controlling dust produced by drilling, excavation, backfilling, loading, saw cutting or other means. The use of calcium chloride or petroleum-based materials for dust control is prohibited. Dust control measures are required throughout the duration of construction.

B. If, in the opinion of the Owner's Representative, the Contractor is not adequately controlling dust, the Owner will first notify the Contractor. If the Contractor does not take adequate actions necessary, the Owner may, at the Contractor's expense, employ alternative means to control dust.

C. Erect, maintain, and remove when appropriate barriers or other devices, including mechanical ventilation systems, as required by the conditions of the work for the protection of users of the project area, the protection of the work being done, or the containment of dust and debris. All such barriers or devices shall be provided in conformance with all applicable codes, laws, and regulations including OSHA.

## 1.9 PROTECTION OF THE ENVIRONMENT

A. Construction procedures observed by the Contractor, its subcontractors and other employees shall include protection of the environment, in accordance with all pertinent Cornell standards, policies, local laws, executive orders, ordinances, and federal and state regulations. Construction procedures that are prohibited in the undertaking of work associated with this Contract include, but are not limited to:

1. Dumping of spoil material or any liquid or solid pollutant into any storm or sanitary sewer, drainage way, stream sewer, any wetlands (as defined by federal and state regulations), any surface waters, or at unspecified locations.

2. Indiscriminate, arbitrary, or capricious operation of equipment in any stream corridors, any wetlands, or any surface waters.

3. Pumping of any silt-laden water from trenches or other excavations into any storm sewers, sanitary sewers, drainage ways, wetlands, or surface waters.

4. Damaging vegetation beyond the extent necessary for construction of the facilities.

5. Disposal of trees, brush, and other debris in any location on University property, unless such areas are specifically identified on the drawing or in the specifications or specifically approved by the Owner's site representative.

6. Permanent or unspecified alteration of the flow line of a stream.

7. Burning trash, project debris, or waste materials.

B. Take all necessary precautions to prevent silt or waste of any kind from entering any drainage or waterways or downstream properties as a result of the Work.

C. Runoff of potable water used for concrete curing or concrete truck or chute cleaning operations shall not be allowed to reach the storm water system or open water due to the levels of residual chlorine (New York State water quality standards, 6 NYCRR Part 703.5) and other potential contaminants. If necessary, obtain permission from the local sewer authority and collect and pump the runoff to the sanitary sewer.

D. Limit the nature and extent of any activities that could result in the release or discharge of pollutants. Report any such release or discharge immediately to the Owner's Representative and clean up spills immediately, as detailed in Section 01 35 44 – Spill Control Procedures.

## 1.10 TEMPORARY RE-ROUTING OF PIPING AND DUCTWORK

A. Obtain approval from the Owner's Representative prior to any temporary re-routing of piping and exhaust ductwork necessary for the completion of the Work. Submit re-routing plans to the Owner's Representative in writing.

The following shall require approval of the Owner:

1. Temporary storm, sanitary or water line connections.

2. Temporary exhaust ductwork connections where such connections may impact air emissions.

B. Instruct all personnel to observe extreme caution when working in the vicinity of mechanical equipment and piping. Personnel shall not operate or tamper with any existing valves, switches, or other devices or equipment without prior approval by the Owner's Representative.

## 1.11 HAZARDOUS OR TOXIC MATERIALS

A. Inform officers, employees, agents, contractors, subcontractors at every tier, and any other party which may come into contact with any hazardous or toxic materials as a result of its performance hereunder of the nature of such materials, and any health and safety or environmental risks associated therewith.

B. Do not use hazardous or toxic materials in a manner that will violate Cornell University Policies or any state, federal, or municipal environmental health and safety regulations. In situations where the risks are unclear consult with Environmental Health and Safety (EH&S) for guidance.

C. Provide complete care and treatment for any injury sustained by any parties coming into contact with any hazardous or toxic materials as a result of Contractor's performance or failure to perform hereunder.

D. At the completion of project Contractor shall remove all unused chemical products and hazardous materials from campus. Transportation of these materials shall be in accordance with all federal, state, and local regulations. Request and receive written approval from EH&S prior to disposal of any on-site disposal.

## 1.12 DISPOSAL OF WASTE MATERIAL AND TITLE

A. Prior to start of work and first payment, Contractor shall prepare and submit "Contractor Waste Material Disposal Plan" to the Owner's Representative. The plan shall identify the waste transportation and treatment, storage or disposal (TSD) companies which will manage all waste material and any site(s) for disposal of the waste material. Contractor must use this form to document waste disposal methods and locations.

B. The "Contractor Waste Material Disposal Plan" form, together with definitions associated with the form waste descriptions. Forms may be downloaded at:

https://ehs.cornell.edu/sites/default/files/FRM-CWMDP-Contractor-Waste-Material-Disposal-Plan-IPDF.pdf

C. Contractor shall be responsible for the proper cleanup, containment, storage and disposal of any hazardous material/chemical spill occurring during its work. For Cornell University owned hazardous waste EH&S will oversee, approve or effect the proper disposal. Title, risk of loss, and all other incidents of ownership to the Waste Material, shall vest in Contractor at the time Contractor or any transporter acting on its behalf takes physical possession of Waste Material. Complete and maintain full records of the chain of custody and control, including certificates of disposal or destruction, of all Waste Materials loaded, transported and/or disposed of. Deliver all such records to the Owner in accordance with applicable laws and regulations and any instructions from the Owner in a timely manner and in any event prior to final payment(s) under this Contract.

## 2.0 PRODUCTS – NOT USED

## 3.0 EXECUTION – NOT USED

*****END OF SECTION 01 35 43*****

# SECTION 01 35 44 SPILL CONTROL

## 1.0 GENERAL

## 1.1 SPILL PREVENTION

A. In order to minimize the potential for discharge to the environment of oil, petroleum, or hazardous substances on site, the following requirements shall apply to all projects:

1. All oil, petroleum, or hazardous materials stored or relocated temporarily on site during the construction process shall be stored in such a manner as to provide protection from vehicular damage and to provide containment of leaks or spills. Horizontal diked oil storage tanks, temporary berms or barriers, or similar methods shall be employed as appropriate at each site.

2. Any on-site filling or dispensing activities shall occur within an area in which a temporary berm, boom, or similar containment barrier has been placed to prevent the inadvertent discharge to the environment of harmful quantities of any products.

3. All oil, petroleum, or hazardous materials stored on site shall be located in such a manner as to minimize the potential of damage from construction operations or vehicles, away from drainage ways and environmentally sensitive areas, and in accordance with all fire and safety codes.

B. Remove immediately from the site any storage, dispensing, or operating equipment that is leaking oil or hazardous substances or is in anyway unsuitable for the safe storage of such materials.

## 1.2 SPILL CONTROL PROCEDURES

All Contractor personnel working at the project site shall be knowledgeable of the potential health and safety concerns associated with petroleum and other hazardous substances that could potentially be released at the project site. Following are a list of activities that should be conducted by the Contractor in the event of an oil/petroleum spill or the release of any other hazardous substance. In the event of a large quantity spill that would require cleanup procedures that are beyond the means of the Contractor, an emergency spill cleanup contractor shall be hired by the Contractor. In the event the Contractor has the personnel necessary to clean up the spill, the following procedures shall be followed:

A. Personnel discovering/responding to a spill shall:

1. Identify and locate the source of the spill. If unsafe conditions exist, leave the area, inform nearby personnel, notify the site supervisor, and initiate spill reporting (Section 1. 3).

2. Limit the discharge of product, if safely possible, by: (1) diverting discharge to a containment area; (2) creating temporary dikes with soils or other available materials; and (3) utilizing sorbent materials. If secondary containment is present, verify that valves and drains are closed prior to diverting the product to this area.

3. The individual discovering a spill shall initiate containment procedures to prevent material from reaching a potential migratory route, through implementation of the following actions, or any other methods necessary. Methods employed shall not compromise worker safety.

    a. Stop the spill at once (if possible).

    b. Extinguish sources of ignition (e.g., flames, sparks, hot surfaces, cigarettes, etc.).

    c. Clear personnel from the spill location and rope off the area.

    d. Utilize available spill control equipment in an effort to ensure that fires, explosions, and releases do not occur, recur, or spread.

    e. Use sorbent materials to control the spill at the source.

    f. Construct a temporary containment dike of sorbent materials, cinder blocks, bricks, or other suitable materials to help contain the spill.

    g. Attempt to identify the character, exact source, amount, and area of the released materials. Identification of the spilled material should be made as soon as possible so that the appropriate cleanup procedure can be identified.

    h. Assess possible hazards to human health or the environment as a result of the release, fire, or explosion.

    i. If spill response measures involve the temporary cessation of any operations, the Contractor shall monitor the affected equipment for: (1) leaks; (2) pressure buildup; (3) gas generation; or (4) ruptures in valves, pipes, or other equipment.

B. Spill Cleanup:

1. Following containment of the spill, the following spill cleanup procedures shall be initiated.

    a. Use proper waste containers.

    b. Remove bulk liquid by using vacuum, pump, sorbents, or shovel and place material in properly labeled waste container. Be sure not to collect incompatible or reactive substances in the same container.

    c. Cleanup materials not reclaimed on-site shall be disposed of in accordance with all applicable state and federal regulations.

d. Apply sorbent materials to pick up remaining liquid after bulk liquid has been removed. The Contractor shall not walk over spilled material. Absorbed material shall be picked up with a shovel and placed in a separate waste container, and shall not be mixed with bulk liquid.

e. Clean spill control equipment and containers. Replace equipment in its proper location. Restock or reorder any sorbents used to clean up the spill.

f. Carefully wash spilled product from skin and clothing using soap. Change clothes, if necessary, to avoid further contact with product.

g. Disposal of all spilled product shall be made off-site, and shall be arranged through the Contractor.

h. A Spill Report shall be completed, including a description of the event. A sample Spill Documentation Form is provided in Appendix B.

C. Fire or Explosion:

1. In the event of a fire or explosion at the site, the Contractor shall:

a. Verify that the local fire department and the appropriate response personnel (e.g., ambulance, police) have been notified.

b. Report to the scene, if safe to do so, and evaluate the situation (e.g., spill character, source, etc.). Coordinate, as necessary, with other appropriate site and emergency personnel.

c. Ensure that people are cleared from the area.

d. Ensure that fires are safely extinguished (if possible), valves closed, and other immediate actions necessary to mitigate the emergency, if safe to do so.

e. Initiate responsible measures necessary to prevent subsequent fires, explosions, or releases from occurring or spreading to other areas of the site. These measures include stopping processes or operations, collecting and containing released oil, or removing and isolating containers.

f. Take appropriate action to monitor for: (1) leaks; (2) pressure build-ups; (3) gas generation; or (4) ruptures in pipes, valves, or other equipment.

## 1.3 SPILL REPORTING AND DOCUMENTATION

**In the event of a spill CALL CORNELL POLICE AT 255-1111** who will notify the appropriate departments within the university and coordinate with the contractor for external reporting, if required.

The contractor shall be responsible for the initiation of spill reporting and documentation procedures. All petroleum spills must be reported to **NYSDEC Spill Hotline at 1-800- 457-7362**, less than two hours following discovery. Notification must be made to Cornell Environmental Health and Safety (EH&S), 607.255.8200, within 24 hours of reporting the release. The Contractor will be expected to provide EH&S with the DEC issued spill number. Any petroleum spill must be reported to NYSDEC unless **ALL** of the following criteria apply:

**TABLE 1**
**CRITERIA TO EXEMPT SPILL REPORTING**

| CRITERIA | DESCRIPTION |
|---|---|
| Quantity | The spill must be known to be less than 5 gallons. |
| Containment | The spill must be contained on an impervious surface or within an impervious structure, such that it cannot enter the environment. |
| Control | The spill must be under control and not reach a drain or leave the impervious surface. |
| Cleanup | The spill must be cleaned-up within two hours of occurrence. |
| Environment | The spill must not have already entered into the soil or groundwater or onto surface water. |

A release of a "reportable quantity"1 or unknown amount of a hazardous substance must also be immediately reported to NYSDEC Spill Hotline. Spills of reportable quantities of chemicals or "harmful quantities"2 of oil to navigable waters must be reported to the federal **National Response Center, 1-800-424-8802**.

**Spill Reporting Information**: When making a telephone report, the caller should be prepared to provide the following information, if possible:

1. The date and time of the spill or release.

2. The identity or chemical name of the material released or spilled, including an indication of whether the material is defined as an extremely hazardous substance.

3. An estimate of the quantity of material released or spilled into the environment and the approximate duration of the event.

4. The exact location of the spill, including the name(s) of the waters involved or threatened, and/or other medium or media affected by the release or spill.

5. The source of the release or spill.

6. The name, address, and telephone number of the party in charge of, or responsible for, the facility or activity associated with the release or spill.

7. The extent of the actual and potential water pollution.

8. The name and telephone number of the person in charge of operations at the spill site.

9. The steps being taken or proposed to contain and cleanup the released or spilled material and any precautions taken to minimize impacts, including evacuation.

10. The extent of injuries, if any.

11. Any known or anticipated acute or chronic health risks associated with the emergency, and information regarding necessary medical attention for exposed individuals.

12. Assistance required, if any.

If the release of a hazardous substance or oil occurs in an amount which exceeds a reportable quantity (RQ) as defined in 40 CFR Part 110, 40 CFR Part 117, 40 CFR Part 302, or 6 NYCRR Part 597, then the Contractor shall do the following:

1. Call to the National Response Center shall be made by the person in charge of the site. The applicable phone numbers are 1-800-424-8802 or 1-202-426-2675.

2. Within 14 days of the release, submit a written description of the release. The description should include: (1) a description of the release, (2) the type of material released, (3) estimated amount of the spill; (4) the date of the release, (5) an explanation of why the release occurred; and (6) a description of the measures to be implemented to prevent and control future releases.

[(1)]*Reportable Quantity*: A Reportable Quantity is the quantity of a hazardous substance or oil that triggers reporting requirements under the Comprehensive Emergency Response, Compensation, and Liability Act (CERCLA) (USEPA, September 1992). While the Contractor is legally responsible for knowing the risks of materials that are part of construction, members of the owner's spill response team have access to information that may help identify these quantities with you.

[(2)]*Harmful Quantity*: A Harmful Quantity of oil includes discharges that violate applicable water quality standards; cause a film, sheen, or discoloration on a water surface or adjoining shoreline; or cause a sludge or emulsion to be deposited beneath the water surface or shoreline (40 CFR 110.3).

## 2.0 PRODUCTS – NOT USED

## 3.0 EXECUTION – NOT USED

*****END OF SECTION 01 35 44*****

# SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS

## 1.0 GENERAL

### 1.1 DESCRIPTION

A. The Contractor shall furnish, install and maintain all temporary facilities and services of every kind, as required by the Contractor and by its subcontractors for their performance of the Work and compliance with the Contract Documents, and shall remove such facilities and complete such services upon the completion of all other work, or as Cornell University may direct.

B. The Contractor shall obtain all required permits and approvals for and shall provide, construct, or install, as well as operate, maintain, service and remove temporary facilities and services.

### 1.2 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with Federal, State and local codes and safety regulations.

## 2.0 PRODUCTS

### 2.1 MATERIALS, GENERAL

A. Choice of materials, as suitable for the accomplishment of the intended purpose, is the Contractor's option.

B. Materials may be new or used, but must not violate requirements of applicable codes, standards and specifications.

### 2.2 TEMPORARY FIRST AID FACILITIES

A. Provide first aid equipment and supplies, with qualified personnel continuously available to render first aid at the site.

B. Provide a sign, see copy at the end of this Section, posted at the telephone, each Job Box and in each Construction Trailer, listing the telephone numbers for emergency medical services: Physicians, ambulance services and hospitals.

### 2.3 TEMPORARY FIRE PROTECTION

A. Provide a fire protection and prevention program for employees and personnel at the site. Any fire watches as a result of construction operations are the responsibility of the Contractor. Comply with NFPA 241. Develop, manage, and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and

establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

1. Impairments "Fire Code of NYS Section 901.7". Impairment; "the removal of fire alarm devices or sprinkler system coverage in a building." There are two different levels of impairments

   a. Partial Impairment. The removal of fire alarm devices or sprinkler system coverage via control valve in the immediate area of where work is to be performed.

      - Basic Impairment Notification will be sent to Local Authority Having Jurisdiction and FM Global.

      - No fire watch will be required in most cases.

   b. Full System Impairment. The complete removal of a fire alarm "system" or sprinkler "system". Impairment of both the fire alarm system and sprinkler system at the same time is not allowed.

      - Full System Impairment Notification will be sent to local Authority Having Jurisdiction, FM Global, Ithaca Fire Department Officers, Building Manager, Maintenance Manager, and Customer Service.

      - Fire Watch will be required and will need the Fire Watch Person's name and contact information. Cornell EH&S does not perform the fire watch, it is the responsibility of the Contractor.

B. Equipment:

1. Provide and maintain fire extinguishing equipment ready for instant use at all areas of the Project and at specific areas of critical fire hazard.

2. Hand extinguishers of the types and sizes recommended by the National Board of Fire Underwriters to control fires from particular hazards.

3. Construction period use of permanent fire protection system.

4. Water hoses connected to an adequate water pressure and supply system to reach each area or level of construction upon building enclosure or heating of the building.

5. Maintain existing standpipes and hoses for fire protection. Provide additional temporary hoses where required to comply with requirements. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles. Provide hoses of sufficient length to protect construction areas.

6. Maintain unobstructed access to fire extinguishers, fire hydrants, siamese connections, standpipes, temporary fire-protection facilities, stairways, and other access routes for firefighting.

7. Where existing or temporary fire protection services are being replaced with new fire protection services, do not remove or impair existing or temporary services until new services are placed into operation and use.

8. At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility and systems, including connected services, and place into operation and use. Instruct key personnel on use of facilities. Protect and maintain permanent fire protection system. Repair or replace any components damaged during construction.

C. Enforce fire-safety discipline:

1. Store combustible and volatile materials in an isolated, protected location.

2. Avoid accumulations of flammable debris and waste in or about the Project.

3. Prohibit smoking in the vicinity of hazardous conditions.

4. There is NO SMOKING allowed on construction sites located in any occupied building. Smoking is prohibited in all Cornell University buildings.

5. Closely supervise welding and torch-cutting operations in the vicinity of combustible materials and volatile conditions.

6. Supervise locations and operations of portable heating units and fuel.

D. Maintain fire extinguishing equipment in working condition, with current inspection certificate attached to each extinguisher.

E. Welding or burning operations shall be conducted under a Hot Work Permit issued in accordance with Section 01 41 00. Where such work is permitted, the Contractor shall provide an approved fire extinguisher in good operating condition within easy reach of the operating personnel. In each instance, obtain prior approval of Cornell University Environmental Health & Safety.

F. Advise Cornell University Environmental Health & Safety of any items affecting Life Safety, e.g., road blockages, exit closing, etc.

## 2.4 CONSTRUCTION AIDS

A. Provide construction aids and equipment required to assure safety for personnel and to facilitate the execution of the Work; Scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes, fall protection, harness, tie-off points, and other such equipment.

B. When permanent stair framing is in place, provide temporary treads, platforms and railings, for use by construction personnel.

C. Maintain all equipment in a safe condition.

## 2.5 SUPPORTS

A. The Contractor shall include cost of all materials and labor necessary to provide all supports, beams, angles, hangers, rods, bases, braces, etc. to properly support the Contract Work. All supports, etc. shall meet the approval of the Architect.

B. Any and all supports that are of "custom" fabrication or installation shall be designed by the Contractor's NYS licensed PE with stamped & signed shop drawings and calculations provided for same.

## 2.6 TEMPORARY ENCLOSURES

A. Provide temporary weather-tight enclosure for building exterior, maintain in-place until installation of permanent enclosures. Provide temporary weather-tight enclosure of exterior walls as work progresses for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities, and as necessary to provide acceptable working conditions, provide weather protection for interior materials, provide weather protection for occupied areas, allow for effective temporary heating, and to prevent entry of unauthorized persons.

1. Provide temporary exterior doors with self-closing hardware and padlocks or locksets.

2. Other enclosures shall be removable as necessary for work and for handling of materials.

3. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

4. Coordinate enclosure with ventilation requirements, material drying or curing requirements, and specified environmental limitations to avoid dangerous or detrimental conditions and effects.

B. Provide temporary enclosures to separate work areas from areas of the existing building occupied by Owner; to prevent penetration of dust or moisture into occupied areas, to prevent damage to existing equipment, and to protect Owner's employees and operations from construction work.

1. Temporary partition and ceiling enclosures: Framing and sheet materials which comply with structural and fire rating requirements of applicable codes and standards.

   a. Close joints between sheet materials, and seal edges and intersections with existing surfaces, to prevent penetration of dust or moisture.

   b. In locations where fire protection is required, paint both sides of partitions and ceilings with fire-retardant paint as required by local fire regulations.

2. Do not remove existing exterior enclosure systems until new exterior enclosure systems are ready for installation. Complete removal of existing exterior enclosure systems as soon as possible. Immediately after completing removal, install new exterior enclosure systems and complete installation as soon as possible.

3. Do not remove existing HVAC systems connected to louvers at existing exterior enclosure systems until new HVAC systems and louvers at exterior enclosure systems are ready for installation. Complete removal of existing HVAC systems and louvers as soon as possible. Immediately after completing removal, install new HVAC systems and new louvers and complete installation as soon as possible.

## 2.7 TEMPORARY WATER CONTROL

A. The Contractor shall provide, maintain and operate pumps required to keep the Work free of water at all times.

B. Dispose of all water with due care and shall not infringe on the rights of others on the Site, of adjacent property owners and of the public. All cost in connection with the removal of such water shall be paid by the Contractor.

## 2.8 TREE, PLANT AND LAWN PROTECTION

A. Preserve and protect existing trees, plants and lawns at the site which are designated to remain, and those adjacent to the site.

B. Consult with Owner, and remove agreed-on roots and branches which interfere with construction.

1. Employ certified arborist to remove, and to treat cuts.

C. Provide temporary fences to a height of six feet, around each, or around each group of trees and plants. Provide temporary lawn protection to prevent soil compaction. Reference Cornell University Design Standards and Details for wood and chain fencing below.

D. Protect root zones of trees, plants and lawn areas:

1. Do not allow vehicular traffic or parking.

2. Do not store materials or products.

3. Prevent dumping of refuse or chemically injurious materials or liquids.

4. Prevent puddling or continuous running water.

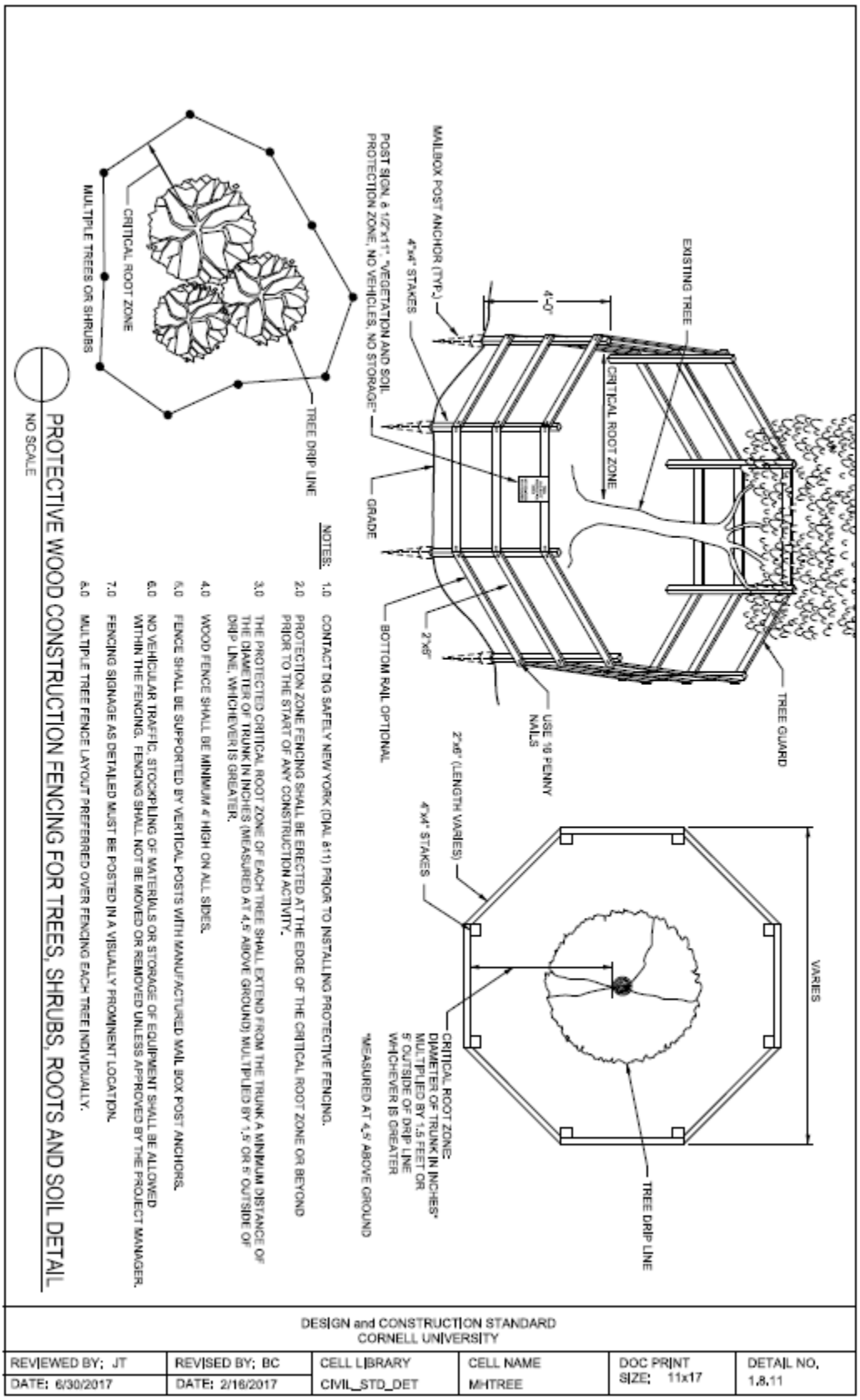
E. Carefully supervise excavating, grading and filling, and subsequent construction operations to prevent damage.

F. Replace, or suitably repair, trees, plants and lawn areas designated to remain which are damaged or destroyed due to construction operations.

G. Roots 2 inches or larger that are damaged or cut during construction are to be sawed off close to the tree side of the excavation by certified arborist.

H. During the leafing-out period in the spring, extra care should be exercised to reduce root damage such as keeping exposed roots wet, saturating soil when backfilling around roots, and backfilling as soon as possible.

I. Consult Cornell University Grounds Department for mitigation of root or tree damage.




NOTES:

1.0 CONTACT DIG SAFELY NEW YORK (DIAL 811) PRIOR TO INSTALLING PROTECTIVE FENCING.

2.0 PROTECTION ZONE FENCING SHALL BE ERECTED AT THE EDGE OF THE CRITICAL ROOT ZONE OR BEYOND PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY.

3.0 THE PROTECTED CRITICAL ROOT ZONE OF EACH TREE SHALL EXTEND FROM THE TRUNK A MINIMUM DISTANCE OF THE DIAMETER OF TRUNK IN INCHES (MEASURED AT 4.5' ABOVE GROUND) MULTIPLIED BY 1.5' OR 5' OUTSIDE OF DRIP LINE, WHICHEVER IS GREATER.

4.0 WOOD FENCE SHALL BE MINIMUM 4' HIGH ON ALL SIDES.

5.0 FENCE SHALL BE SUPPORTED BY VERTICAL POSTS WITH MANUFACTURED MAIL BOX POST ANCHORS.

6.0 NO VEHICULAR TRAFFIC, STOCKPILING OF MATERIALS OR STORAGE OF EQUIPMENT SHALL BE ALLOWED WITHIN THE FENCING. FENCING SHALL NOT BE MOVED OR REMOVED UNLESS APPROVED BY THE PROJECT MANAGER.

7.0 FENCING SIGNAGE AS DETAILED MUST BE POSTED IN A VISUALLY PROMINENT LOCATION.

8.0 MULTIPLE TREE FENCE LAYOUT PREFERRED OVER FENCING EACH TREE INDIVIDUALLY.

NO SCALE

## PROTECTIVE WOOD CONSTRUCTION FENCING FOR TREES, SHRUBS, ROOTS AND SOIL DETAIL

DESIGN and CONSTRUCTION STANDARD
CORNELL UNIVERSITY

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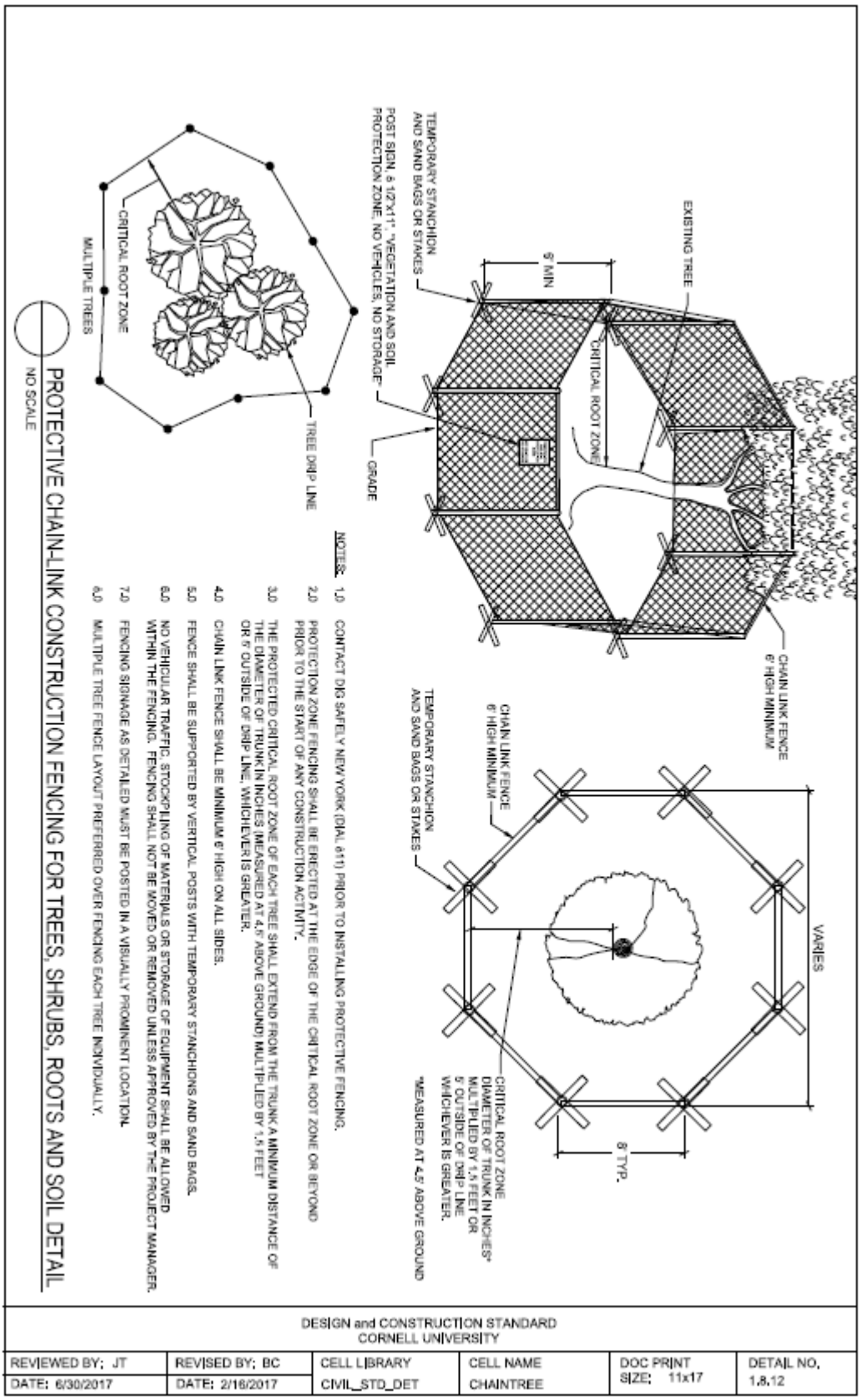
| DATE; 6/30/2017 | DATE; 2/16/2017 | CIVIL_STD_DET | MHTREE | | 1.8.11 |




NOTES:

1.0 CONTACT DIG SAFELY NEW YORK (DIAL 811) PRIOR TO INSTALLING PROTECTIVE FENCING.

2.0 PROTECTION ZONE FENCING SHALL BE ERECTED AT THE EDGE OF THE CRITICAL ROOT ZONE OR BEYOND PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY.

3.0 THE PROTECTED CRITICAL ROOT ZONE OF EACH TREE SHALL EXTEND FROM THE TRUNK A MINIMUM DISTANCE OF THE DIAMETER OF TRUNK IN INCHES (MEASURED AT 4.5' ABOVE GROUND) MULTIPLIED BY 1.5 FEET OR 5' OUTSIDE OF DRIP LINE, WHICHEVER IS GREATER.

4.0 CHAIN LINK FENCE SHALL BE MINIMUM 6' HIGH ON ALL SIDES.

5.0 FENCE SHALL BE SUPPORTED BY VERTICAL POSTS WITH TEMPORARY STANCHIONS AND SAND BAGS.

6.0 NO VEHICULAR TRAFFIC, STOCKPILING OF MATERIALS OR STORAGE OF EQUIPMENT SHALL BE ALLOWED WITHIN THE FENCING. FENCING SHALL NOT BE MOVED OR REMOVED UNLESS APPROVED BY THE PROJECT MANAGER.

7.0 FENCING SIGNAGE AS DETAILED MUST BE POSTED IN A VISUALLY PROMINENT LOCATION.

8.0 MULTIPLE TREE FENCE LAYOUT PREFERRED OVER FENCING EACH TREE INDIVIDUALLY.

## PROTECTIVE CHAIN-LINK CONSTRUCTION FENCING FOR TREES, SHRUBS, ROOTS AND SOIL DETAIL

NO SCALE

DESIGN and CONSTRUCTION STANDARD
CORNELL UNIVERSITY

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## 2.9 PERSONNEL, PUBLIC AND EMPLOYEE PROTECTION

A. Provide guardrails, barricades, fences, footways, tunnels and other devices necessary to protect all personnel, employees, and the public, against hazards on, adjacent to or accessing the construction site.

1. Provide signs, warning lights, signals, flags and illumination as necessary to alert persons to hazards and to provide safe, adequate visibility in areas of hazards.

2. Closed sidewalks need to be indicated with OSHA-approved signs, as well as, proper barricades.

3. Provide flag personnel as necessary to guide vehicles, protect personnel, public and employees.

## 2.10 ACCESS ROADS AND PARKING AREAS

A. Provide adequate temporary roads and walks to achieve all-weather access into the site from public thoroughfares, and within and adjacent to the site as necessary to provide uninterrupted access to field offices, work and storage areas.

B. Grade and provide drainage facilities to assure runoff of rainwater and to avoid blockage of flow from adjacent areas.

C. During dry weather wet down temporary unpaved areas when necessary to prevent blowing dust.

## 2.11 PROJECT IDENTIFICATION AND SIGNS

A. No Contractor signs to be displayed at the project site, unless authorized by the Owner.

B. Owner Construction Project Sign. The Contractor shall install Owner provided project identification signage.

## 2.12 SECURITY

A. The Contractor shall provide security services as required to protect the interests of the Owner.

## 2.13 FIELD OFFICES

A. Provide a Field office facility as required to support the Contractor's and Owner’s activity on the job site, including space, office equipment and utility hookups. Facilities shall be maintained in a condition so as not to detract from the overall Campus appearance. Installation shall be in a suitable location on the site as agreed to by the Owner.

B. Costs shall be based on either purchase price or total anticipated rental, whichever is lower. The quantity and rental rates of all Field office facilities, whether rented from third parties or owned by the Contractor, shall be subject to the prior written approval of Cornell.

C. Field Office shall include at a minimum the following:

1. Furnishings and space for small progress meetings.

2. Provide racks and files for Contract Documents and for Record Documents; conference table and chairs; and desks and chairs as required by Contractor.

3. Provide adequate artificial lighting, heating and cooling to provide comfortable conditions for occupants.

4. Provide direct line telephone, data and internet connections as required. Connection and disconnection fees, as well as monthly charges for data and telephone are the responsibility of Contractor.

5. Provide janitorial services

6. Skirting shall be required on all temporary job site trailers.

7. Provide adequate parking for three (3) Cornell University employees. The field office shall accommodate private space for three (3) staff members and conference space.

D. Provide a designated break area within the project site limits to minimize interaction between construction personnel and the Campus community.

E. Within fifteen (15) days of execution of the contract, contact Cornell Facilities Inventory Office to acquire a valid facility code and address for the all on-site construction trailers. Such identification is required for the Campus Police 911 Emergency Response System.

## 3.0 EXECUTION

## 3.1 PREPARATION

A. Consult with Owner, review site conditions and factors which affect construction procedures and temporary facilities, including adjacent properties and public facilities which may be affected by execution of the work.

1. Designate the locations and extent of temporary construction, storage, and other temporary facilities and controls required for the expeditious accomplishment of the Work.

2. Allow space for use of the site by Owner and by other contractors, as required by Contract Documents.

## 3.2 GENERAL

A. Comply with applicable requirements specified in sections of Division 02 through 40.

B. Make work structurally, mechanically and electrically sound throughout.

C. Install work in a neat and orderly manner.

D. Maintain, clean, service and repair facilities to provide continuous usage, and to the quality specified for the original installation.

E. Relocate facilities as required by progress of construction, by storage or work requirements, and to accommodate requirements of Owner and other contractors employed at the site.

F. Keep the site, at all times during the progress of the Work, free from accumulation of waste matter or rubbish and shall confine its apparatus, materials and operations of its workers to the limits prescribed except as the latter may be extended with the approval of the Owner's Representative. Cleaning of the structure or structures must be performed daily and removal of waste matter or rubbish must be performed at least once a week.

G. Contractor shall at all times keep access road and public roads clean of mud and construction debris and maintain dust control to the satisfaction of the Owner.

## 3.3 REMOVAL

A. Completely remove temporary structures, materials, equipment and services:

1. When construction needs can be met by use of permanent construction.

2. At completion of the Project.

B. Repair damage caused by installation or use of temporary facilities. Clean after removal.

C. Restore existing or permanent facilities used for temporary purposes to specified, or to original condition.

1. Remove foundations and underground installations for temporary construction and utilities.

2. Grade the areas of the site affected by temporary installations to required elevations and slopes, and clean the area.

*****END OF SECTION 01 50 00*****

# FIRE AND EMERGENCY REPORTING

## To report a Fire or Emergency

## Call Cornell Police at (607) 255-1111

***REMAIN CALM AND STAY ON THE PHONE UNTIL THE DISPATCHER TELLS YOU TO HANG UP****

Building Name: **Plant Science Building**

Address: **236 Tower Road, Ithaca, New York**

### FIRE EMERGENCY

- **MOVE** TO YOUR EMERGENCY MEETING SITE
  - Evacuate the building and move away from the building
  - Give your name, building name and address
  - Report any missing or trapped people to the emergency responders
  - All fires extinguished or not extinguished shall be reported

### MEDICAL EMERGENCY

1. **PROTECT** VICTIM FROM FURTHER INJURY
   - Remove any persistent threat to the victim. Do Not move the victim unnecessarily
2. **CALL (607) 255-1111** TO OBTAIN EMERGENCY MEDICAL CARE
   - Report the location of the person and the nature and extent of injuries
   - CALL from a safe location
3. **PROVIDE FIRST AID** IF YOU HAVE APPROPRIATE TRAINING

# SECTION 01 78 22 FIXED EQUIPMENT INVENTORY

## 1.0 GENERAL

## 1.1 FIXED EQUIPMENT INVENTORY

A. The Owner shall provide the Contractor with a list of Equipment Types to be inventoried and an Excel template.

B. The Contractor shall populate the template (see Example Equipment List to be inventoried in Section 1.2). Once populated, the Contractor shall electronically return to the list to the Owner's Representative. The initial data to be captured on each piece of equipment shall include:

1. Name of Product
2. Equipment Classification
3. Manufacturer
4. Model Number
5. Serial Number
6. Cost
7. Location (including Building and Room Number)
8. Acquisition Date (Date of Installation)

C. The Owner shall from the Contractor provided data create a follow-up equipment Excel template that contains the MAXIMO ID for the equipment with all the name plate and specification fields for each type of equipment. This template shall then be returned to the Contractor.

D. The Contractor shall be responsible for the initial labeling of the equipment and its' disconnects with the MAXIMO ID using an electronic label maker. ID labels shall be in close proximity to Equipment Identification information, visually locatable from the access point to the equipment and on the face of disconnects.

E. The Contractor shall then populate the MAXIMO Equipment Specification Template with the equipment nameplate, specification information, and warranty information. The Contractor shall electronically submit the equipment data and any related documentation (i.e. - O&M manuals) to the Owner's Representative.

F. EXAMPLE EQUIPMENT LIST

- Building Equipment
- AC Drive/VSD
- Air Dryer
- Backflow Preventor
- Air Compressor
  - Building
  - Sprinkler
  - Control
  - Vacuum
- Pump
  - Condensate
  - Glycol
  - CWC
  - HWC
  - Potable
  - Sanitary Sewer
  - Storm Sewer
  - Sump
  - Quality Water
  - Fuel
- Fan
  - Exhaust
  - Supply
  - Return
- Fume Hood
- Furnace
- Generator
- Hot Water Heater
- Heat Exchangers
- Boiler
- Tank
- Unit Heater
- Fan Coil
- VAV Box
- Transfer Switch
- Motor
  - Pump
  - Fan
- Lift/Levelers
- Water Softener
- Reverse Osmosis

## 1.2 ROOF SYSTEM INVENTORY

A. The Owner shall provide the Contractor with a list of Roof System Attributes to be inventoried in an Excel template.

B. The Contractor shall provide a dimensioned roof plan of the facility drawn to scale, Auto CAD or Microstation format. Each roof panel of the roof system is to be labeled with a unique ROOF ID number that will reference the Excel template to properly inventory Roof System Attributes of each panel. Once populated, the Contractor shall electronically return to the drawings to the Owner's Representative for review and approval.

1. Entire Roof Replacement Projects for a Facility: The Contractor is to assign a ROOF ID to each panel of the newly installed roofing system. The ROOF ID will be comprised of the unique Cornell Facility Code number followed by an underscore and a three digit number. (i.e. - Day Hall (Facility Code: 2026) - ROOF ID: 2006_001).

2. Partial Roof Replacement Projects for a Facility: The Owner will provide a graphically representation of the facility's roof plan with the ROOF ID numbers already assigned to each panel of the roof . The Contractor is responsible to transfer the assigned ROOF ID numbers to their new drawings to be returned to the Owner's representatives.

C. The Contractor shall populate the template. Once populated, the Contractor shall electronically return the list to the Owner's Representative. The initial data to be captured on each panel of the newly installed roof system shall include:

1. Roof Classification
2. Manufacturer (If applicable)
3. Description of System
4. Roof Material
5. Installation Type
6. Slope of Roof (Low or Steep)
7. Roof ID (See Section 1.1.B) for additional information
8. Area of Roof Panel (SF)
9. Contractor (Installer of Roof System)
10. Warranty Number (If applicable)
11. Warranty Expiration Date (If applicable)
12. Material Warranty Number (If applicable)
13. Material Warranty Expiration Date (If applicable)

14. Asbestos Present (If any material remained in place during the reroofing project)
15. Insulation (Yes or No), Fastening type, Thickness
16. Flashing Material
17. Gutter Type (If applicable)
18. Downspout Type (If applicable)
19. Roof Drain Type (If Applicable)
20. Roofing Substrate
21. Facility (State or Endowed)
22. Vapor Barrier Type
23. Installation Date
24. Cost per Square Foot
25. Remaining Useful Life (RUL)
26. Type of Heat Trace Element (If applicable)
27. Type Snow Guard Systems (If applicable)
28. Additional Comments as Applicable

D. The Contractor shall electronically submit the Roof System data as specified above and any related documentation (i.e. - O&M manuals and Warranty data) to the Owner's Representative.

## 2.0 PRODUCTS – NOT USED

## 3.0 EXECUTION – NOT USED

*****END OF SECTION 01 78 22*****

# SECTION 01 91 00 GENERAL COMMISSIONING REQUIREMENTS

## 1.0 GENERAL

## 1.1 SUMMARY

A. This section includes general administrative and procedural requirements for the commissioning process to supplement other general commissioning process activity sections and other technical sections that specify testing of components, systems and assemblies.

B. Related Sections include the following:

1. Division 22 Section "Commissioning of Plumbing" for commissioning process activities for plumbing systems, assemblies, equipment, and components.

2. Division 23 Section "Commissioning of HVAC" for commissioning process activities for HVAC&R systems, assemblies, equipment, and components.

3. Division 26 Section "Commissioning of Electrical Systems" for commissioning process activities for electrical systems, assemblies, equipment, and components.

## 1.2 DESCRIPTION

A. Commissioning is a systematic process of confirming that all building systems perform interactively according to the Owner’s Program Requirements and the Basis of Design and continuing through construction, acceptance and the warranty period with actual verification of performance.

B. Commissioning during design is intended to achieve the following specific objectives:

1. Verify the Owner’s Program Requirements and Basis of Design are clearly documented and they meet the Owner’s goals and objectives.

2. Provide Design Review during AE design efforts.

3. Verify commissioning for the construction phase is adequately reflected in the bid documents.

C. Commissioning during the construction phase of this project is intended to achieve the following specific objectives:

1. Provide direction for the commissioning process during construction, particularly providing resolution to issues and providing details not developed during design (ex. scheduling, participation of various parties, lines of reporting and approvals, coordination, etc.)

2. Verify that applicable equipment and systems are installed properly and receive adequate operational checkout by installing contractors.

3. Verify and document proper performance of equipment and systems.

4. Verify that O&M documentation left on site is complete.

5. Verify that the Owner's operating personnel are adequately trained.

D. The Commissioning process does not take away from or reduce the responsibility of the system designers to design a workable system nor the installing contractors to provide a finished and fully functioning product.

E. The CxA directs and coordinates the commissioning activities and reports to the Owner. All members in the construction process work together to fulfill their contracted responsibilities and meet the objectives of the Owner's Project Requirement's as detailed in the Contract Documents.

F. The CxA works with the CM/GC according to established protocols to schedule the commissioning activities. The CxA will provide sufficient notice to the CM/GC and Owner for scheduling commissioning activities. Meanwhile, the CxA will integrate these activities into the master construction schedule. All parties will address scheduling problems and make necessary notifications in a timely manner in order to expedite the commissioning process.

G. The following narrative provides a brief overview of the commissioning tasks during construction and the general order in which they occur.

1. Commissioning during construction begins with a Commissioning Kick-Off Meeting – Construction Team conducted by the CxA where the commissioning process is reviewed with the commissioning team members.

2. Additional meetings will be required throughout construction, scheduled by the CxA with necessary parties attending, to plan, scope, coordinate, schedule future activities and resolve problems.

3. Equipment documentation is submitted to the CxA through the submittal process, including detailed start-up procedures.

4. In general, the checkout and performance verification proceeds from simple to complex; from component level to equipment to systems and intersystem levels with Prefunctional checklists being completed before functional testing begins.

5. The contractors, under their own direction, document and perform startup and initial checkout. The CxA documents that startup was completed according to the approved plans, when contracted. This may include the CxA witnessing start-up of selected equipment, if contracted.

6. The CxA verifies installation integrity thru the use of checklists.

7. The CxA develops specific equipment and system functional performance test procedures. The contractors review the procedures.

8. The procedures are executed by the contractors, under the direction of, and documented by the CxA.

9. Items of non-compliance in material, installation or setup are corrected at the contractor's expense and the system retested.

10. The CxA reviews the O&M documentation for completeness.

11. Commissioning is completed before Substantial Completion, whenever possible.

12. The CxA reviews and pre-approves the training plan provided by the contractors.

13. The contractors coordinate and provide training via qualified instructors.

14. Training occurs.

15. The Owner verifies that training has occurred and provides a written statement that training has occurred.

16. Deferred testing is conducted, as specified or required.

## 1.3 DEFINITIONS

A. Acceptance: A formal action, to declare that some aspect of the project meets defined requirements, thus permitting subsequent activities to proceed.

B. Acceptance Phase: Phase of commissioning after start-up and initial checkout when functional performance tests, O&M documentation review and training occurs.

C. Architect/Engineer (AE): the prime Consultant (Architect) and Subconsultants who comprise the design team, generally the HVAC Mechanical Designer/Engineer, the Electrical Designer/Engineer and various other Subconsultants.

D. Approval: Acceptance that a piece of equipment or system has been properly installed and is functioning in the tested modes according to the contract documents.

E. Basis of Design (BOD): A document that records concepts, calculations, decisions and product selections used to meet the Owner's Project Requirements and to satisfy applicable regulatory requirements, standards and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process. Also known as the Design Criteria.

F. Checklists: Verification checklists that are developed and used during all phases of the commissioning process to verify that the Owner's Project Requirements are being achieved. This includes checklists for general verification, plus testing, training, and other specific requirements.

G. Commissioning Authority (CxA): An entity identified by the Owner who plans, schedules and coordinates the commissioning team to implement the Commissioning Process. The Owner has engaged Horizon Engineering Associates, LLP as the CxA under a separate contract.

H. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.

I. Commissioning Process: A quality-focused process for enhancing the delivery of a project and includes verifying and documenting that the facility and its systems and assemblies are planned, designed, installed, tested, operated and maintained to meet the Owner's Project Requirements.

J. Commissioning Process Progress Report: A written document that details activities completed as part of the commissioning process and significant findings from those activities that is continuously updated during the course of a project.

K. Commissioning Report: A document recording the results of the commissioning process, including the record documents, performance of the commissioned systems and documents all sign-offs.

L. Commissioning Specifications: The contract document that details the objective, scope and implementation of the construction and acceptance phases of the commissioning process as developed in the Commissioning Plan.

M. Commissioning Team: A team comprised of the CxA, Owner, AE, Construction Manager/General Contractor, Contractors, maintenance and operations personnel, and occupants. Individuals, each having the authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated action.

N. Contract Documents: The documents binding on parties involved in the construction of this project (drawings, specifications, change orders, amendments, contracts, Cx Plan, etc.)

O. Contractor: the CM or subcontractors authorized representatives.

P. Construction Manager (CM): the prime contractor for this project. Generally refers to all the CM's subcontractors as well. Also referred to as the Contractor, in some contexts.

Q. Data Logging: The monitoring and recording of flow, current, status, pressure, etc. of equipment using 'stand-alone' data recorders separate from the control system or the trending capacities of control systems.

R. Deferred Performance Tests (DPTs): Performance tests that are performed, at the discretion of the CxA, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design, or other site conditions that disallow the test from being performed.

S. Deficiency: A condition in the installation or function of a component, piece of equipment or system that is not in compliance with the Contract Documents (that is, does not perform properly or is not complying with the Owner's Project Requirements).

T. Equipment Manufacturer: The multiple companies that will manufacturer equipment and products for the commissioned systems and who will participate as required in the commissioning activities.

U. Factory Testing: Testing of equipment on-site or at the factory, by factory personnel, with or without Owner's representative present.

V. Functional Performance Test: The testing of the dynamic function and operation of equipment and systems using manual (direct observation) or monitoring methods. Functional testing is the dynamic testing of systems (rather than just components) under full operation. Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, etc. The systems are run through all the control system's sequence of operation and components are verified to be responding as the sequences state. The commissioning authority develops the functional test procedures in a sequential written form, coordinates, oversees and documents the actual testing, which is usually performed by the installing contractor or vendor.

W. General Contractor: The prime contractor for this project. Generally refers to all the GC's subcontractors as well. Also referred to as the Contractor, in some contexts.

X. HVAC&R: Heating, Ventilating, Air Conditioning, and Refrigeration.

Y. Issues Log: A formal and ongoing record of problems or concerns – and their resolution – that have been raised by members of the commissioning team during the course of the commissioning process.

Z. Manual Test: Using hand-held instruments, immediate control system readouts or direct observation to verify performance (contrasted to analyzing monitored data taken over time to make the 'observation').

AA. Monitoring: The recording of parameters (flow, current, status, pressure, etc.) of equipment operation using data loggers or the trending capabilities of control systems.

BB. Non-Compliance: See Deficiency.

CC. Non-Conformance: See Deficiency.

DD. Owner's Project Requirements (OPR): A written document that details functional requirements of the Project and the expectations of how the Project will be used and operated.

This includes project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting information. (Also formerly known as the Design Intent Document.)

EE. Owner's Representative or Project Manager (Owner): The contracting and managing authority for the Owner who oversees the design and/or construction of the project.

FF. Over-written Value: Writing over a sensor value in the control system to see the response of a system.

GG. Phased Commissioning: Commissioning that is completed in phases (by floors, for example) due to the size of a project or other scheduling issues, in order to minimize the total construction time.

HH. Re-Commissioning Management Manual: A single manual that contains information required for recommissioning the projects' building systems.

II. Sampling: Functionally testing only a fraction of the total number of identical or near identical pieces of equipment.

JJ. Seasonal Performance Test: Performance tests that are deferred until the system(s) will experience conditions closer to their design conditions based on weather conditions.

KK. Simulated Condition: Condition that is created for the purpose of testing the response of a system (eg. Raising/lowering the set-point of a thermostat to see the response in a VAV box).

LL. Simulated Signal: Disconnecting a sensor and using a signal generator to simulate a sensor value for the purpose of testing a full range of conditions.

MM. Startup: The initial starting or activating of dynamic equipment, including completing construction checklists.

NN. Systems Manual: A systems focused composite document that includes the operation manual, maintenance manual, and additional information of use to the Owner during the occupancy and operations phase.

OO. Systems, Subsystems, and Equipment: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, and equipment.

PP. Test Procedures: The step-by-step process which must be executed to fulfill the test requirements. The test procedures are developed by the CxA.

QQ. Test Requirements: Requirements specifying what modes and functions, etc. shall be tested. The test requirements are not the detailed test procedures. The test requirements are specified in the Contract Documents.

RR. Training Plan: A written document that details the expectations, schedule, budget and deliverables of commissioning process activities related to training of project operating and maintenance personnel, users, and occupants.

SS. Trending: Monitoring over a period of time.

TT. Verification: The process by which specific documents, components, equipment, assemblies, systems, and interfaces among systems are confirmed to comply with the criteria described in the Owner's Project Requirements.

UU. Warranty Period: Warranty period for the entire project, including equipment components. Warranty begins at Substantial Completion and extends typically for SUBMITTALS

## 1.4 QUALITY ASSURANCE

A. Test Equipment Calibration Requirements: Contractors will comply with test manufacturer's calibration procedures and intervals. Recalibrate test instruments immediately after instruments have been repaired resulting from being dropped or damaged. Affix calibration tags to test instruments. Furnish calibration records to CxAupon request.

## 1.5 COORDINATION

A. Commissioning Kick-Off Meeting – Construction Team: Contractors will attend a meeting of the Commissioning Team, chaired by the CxA, to review the scope of commissioning process activities and the Commissioning Plan with discussions on milestones, activities, and assignments of responsibilities. The flow and type of documents and the amount of submittal data given to the CxA will be determined. Meeting minutes will then be distributed to all parties by the CxA.

B. Commissioning Meetings: Contractors will attend coordination meetings with the Commissioning Team, chaired by the CxA, to review progress on the Commissioning Plan, construction deficiencies, scheduling conflicts, and to discuss strategies and processes for upcoming commissioning process activities.

C. Miscellaneous Construction Meetings: The CxA attends selected planning and job-site meetings in order to remain informed on construction progress and to update parties involved in the commissioning process.

D. Pre-testing Meetings: Contractors will attend pretest meetings with the Commissioning Team, chaired by the CxA, to review startup reports, pre-test inspection results, testing procedures, testing personnel and instrumentation requirements, and manufacturers' authorized service representative services for each system, subsystem, equipment, and component to be tested.

E. Testing: Contractors will coordinate with testing personnel and agencies for timing and access for CxA to witness test.

F. Manufacturers' Inspection and Startup Services: Contractors will coordinate services of manufacturers' inspection and startup services.

G. Testing, Adjusting and Balancing: Contractors will coordinate with plan and schedule for testing, adjusting and balancing for timing and access for CxA to witness process.

## 2.0 PRODUCTS

### 2.1 TEST EQUIPMENT

A. All standard testing equipment required to perform startup, initial checkout and functional performance testing shall be provided by the Contractor for the equipment being tested. For example, the mechanical contractor of Division 23 shall ultimately be responsible for all standard testing equipment for the HVAC system and controls system in Division 23, except for equipment specific to and used by TAB in their commissioning responsibilities. A sufficient quantity of two-way radios shall be provided by each subcontractor.

B. Special equipment, tools and instruments (specific to a piece of equipment and only available from the vendor) required for testing shall be included in the base bid price to the Owner and left on site, except for stand-alone data logging equipment that may be used by the CxA.

C. Proprietary test equipment and software required by any equipment manufacturer for programming and/or start-up, whether specified or not, shall be provided by the manufacturer of the equipment. Manufacturer shall provide the test equipment, demonstrate its use, and assist in the commissioning process as needed. Proprietary test equipment (and software) shall become the property of the Owner upon completion of the commissioning process.

D. Data logging equipment and software required to test equipment will be provided by the CxA, but shall not become the property of the Owner.

E. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified in the Specifications. If not otherwise noted, the following minimum requirements apply: Temperature sensors and digital thermometers shall have a certified calibration within the past year to an accuracy of 0.5°F and a resolution of + or - 0.1°F. Pressure sensors shall have an accuracy of + or - 2.0% of the value range being measured (not full range of meter) and have been calibrated within the last year.

## 3.0 EXECUTION

### 3.1 GENERAL DOCUMENTATION REQUIREMENTS

A. Submittals: See Section 1.5 – SUBMITTALS for requirements.

B. Checklists

1. The CxA will prepare Pre-Functional Checklists for all commissioned components, equipment, and systems.

C. **Red-lined Drawings:** The Contractor will verify all equipment, systems, instrumentation, wiring and components are shown correctly on red-lined drawings. Preliminary red-lined drawings must be available to the Commissioning Team for use prior to start of the Functional Performance Testing. Changes, as a result of Functional Testing, must be incorporated into the final as-built drawings, which will be created from the red-lined

drawings. The contracted party, as defined in the Contract Documents will create the as-built drawings.

D. **Operation and Maintenance Data:** Contractor will provide a copy of O&M literature within 45 days of each submittal acceptance for use during the commissioning process for all commissioned equipment and systems. The CxA will review the O&M literature once for conformance to project requirements. The CxA will receive a copy of the final approved O&M literature once corrections have been made by the Contractor.

E. **Demonstration and Training:** Contractor will provide demonstration and training as required by the specifications. A complete training plan and schedule must be submitted by the Contractor to the CxA two weeks (2) prior to any training. A training agenda for each training session must be submitted to the CxA two (2) weeks prior the training session.

## 3.2 OWNER'S RESPONSIBILITIES

A. Provide the OPR documentation to the CxA and Contractors for use in developing the Commissioning Plan; testing plans and checklists.

B. Provide the Basis of Design documents, prepared by the architect and approved by the Owner, for use in developing the Commissioning Plan; testing plans and checklists.

C. Assign operation and maintenance personnel and schedule them to participate in Commissioning Team activities including, but not limited to, the following:

1. Commissioning meetings.

2. Construction phase coordination meetings.

3. Piping and ductwork testing and flushing verification meetings.

4. Procedures meeting for testing, adjusting and balancing.

5. Testing and demonstration of systems, subsystems and equipment.

6. Training in operation and maintenance of systems, subsystems and equipment.

7. Final review and acceptance meetings

D. Provide utility services required for the commissioning process.

E. Facilitate the coordination of the commissioning work between the CxA, the Contractor and the Architect and Engineers to ensure that the commissioning activities are incorporated into the master schedule.

F. Review and approve the commissioning plan.

G. Coordinate any seasonal or deferred testing.

H. Ensure that any seasonal, deferred testing and/or deficiency issues are addressed.

## 3.3 ARCHITECT'S DUTIES

A. Attend the Commissioning Kick-Off Meeting – Design Team, Commissioning Kick-Off Meeting – Construction Team and selected team meetings.

B. Perform submittal review, construction observation, as-built drawing preparation, other items as contracted.

C. Provide the Basis of Design Document. The designers shall assist (along with the contractors) in clarifying the operation and control of commissioned equipment in areas where the specifications, control drawings or equipment documentation is not sufficient for writing detailed testing procedures.

D. Participate in the resolution of system deficiencies identified during the commissioning, according to the contract documents.

E. Construction Record documents and specifications.

F. Insure that the CxA's submittals comments are incorporated into the Design Professional's submittal comments prior to sending to CM or GC for distribution.

G. Facility operating procedures for normal, abnormal, and emergency modes of operation.

H. Participate in resolution of design non-conformance and design deficiencies identified during the warranty-period commissioning process.

## 3.4 CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following brief overview:

1. Facilitate the coordination of commissioning and incorporate commissioning activities into the overall project.

2. Provide copies of all applicable submittals as required in Division 01 including all changes thereto.

3. Provide detailed startup procedures.

4. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, perform corrective actions.

5. Cooperate with the CxA for resolution of issues recorded in the Issues Log.

6. Attend commissioning team meetings held on a scheduled basis.

7. Furnish a copy of all construction documents, addenda, change orders and approved submittals and shop drawings related to commissioned equipment to the CxA. Furnish

a copy of the O&M literature to the CxA forty five (45) days after final equipment submittals.

8. In each purchase order or subcontract written, include requirements for submittal data, O&M literature, commissioning tasks and training.

9. Integrate and coordinate commissioning process activities with construction schedule.

10. Review and accept construction checklists provided by the CxA.

11. Review and accept commissioning process test procedures provided by the CxA.

12. Complete commissioning process test procedures.

13. Submit training plan for approval, coordinate training and provide qualified instructors for training of Owner personnel.

14. Assist the CxA as necessary in the seasonal testing, deferred testing an deficiency resolution.

15. Ensure that subcontractors correct deficiencies and make necessary adjustments to submittals, O&M manuals and red-lined drawings for applicable issues identified in any seasonal testing.

16. Provide written as-built controls drawings and sequences of operation for all equipment.

17. Provide a written list of time of day schedules and a schedule frequency to review them for relevance and efficiency.

18. Provide written recommendations for recalibration frequency of sensors and actuators by type and use.

19. Provide a written list of all user adjustable set-points and reset schedules with a brief discussion of the purpose of each and the range of reasonable adjustments with energy implications

20. Provide a written schedule frequency to review the various set-points and reset schedules to ensure they are current relevant and efficient values.

## 3.5 EQUIPMENT SUPPLIER'S RESPONSIBILITIES

A. Roles and Responsibilities

1. Provide all requested submittal data, including detailed start-up procedures and specific responsibilities of the Owner, to keep warranties in force.

2. Assist in equipment testing per agreements with subcontractors.

3. Provide information requested by CxA regarding equipment sequence of operation and testing procedures.

## 3.6 COMMISSIONING AGENT'S RESPONSIBILITIES

A. Roles and Responsibilities

1. The CxA is not responsible for the design concept, the design criteria, compliance with codes, design or general construction scheduling, cost estimating or construction management.

2. The CxA may assist with problem solving and non-conformance items or deficiencies, but the CxA is not the Design Engineer / Engineer of Record, and the commissioning process does not preclude the design engineer / Engineer of Record of responsibilities for system evaluations, adequacy of systems to meet the OPR, capacities of systems, quality control checks, or any of the other elements and recommended final acceptance of systems to the Owner.

3. The primary role of the CxA is to coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultants with all necessary parties, frequently updated timelines and schedules and technical expertise.

B. Commissioning Plan

1. The CxA shall develop a Commissioning Plan at the start of the project. The Commissioning Plan shall outline the organization, schedule, allocation of resources, and documentation requirements of the Commissioning Process.

2. The Commissioning Plan shall be a "living document" in which information is added to or modified by the Commissioning Team during the course of the Project.

3. At the end of the Project, the CxA shall provide the Owner with the Final Commissioning Plan for the Owner's use.

C. Document Review

1. Review the Owner's Project Requirements and Basis of Design developed by the design professionals.

2. Perform a focused review of the drawings and specification during the Design Development and near the end of the Construction Document Phase, if contracted.

3. Develop full commissioning specifications for all systems and equipment to be commissioned. The commissioning specifications will be subject to approval of the design team and included in the final construction specifications.

4. Review submittals applicable to systems being commissioned for compliance for commissioning needs, concurrent with the AE's reviews.

D. Cx Team Meetings

1. Commissioning during construction will begin with a 'Commissioning Kick-Off Meeting – for Construction Team' conducted by the CxA where the commissioning process is reviewed with all of the commissioning team members.

2. Additional meetings will be required throughout construction, and will be scheduled by the CxA on a weekly basis with necessary parties of the commissioning team attending, in order to plan, scope, coordinate, and schedule future activities and resolve problems.

E. Coordination and Scheduling

1. Coordinate and direct commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications, and consultations with all necessary parties.

2. Coordinate commissioning work with the CM/GC to ensure that commissioning activities are being scheduled into the master project schedule.

F. Commissioning Progress

1. Perform site visits, as necessary, to observe component and system installations.

2. Attend selected planning and jobsite meetings to obtain information on construction progress.

3. Review construction meeting minutes for revisions/substitutions relating to the commissioning process.

G. Pipe Testing, Flushing and Cleaning

1. Review and approve the pipe testing, flushing and cleaning plan submitted by the Contractor.

2. Witness all or part of the pipe testing, flushing and cleaning and be sufficiently confident that proper procedures are being followed.

3. Document via the online Commissioning Issues Log any deficiencies in the procedures or results.

H. Pre-Functional Checks

1. Verify proper installation of components, equipment, systems and assemblies. Sampling procedures may NOT be employed on systems and equipment.

I. Equipment and System Startup and Verification

1. Review and approve component, equipment, system and assembly startup plan developed and submitted by the Contractor.

2. Approve system startup by reviewing startup reports, if contracted; and by selected site observation.

3. Review the Testing, Adjusting and Balancing execution plan for the project, which shall be submitted by the TAB subcontractor.

4. Verify and document the accuracy of the air and water systems balancing by spot testing the air and water reported field values with TAB subcontractors and by reviewing completed reports.

J. Functional Performance Testing

1. With assistance from the Contractor, write Functional Performance Testing procedures for all components, equipment or systems to be commissioned.

2. With the assistance of the Contractors, coordinate Functional Performance Testing. Witness and approve Functional Performance Testing performed by the Contractors.

3. With the assistance of the Contractors, coordinate retesting as necessary until satisfactory performance is achieved.

4. Witness seasonal or deferred Functional Performance Testing as necessary.

K. Issue/Deficiency Logs

1. The CxA shall prepare a formal, ongoing, online record of deficiencies, problems and concerns – and their resolution – raised by members of the Commissioning Team during the Commissioning Process.

2. Issues will be recorded on an online Commissioning Issues Log for the AE, CM/GC and Contractors to resolve to the satisfaction of the Owner. Issues will be added by the CxA. Team members are required to post their own responses to issues pertaining to their work. Team members are required to respond to issues added to the list within five (5) working days of being added by the CxA.

3. Issues will be revisited one (1) time to verify that the proper corrections have been made. The Owner reserves the right to deduct from the Contractors' contract costs associated with additional revisits required for outstanding issues.

4. When issues are resolved, they will be closed on the Issues Log by the CxA.

L. Operation and Maintenance Data

1. The CxA shall review of the documentation submitted by the Contractor as required by the Specifications for completeness and accuracy. This commissioning review supplements, but does not replace, the Architect/Engineer's review.

2. Review equipment warranties to ensure that the Owner's responsibilities are clearly defined.

M. Training

1. The CM/GC and Contractors will provide all documentation and qualified training personnel for training.

2. The CxA will verify through the Contractor's plan and schedule, training agendas, and select observations that proper training procedures were followed on all commissioned systems.

3. See appropriate section below pertaining to training.

N. Systems Manual Requirements

1. Index of Systems Manual with notation as to content storage location if not in actual manual.

2. Executive Summary

3. A list of recommended operational record keeping procedures at the facility level, including sample forms, trend logs, or others, and a rationale for each.

4. Maintenance procedures, schedules and recommendations.

5. Ongoing Optimization

O. Post Occupancy Review

1. The CxA will return to the site within the 12-month warranty period to address the following: review current building operations with facility staff and address outstanding issues related to the Owner's Project Requirements; Interview facility staff and identify problems or concerns with operating the building; Identify problems covered under warranty or under the original construction contract.

2. The CxA will make suggestions for improvements in the content of the O&M Manuals. Any required changes shall be made by the contractor responsible for that section.

3. The CxA shall assist facility staff in developing reports, documents and requests for services to remedy outstanding problems.

P. Commissioning Final Report

1. The CxA shall provide a final report following the completion of all Functional Performance Testing. The report is to outline compliance and non-compliance to the construction documents, as well as identify concerns relative to future performance

## 3.7 GENERAL TESTING REQUIREMENTS

A. Prefunctional checklists are important to ensure that the equipment and systems are installed and operational. They ensure that functional performance testing (in-depth system checkout) may proceed without unnecessary delays. Each piece of equipment receives full Prefunctional checkout. The Prefunctional testing for a given system must be successfully completed prior to formal functional performance testing of equipment or subsystems of the given system. The Commissioning Authority shall complete the Pre-Functional checks in the field, with assistance from the installing Contractors (where necessary).

B. The installing contractors, under the direction of the CxA, shall perform Functional Performance Testing of systems and sub-system performance after Pre-Functional checks have been completed and all outstanding issues resolved.

C. The installing contractor will perform tests specified in Division 1 commissioning process activity Sections and other sections specifying testing procedures according to approved testing procedures.

1. Verify and test performance using actual conditions whenever possible.

2. Simulate conditions by imposing an artificial load when it is not practical to test under actual conditions. Set and document simulated conditions and methods of simulation. After test, return settings to normal operating conditions.

3. Alter set points when simulating conditions is not practical.

D. The CxA shall witness and document the results of all functional performance tests using the specific procedural forms developed for that purpose. Prior to testing, these forms are provided to the Contractors for review and comment.

E. Deficiencies/Non-Conformance

1. The CxA will record the results of the functional test on the test form. All deficiencies or non-conformance items shall be noted and reported to the Owner and Contractors on a standardized form.

2. Corrections of minor deficiencies identified may be made during the tests at the discretion of the CxA.

3. Every effort will be made to expedite the testing process and minimize unnecessary delays, while not compromising the integrity of the procedures.

4. As tests progress and a deficiency is identified, the CxA discusses the issue with the executing contractor.

5. When there is no dispute on the deficiency and the contractor accepts responsibility to correct it, the CxA documents the deficiency and the contractor's response and intentions or corrections. The CxA and contractor then proceed to another test or sequence. Once the contractor corrects the deficiency, the test is rescheduled and repeated in the anticipation of correct operation or function. If a deficiency is identified, the cost of retesting will be as per section 3.7.

6. When there is a dispute about a deficiency, regarding whether it is a deficiency or who is responsible, the CxA documents the deficiency and the contractor's response. The deficiency is then forwarded to parties assumed to be responsible for the deficiency. Resolutions are made at the lowest management level possible. Other parties are brought into the discussion as needed. Final interpretive authority is with the AE. Final acceptance authority is with the Owner and CxA. The CxA will then document the resolution process. Once the interpretation and resolution have been decided, the appropriate party corrects the deficiency. The CxA then reschedules the test as stated in the section above. Costs of retesting are as stated below in the applicable section.

F. Cost of Retesting

1. The cost for the contractor to retest a Prefunctional or functional test, if they are responsible for the deficiency, shall be theirs. If they are not responsible, any cost recovery for retesting costs shall be negotiated with the CM/GC.

2. For a deficiency identified, not related to any Prefunctional checklist or start-up fault, the following shall apply: The CxA will direct the retesting of the equipment once at no "charge" to the CM/GC for their time. However, the CxA's and owner's time for a second retest will be charged to the CM/GC, who may choose to recover costs from the responsible contractor or subcontractor. Before retesting occurs, the CM/GC will inspect the deficiency and respond to the CA that the issue has been addressed.

3. The time for the CxA and owner to direct any retesting required because a specific Prefunctional checklist or start-up test item, reported to have been successfully completed, but determined during functional testing to be faulty, will be back charged to the CM/GC, who may choose to recover costs from the party responsible for misinformation or deficiency.

4. The contractor shall respond in writing to the CxA and owner at least as often as commissioning meetings are being scheduled concerning the status of each apparent outstanding discrepancy identified during commissioning. Discussion shall cover explanations of any disagreements and proposals for their resolution.

5. Any required retesting by any contractor shall not be considered a justified reason for a claim of delay or for a time extension by the CM/GC, contractors or subcontractors.

G. Failure due to Manufacturer Defect

1. If 10% or three, whichever is greater, of identical pieces (size alone does not constitute a difference) of equipment fail to perform to the Contract Documents (mechanically or substantively) due to manufacturing defect, not allowing it to meet its submitted performance spec, all identical units may be considered unacceptable by the CM/GC, CxA or Owner. In such case, the Contractor shall provide the Owner with the following.

2. Within one week of notification from the CM/GC or Owner, the Contractor or manufacturer's representative shall examine all other identical units making a record of the findings. The findings shall be provided to the CM/GC or Owner within two weeks of the original notice.

3. Within two weeks of the original notification, the Contractor or manufacturer shall provide a signed and dated, written explanation of the problem, cause of failures, etc. and all proposed solutions which shall include full equipment submittals. The proposed solutions shall not significantly exceed the specification requirements of the original installation.

4. The CM/GC, CxA or Owner will determine whether a replacement of all identical units or a repair is acceptable.

5. Two examples of the proposed solution will be installed by the Contractor and the Contractor will be allowed to test the installations for up to one week, upon which the CxA or owner will decide whether to accept the solution.

6. Upon acceptance, the Contractor and/or manufacturer shall replace or repair all identical items, at their expense and extend the warranty accordingly, if the original equipment warranty had begun. The replacement/repair work shall proceed with reasonable speed beginning within one week from when parts can be obtained.

H. Approval

1. The CxA notes each satisfactorily demonstrated function on the test form. Formal approval of the functional test is made later after review by the CxA. The CxA recommends acceptance of each test to the Owner using a standard form.

I. Deferred Testing

1. Unforeseen Deferred Testing – If any check or test cannot be completed due to the building structure, required occupancy condition or other deficiency, execution of checklists and functional testing may be delayed upon approval of the Owner. These tests will be conducted in the same manner as the seasonal tests, as soon as possible. Services of necessary parties will be negotiated.

2. Seasonal Testing - During the warranty period, seasonal testing (tests delayed until weather conditions are closer to the system's design) shall be completed as part of this contract. The CxA shall coordinate this activity. Tests will be executed, documented and deficiencies corrected by the appropriate contractors, with facilities staff and the CxA witnessing. Any final adjustments to the O&M manuals and record documents due to seasonal testing will be made by the contractor.

## 3.8 SYSTEMS TO BE COMMISSIONED

A. Refer to individuals sections listed in Section 1.2 – SUMMARY for specific systems to be commissioned.

## 3.9 OPERATION AND MAINTENANCE MANUALS

A. The specific content and format requirements for the standard O&M manuals are detailed in Division 01. Special requirements for the controls contractor and TAB contractor are found in Division 23.

B. AE Contribution – The AE will include in the beginning of the O&M manuals a separate section describing the systems including the Basis of Design prepared by the AE. They will also provide Simplified professionally drawn single line system diagrams on 8 ½" x 11" or 11" x 17" sheets. These shall include (ex. chillers/hot water system(s), condenser water system, supply air systems, exhaust systems, etc.). These shall show major pieces of equipment such as (ex. pumps, chillers, heat exchangers, control valves, expansion tanks, coils, service valves, etc.).

C. CxA Review and Approval - Prior to substantial completion, the CxA shall review the O&M manuals, documentation and record documents for systems that were commissioned to verify compliance with the Specifications. The CxA will communicate deficiencies in the manuals to the CM/GC, Owner or AE, as requested. Upon a successful review of the corrections, the CxA recommends approval and acceptance of these sections of the O&M manuals to the CM/GC, Owner or AE. The CxA also reviews each equipment warranty and verifies that all requirements to keep the warranty valid are clearly stated. This work does not supersede the AE's review of the O&M manuals according to the AE's contract.

## 3.10 TRAINING OF OWNER PERSONNEL

A. The CM/GC and contractors shall be responsible for training coordination, scheduling and ultimately for ensuring that training is completed.

B. The CxA shall oversee the training of Owner's personnel for commissioned equipment and systems.

1. The CxA shall interview the Owner's staff to determine the special needs and areas where training will be most valuable. The Owner and CxA shall decide how rigorous the training should be for each piece of commissioned equipment. The CxA shall communicate the results to the CM/GC and contractors. Who will in turn communicate to the subcontractors and vendors who also have training responsibilities.

2. In addition to these general requirements, the specific training requirements of Owner personnel by contractors, subcontractors and vendors is specified in the individual sections listed in Section 1.2 – SUMMARY.

3. Each Sub and vendor responsible for training will submit a written training plan to the CM/GC and/or contractors for review and approval prior to training. The CM/GC and/or contractors will submit one comprehensive training plan to the CxA and Owner.

4. The plan will be reviewed by the CxA and Owner. Comments pertaining to its deficiencies will be forwarded to the CM/GC and Contractors. The training plan will be rewritten until approved by the CxA and Owner The final approved training plan will cover the following elements:

    a. Equipment (included in training)

    b. Intended audience

    c. Location of training

    d. Objectives

    e. Subjects covered (description, duration of discussion, special methods, etc.)

    f. Duration of training on each subject

    g. Qualified instructor for each subject

    h. Instructor qualifications

    i. Methods (classroom lecture, video, site walk-through, actual operational demonstrations, written handouts, etc.)

5. For the primary HVAC equipment, the Controls Subcontractor shall provide a discussion of the control of the equipment during the mechanical or electrical training conducted by each subcontractor or vendor.

6. Training documentation shall include the following items:

    a. Copy of the training plan, including schedule, syllabus, and agenda.

    b. Copy of the Owner's Program Requirements.

    c. Copy of the Basis of Design.

    d. Compiled operations manuals.

    e. Compiled maintenance manuals.

    f. Completed manufacturer training manuals.

    g. Red-lined drawings.

h. Other pertinent documents.

7. The CxA develops criteria for determining that the training was satisfactorily completed, including attending some of the training, etc. The CxA recommends approval of the training to the Owner using a standard form. The owner signs the approval form/letter template.

8. At one of the training sessions, the CxA presents a presentation discussing the use of the blank functional test forms for re-commissioning equipment

9. Video taping of the training sessions in DVD format will be provided by the CM/GC, with tapes cataloged by the CM/GC and added to the O&M manuals, if required by Division 1 specifications.

10. The mechanical design engineer shall at the first training session present the overall system design concept and the design concept of each equipment section. This presentation shall be one to two hours in length and include a review of mechanical systems using the simplified system schematics (one-line drawings).

## 3.11 REPORTING

A. The CxA will provide regular reports to the Owner, on a pre-determined frequency in accordance with the project schedule. The CxA will regularly communicate with all members of the commissioning team, keeping them apprised of commissioning progress and scheduling changes through, memos, progress reports, etc.

B. The CxA will keep all documentation and log all commissioning-related issues that require current or future attention including deficiencies. An agreed-upon form will track the status of documentation and testing for each piece of equipment and system.

## 3.12 COMMISSIONING DOCUMENTATION

A. The CxA oversees and maintains the development of commissioning documentation. The commissioning documentation shall be kept in three ring binders, and organized by system and sub-system when practical. All pages shall be numbered, and a table of contents page(s) shall be provided. The commissioning documentation shall include, but not be limited to, the following:

1. Plan for delivery and review of submittals, systems manuals, and other documents and reports.

2. Identification of installed systems, assemblies, equipment, and components including design changes that occurred during the construction phase.

3. Process and schedule for completing construction checklists and manufacturer's prestart and startup checklists for systems, assemblies, equipment, and components to be verified and tested.

4. Certificate of completion certifying that installation, prestart checks, and startup procedures have been completed.

5. Certificate of readiness certifying that systems, subsystems, equipment, and associated controls are ready for testing.

6. Test and inspection reports and certificates.

7. Corrective action documents.

8. Verification of testing, adjusting, and balancing reports.

9. Approved final test and balance report for the building being commissioned.

10. All accepted shop drawings of systems equipment. Shop drawings shall be full size sheets folded as required to fit in binders.

11. All pre-functional performance test checklists, signed by personnel performing and/or witnessing test, organized by system and sub-system.

12. All verification and functional performance test checklists/results, signed by personnel performing and/or witnessing test, organized by system and sub-system. This information may be used for calibrating the original energy simulation model. The revised model will be used to create the baseline for energy use in the building.

*****END OF SECTION 01 91 13*****

# SECTION 01 95 00 BIM COORDINATION

## 1.0 GENERAL

## 1.1 GENERAL PROVISIONS

A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 – GENERAL REQUIREMENTS which are hereby made a part of the Section of the Specifications.

## 1.2 SUMMARY

A. The Contractor shall direct the creation of a computer-based building information model (BIM) create by the following trades for the BIM Coordination process:

1. Structural Steel.
2. Concrete.
3. HVAC.
4. Electrical (including communications and security as applicable).
5. Plumbing.
6. Fire Protection.

B. The Contractor shall review and verify the model. Owner will provide a base model.

C. All relevant models will be incorporated into one review file for use during coordination meetings. The Coordination Team shall utilize NavisWorks clash detection software to expedite the drawing review process and resolution. Subcontractor models must be submitted in a model format that is compatible with NavisWorks.

## 1.3 DEFINITIONS

A. Coordination Team: Contractor and Subcontractors.

B. 3D Coordination Model: Electronic 3D geometric representation combining all trades involved in the coordination process.

C. 3D Subcontractor Model: Electronic 3D geometric representation of the trade specific building elements to be installed for a specific contractor's scope of work.

D. VDC Modeling Manager: Contractor appointed personnel responsible for working with the model and for guiding the 3D coordination process.

E. Subcontractor BIM Production Modeler: Subcontractor personnel responsible for working with the model and for interpreting the information provided within the model.

F. Clash Detection Software: NavisWorks Manage 2011 minimum, or other version as determined by the Contractor.

## 1.4 SUBMITTALS

A. Contractor's Coordination Model: The coordination model will be reconciled by each Subcontractor to find the best collective solution to the coordination of all items.

1. Each Subcontractor will supply a 3D Subcontractor Model for their own scope of work separated by areas as directed by Contractor.

2. Each Subcontractor will be responsible for working in harmony with the other Subcontractors to resolve coordination issues.

3. Subcontractor models will be color coded to provide delineation between systems.

4. 2D coordination drawings will still be required as directed by Contractor and required for shop drawing approvals.

## 1.5 SCHEDULE

A. Time is of the essence on this project. Contractor is responsible for all efforts, methods, procedures and costs required to meet or better the scheduled dates. If, at any time, it is determined by the Contractor or the Contractor that this Contractor is not on schedule for any reason within the control or responsibility of the Contractor, the Contractor shall increase its manpower or work such overtime as is required to bring the work back within the Project Schedule. Such additional efforts shall be performed at no additional cost to the Owner.

B. The proposed schedule includes "estimated" start dates for the construction activities. In the interest of the Project, the Contractor reserves the right to alter the sequencing of activities in order to accommodate the project conditions or Owner requirements. It is understood that the Contractor shall be obligated to complete its activities within the specified durations regardless of the actual start date. Contractor agrees to meet or better each duration.

# 2.0 PRODUCTS

## 2.1 MODELS

A. 3D Subcontractor Model – computer generated 3D drawings used for coordination, conflict resolution, fabrication, and as-built documentation.

1. Each Subcontractor will be responsible for producing a model/models to represent the work of the Subcontractor in accordance with the work breakdown structure to be provided by the Contractor.

2. If the Subcontractor does not have the in-house capability to produce the required model/models, the Contractor may utilize the service of an outside entity to provide this service. The Subcontractor shall, within seven (7) business days of being identified as the approved low bidder, provide to the Contractor and Contractor the name, qualifications and experience history of the proposed BIM Production Modeler. The BIM Production Modeler shall have experience on projects of similar size, scope and complexity. The Contractor has the right to approve any proposed BIM Production Modeler. If the BIM Production Modeler proposed is not approved by the Contractor, then the Subcontractor shall identify another firm acceptable to the Contractor without any change in cost.

3. All elements must be drawn to scale and shall be a true representation of what is to be installed in the field in all three dimensions.

4. File origin or project insertion point (x,y,z) shall be agreed upon by the project team. Any conflicts that arise due to non-adherence with the insertion point shall be the responsibility of the non-compliant Subcontractor.

5. The file naming convention shall be broken down as follows: trade_level_date:

6. Example “MS_FLR1_070109.dwg” where “MS” designates the mechanical trade contractor, “FLR1” is the building level, and “070109” indicates the date the file is posted.

7. Model coordination files will be saved to the project intranet site for access by all trades, Contractor and the owner’s representative. The folder structure will contain a “Current Model” file folder and an “Old Model” file folder. It will be the Subcontractor’s responsibility to maintain the appropriate models in the correct file at all times.

8. When an update to a model has been posted each Subcontractor shall issue a notification via email to each of the other coordination team members notifying them that new information is available. Email, however, shall not be the primary method of delivering model or drawing updates.

9. Working units, unless otherwise specified, shall be in inches.

10. All trades must use a separate color as agreed upon. Colors and/or textures per standards shall be provided by the Contractor VDC Modeling Manager.

11. Each Subcontractor shall maintain their own model files as sole author. Subcontractors are responsible for providing the team with NavisWorks compatible files for their scope of work which will be used for coordination. In some cases separate files will be requested for specific systems within a trade in order to provide the Contractor with greater functionality in the record model.

12. In the event the design changes are issued by bulletin which will result in changes in the model/models, it is the responsibility of the Subcontractor to make any and all changes required for coordination and compliance with the design. The Subcontractor may include the cost of modeling and coordination if warranted into their request for change authorization.

13. Subcontractors will grant the Contractor a perpetual, fully paid license to use the models produced by this agreement.

A. Ownership:

1. The CADD files, AutoCAD architecture files, TIF files, shop drawings, RFI's, as-built drawings, etc. (collectively "Project Information"): The Subcontractor agrees it will keep all project information in strict confidence and will not use on any other project or for any other reason. The Subcontractor further agrees it will not disseminate the project information to anyone except with a need to know.

## 3.0 EXECUTION

## 3.1 MODEL COORDINATION PROCESS

A. Coordination Meetings

1. Each Subcontractor is required to take part in regular coordination review meetings. The time and place for these meetings will be established by Contractor.

2. Contractor shall include Owner and Architect in all coordination meetings and coordinate level of participation as needed for coordination. BIM Coordination updates shall be part of in each job-meeting

3. The purpose of the coordination meeting is to identify and resolve probable interferences between building systems.

4. Subcontractors shall supply a Subcontractor Modeling Manager or person authorized to act and make decisions on behalf of their organization.

5. If conflicts are identified and a resolution is agreed upon it is the Subcontractor's responsibility to have the necessary changes made in their model and republish said model to the project intranet site in time for the next meeting unless another timeframe is agreed upon.

B. Coordination Process

1. Step 1: Subcontractors to identify conflicts between their system model and the base model and resolve with the Contractor and design team prior to MEP coordination meeting.

2. Step 2: Subcontractors to identify any required penetrations in architectural and structural elements for their work prior to MEP coordination meeting.

3. Step 3: Subcontractors to provide system model to the Contractor. Contractor will integrate system model with base model in NavisWorks to create a "coordination model".

4. Step 4: Subcontractors and the Contractor to meet, review, and resolve clashes/conflicts within the coordination model.

5. Step 5: Subcontractors make changes to their system model per resolutions from MEP coordination meeting.

6. Step 6: Repeat steps 3 through 5 until all clashes/conflicts have been resolved in the coordination model.

C. Equipment Models: All equipment specified and intended to be used for installation shall be represented in the coordination model as a fully functional 3D component with the following characteristics:

1. Create models in a software application capable of embedding all information specific to that equipment which would typically be available in the required shop drawings and submittals.

2. Construct the models to accurately identify all of the physical components including:

   a. Length, width and height of equipment.

   b. Weight of equipment.

   c. Accurate location of all facility connection points.

   d. Proper identification of required supports whether provided by the Subcontractor or others.

   e. Access for maintenance and/or filter changes locations.

   f. Clearances required for proper ventilation and/or maintenance.

   g. OSHA clearances.

3. Include all clearance requirements for the equipment as outlined by the equipment manufacturer and all applicable building codes. Identify clearances on a specific layer that can be turned off for coordination purposes. Identify clearances as solid planes ("no fly zones") which will register as clashes during the coordination effort.

4. Provide equipment model information to the Contractor in its native (*.dwg) format as well as IFC format (IFC format describes the behavior, relationship, and identity of a component object within a model).

D. Record Information

1. Upon completion of coordination activities for a floor area as deemed appropriate by Contractor, a 2D drawing or series of drawings representing the floor or area will be printed for review by the Contractor and all members participating in the coordination. This will become the record coordination document.

2. Subcontractors shall maintain their models during construction to match the 'as-built' condition of their installed work.

3. The Contractor will deliver to the Contractor, at the completion of the project, a record construction model in NavisWorks that incorporates all of the trade models, fabrication models and updated design models. The native files from each trade shall also be provided. In addition the Contractor will deliver to the Contractor, an updated NavisWorks model.

E. Change Conditions

1. In that design changes are issued by bulletin, CCD or other method the applicable Subcontractors will make the changes required in their model/models to support the coordination process without delay.

## 3.2 3D MODELING

A. Order of Modeling:

1. Unless otherwise noted in the bid packages and trade contractor agreement, the sheet metal contractor shall publish a base model with the major trunk lines which will serve as the basis for the other trades to begin their individual models.

B. Stratification:

1. Each Subcontractor will be assigned specific work zone elevations (top and bottom) to run racks and mains. The assigned trades will take precedence in these areas, when traveling outside of these areas the following order of importance rules apply. Additional rules may be instituted at the first coordination meeting.

a. Immovable objects (equipment pads, hoods, shafts).

b. Graded piping routed throughout floors (waste, storm drainage, high purity).

c. Item coordinated with structure (duct penetrations shown on structural).

d. Items located in their designated area (piping zone, pipe rack, cable tray).

e. Items that require access (VAV's, shut off valves, fire/smoke dampers, and similar items).

C. System Models and Level of Detail:

1. The level of detail defined in each section below (Modeling Standards) is the minimum level of detail required in the model. Greater detail than the minimum should be incorporated in the model whenever inclusion of such detail will improve spatial or sequencing coordination of the work.

2. To the extent that location can be determined from the construction documents, the model will reflect that location. The intent of this model is to show the ductwork and piping, and similar items in as true representation of the actual condition at construction completion.

3. Pre-purchased equipment shall be the responsibility of the Subcontractor assigned to receive, install and coordinate the equipment, and they shall be fully responsible for layout, 3D drawings and coordination of the pre-purchased equipment.

4. Each Subcontractor is responsible for modeling protected access zones. Access zones should be drawn at 60% shading as not to obscure the main fixture or element being protected, or shall have another similar identifying characteristic.

5. Individual model elements (such as VAV boxes, pumps, and similar items) described in further detail below shall each contain the specific and individual name assigned to it as per the design documents, following the approved naming conventions established by the Contractor's VDC.

D. Modeling Standards:

1. HVAC Sheet Metal Standards

a. All ducts, related accessories (including but not limited to standard dampers, fire dampers, VAV boxes, diffusers, turning vanes, etc.) and HVAC equipment will be modeled.

b. Ducts will be modeled to the outside face dimension of duct or duct insulation. Hangers must be modeled where necessary to coordinate with the work of other trades.

c. Access zones shall be modeled for all elements requiring access including but not limited to equipment, fixtures, standard dampers, fire dampers, VAV boxes, diffusers, turning vanes, and similar items.

d. All equipment shall be modeled to its overall height, width and depth.

e. All access panels shall be modeled, including access zones above and below.

f. In the event that seismic bracing for suspended elements is required by code, such bracing shall be included in the model.

2. HVAC Piping Standards

    a. All piping, related accessories (valves, air vents, drain valves, flow meters, etc.) and HVAC equipment will be modeled.

    b. Pipes will be modeled to the outside diameter of the pipe or pipe insulation. Hangers must be modeled where necessary to coordinate with the work of other trades.

    c. Equipment will be modeled to its overall height, width and depth.

    d. Access zones shall be modeled for all elements requiring access including but not limited to equipment, fixtures and valves.

    e. All access panels shall be modeled, including access zones above and below.

    f. In the event that seismic bracing for suspended elements is required by code, such bracing shall be included in the model.

3. Plumbing and Specialty Piping Standards

    a. All plumbing, specialty piping, related accessories (valves, air vents, drain valves, flow meters etc.) and equipment will be modeled (piping 1-1/2" diameter or larger). Process piping 2" diameter or larger shall be modeled.

    b. Pipes will be modeled to the outside diameter of the pipe or the pipe insulation. Pipe slope will be incorporated in the model. Hangers must be modeled where necessary to coordinate with the work of other trades.

    c. Equipment will be modeled to its overall height, width and depth.

    d. Access zones shall be modeled for all elements requiring access including but not limited to equipment, fixtures, valves and cleanouts.

    e. All access panels shall be modeled, including access zones above and below.

    f. In the event that seismic bracing for suspended elements is required by code, such bracing shall be included in the model.

4. Electrical Standards

    a. All conduit/MC cabling (1- 1/2" diameter and larger), power feeds to equipment, switch gear, panels, junction box and pull station locations will be modeled. Where groups of smaller conduit totaling 1- 1/2" diameter or larger are located, a graphic representation of the overall dimension of the grouped conduit may be substituted.

    b. Light fixtures with above-ceiling space requirements are to be included in the model and coordinated with reflected ceiling plan. All access zones or clearances to maintain light fixtures will also be modeled.

c. Equipment and cable tray with access zones to be included in the model along with unistrut supports. Equipment will be modeled to its overall height, width and depth.

d. Equipment and junction box access zones per specification and code (whichever is greater) shall be modeled.

e. All access panels shall be modeled, including access zones above and below.

f. In the event that seismic bracing for suspended elements is required by code, such bracing shall be included in the model.

5. Fire Protection (Sprinkler, Fire Alarm)

a. All components of the fire protection system will be modeled.

b. Access zones shall be modeled for all elements requiring access including but not limited to equipment, fixtures, valves and controllers.

c. Locate all piping, valves, fire pump, sprinkler heads, heat and smoke detectors.

d. All access panels shall be modeled, including access zones above and below.

e. In the event that seismic bracing for suspended elements is required by code, such bracing shall be included in the model.

6. Concrete

a. All concrete shall be modeled.

7. Structural Steel

a. All structural steel shall be modeled, including but not limited to columns, beams, braces, gusset plates, connections, reinforcing plates and angles, pour stops, metal grating, seismic or secondary supports and beam penetrations.

b. The model elements shall contain non-graphic information that associates each element with its erection sequence as appropriate and identifies the size of the structural element.

*****END OF SECTION 01 95 00*****