DERUYTER CSD

2024 CAPITAL PROJECT

AM Project No. 23062

PROJECT MANUAL

Volume 1

Divisions 00 – 01

September 17th, 2026

125 East Jefferson Street / Syracuse, NY 13202 / P 315.425.1814 / www.ashleymcgraw.com

PROJECT TEAM LISTING 00 0100

DERUYTER CENTRAL SCHOOL DISTRICT: 2024 Capital Project

Main Building	**N.Y.S.E.D. No. 25-03-01-04-0-001-024**
Main Building (SSBA)	**N.Y.S.E.D. No. 25-03-01-04-0-001-020**
Annex Building	**N.Y.S.E.D. No. 25-03-01-04-0-007-007**

September 17th, 2026

OWNER

DERUYTER CENTRAL SCHOOL DISTRICT
711 Railroad Street
DeRuyter, New York, 13052
Phone: 315.852.3400

ARCHITECT

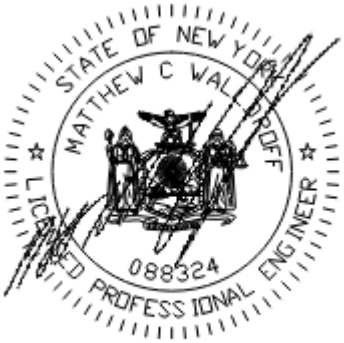
ASHLEY McGRAW ARCHITECTS, D.P.C.
125 East Jefferson Street
Syracuse, New York 13202
Phone: 315.425.1814

CONSTRUCTION MANAGER

LECHASE
609 Erie Blvd West
Syracuse, New York 13204
Phone: 315.423.0015

MECHANICAL, ELECTRICAL & PLUMBING ENGINEER

JADE STONE
444 Vandusee Street
Watertown, NY 13601
Phone: 315.836.4062



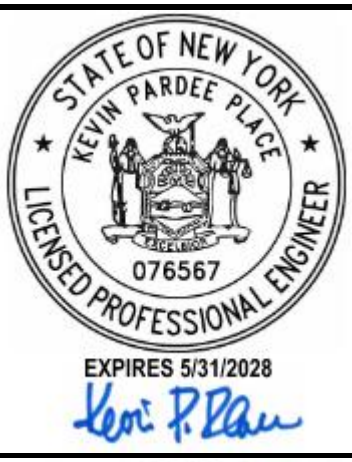
REGISTRATION EXPIRES: 11/30/2027

LANDSCAPE ARCHITECT

KEPLINGER FREEMAN ASSOCIATES
6320 Fly Road
Suite 109
East Syracuse, New York 13057
Phone: 315.445.7980

STRUCTURAL ENGINEER

PLACE ENGINEERING
8505 Numebr 2 Road E
Manlius, New York 13104
Phone: 315.256.3723



HAZARDOUS MATERIALS CONSULTANT

ENERGY & ENVIRONMENT
6443 Ridings Road
Suite 134
East Syracuse, New York 13206
Phone: 315.569.2139

Ashley McGraw Architects, D.P.C. certify that to the best of our knowledge, information, and belief, the design of this project conforms to all applicable provisions of the New York State Uniform Fire Prevention and Building Code, the New York State Energy Conservation Code, and the building standards of the New York State Education Department.

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END OF SECTION 00 0210

NOTICE IS HEREBY GIVEN, that sealed proposals are sought and requested by the DeRuyter Central School District for Work of Multiple Contracts consisting of Alterations to District Buildings listed below in accordance with Drawings, Specifications, and other Bidding and Contract Documents prepared by Ashley McGraw Architects, 125 East Jefferson Street, Syracuse, New York 13202.

DeRuyter Central School District – 2024 Capital Improvement Project

Main Building - N.Y.S.E.D. No. 25-03-01-04-0-001-024
Main Building – (SSBA) - N.Y.S.E.D. No. 25-03-01-04-0-001-020
Annex Building - N.Y.S.E.D. No. 25-03-01-04-0-007-007

Bids are requested for the following Prime Contracts:

General Contractor
Mechanical Contractor
Plumbing Contractor
Electrical Contractor
Elevator Contractor

Bids shall be submitted in writing, using the forms provided by the Architect. Bid packages must be clearly marked with the contract being bid.

Sealed Bids will be received until **3:30pm, local time on 10/15/2026** at the **DeRuyter CSD District Office**, 711 Railroad Street DeRuyter, New York, 13052, at which time all bids will be opened and read aloud at the **Main Building Library.**

The Bidding Documents shall be available beginning **9/17/2026** and may also be examined at the following locations:

Builders Exchange of the Southern Tier	15 Belden Street Binghamton, NY 13903	www.bxstier.com
Builders Exchange of Rochester, Inc.	180 Linden Oaks, Suite 100 Rochester, NY 14625	www.robex.com
Construction Exchange of Buffalo & Western New York, Inc.	2660 William Street Buffalo, NY 14227	www.conexbuff.com
Eastern Contractors Association, Inc.	6 Airline Drive Albany, NY 12205	www.ecainc.org
Dodge Data & Analytics	Online	www.construction.com
Mohawk Valley Builders Exchange, Inc.	10 Main Street, Suite 202 Whitesboro, NY 13492	www.mvbe.com
Northern New York Builders Exchange, Inc.	22074 Fabco Road Watertown, NY 13601	www.nnybe.com
Construction Market Data	Online	www.cmdgroup.com
Syracuse Builders Exchange, Inc.	6563 Ridings Road Syracuse, NY 13206	www.syrabex.com
Works in Progress	20 Farrell Street South Burlington, VT 05403	www.worksinprogress.com
Ashley McGraw Architects	125 East Jefferson St. Syracuse, NY 13202	

Drawings, Specifications, and Bid Form(s) (Contract Documents) may be obtained at the **Plan Holder, Plan & Print Systems, Inc., (telephone 315-437-5111)** 6160 Eastern Avenue Syracuse, New York 13211, as follows:

- Paper Set: A deposit of $100.00 is required for each complete PAPER set. A separate, non-refundable check in the amount of $25.00 per PAPER set is required for shipping and handling.

- Electronic Format:
  - In lieu of (or in addition to) a PAPER set of Construction Documents, bidders may request from the Plan Holder an electronic download from the Plan and Print website for a non-refundable cost of $50.00. Checks for deposits for Contract Documents shall be made payable to the DeRuyter CSD (but delivered to Plan Holder).
  - Checks for shipping and handling costs shall be made payable to the Plan Holder, or bidders may provide their own UPS or FedEx account number or pick up documents in person.

Cash is not acceptable as a deposit for Contract Documents. Partial sets requested shall be obtained by interested parties, at their cost, with no money returned.

Documents may also be viewed free of charge at the Plan Holder's website.

CHECKS RECEIVED WITHOUT TELEPHONE NUMBER, FAX NUMBER, AND SHIPPING ADDRESS SHALL BE RETURNED:

PLANS AND SPECS WILL NOT BE SHIPPED TO POST OFFICE BOXES.

Bidders who have paid aforesaid deposit for an entire set of Bidding and Contract Documents and return such sets to Plan Holder in good condition within thirty (30) calendar days after opening of bids, shall receive refund of such deposit for each set, not exceeding three (3), so returned to Plan Holder.

As bid security, each proposal shall be accompanied by a Certified Check or Bid Bond made out to Owner, in accordance with amounts and terms described in INSTRUCTIONS TO BIDDERS.

The Owner reserves the right to waive any informalities in, or to reject, any and all bids. No bidder may withdraw his proposal within forty-five (45) calendar days of actual date of opening thereof.

Pre-Bid Conference: DeRuyter CSD has scheduled a Pre-Bid Conference to review specific requirements of these contracts. All prospective bidders are strongly encouraged to attend. The Pre-Bid Conference is scheduled for **3:00 PM on September 29th, 2026**. The location of the Pre-Bid Conference will be the Main Building Library.

Site Visits: All site visits are to be coordinated through the Owner, DeRuyter Central School District. Contact Jody VanDee (vandee@deruytercentral.org) or at (315-852-3400 x7301).

Questions from Bidders:

- All Requests for Information (RFI) shall be made in writing, submitted via email only to all the following:
  - LeChase Construction Management - Lee Stepp (lee.stepp@lechase.com)
  - Ashley McGraw Architects - Gregory Warner (warner@ashleymcgraw.com)
- If deemed necessary by the Architect, questions will be answered via a written Addendum sent to all Bidders.
- Questions will not be accepted orally in conversations or over the phone, and any non-written responses to such shall not be deemed valid.

END OF SECTION 00 0300

AIA DOCUMENT A701

AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:

DeRuyter Central School District 2024 Capital Project

Architect No.: 23062

THE OWNER:

DeRuyter Central School District
711 Railroad Street
DeRuyter, New York 13052
Telephone No.: 315-852-3400

THE ARCHITECT:

Ashley McGraw Architects, D.P.C.
125 East Jefferson Street 15th Floor
Syracuse, New York 13202
Telephone No.: 315-425-1814

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

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

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

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

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User Notes: (68a336ec546be2d76388700c)

ARTICLE 1 DEFINITIONS

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

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

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

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

§ 1.4.1 The DeRuyter Central School District invites bids on Bid Forms in the Project Manual. Bids must be received by Owner at date, time, and location indicated in ADVERTISEMENT FOR BIDS.

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

§ 2.2 Each bidder must inform themselves fully of conditions relating to construction project and material required for complete construction of project. Failure to do so shall not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions set forth in his bid. Insofar as possible, the Contractor carrying on his/her work must employ such methods or means as to not cause any interruptions of or interference with work of any other Contractor.

§ 2.3 At the time of opening of bids, each bidder shall be presumed to have inspected site and read and to be thoroughly familiar with Plans and Specifications (including Addenda). The failure or omission of any bidder to

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receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid as defined elsewhere in these PLANS AND SPECIFICATIONS FOR BIDDING.

§ 2.3.1 Access to the site will be permitted by the Owner at the Pre-Bid Conference, as indicated in Advertisement for Bids. Additional opportunities to visit the site may be granted, at the sole discretion of the Owner). Please contact Dr. Neal Capone (DeRuyter CSD, Superintendent) at 315-852-3400. Bidders shall notify the Owner a minimum of 24 hours in advance.

§ 2.4 Whenever material, article or piece of equipment is identified on Plans or Specifications by reference to manufacturers' or vendors' names, catalog number, etc., it is intended to establish the standard of quality and performance desired. It is not the intention of Architect or Owner to eliminate from consideration products that are comparable in quality and performance to those specified.

§ 2.5 The Contractor shall pay all sales, consumer, and use and other similar taxes required by law. Legal exemptions also apply. Project shall be bid, contract drawn, and payments made in accordance with amended Tax Law Section 11.15 (a) 15 for Tax Exempt Organizations, where all, labor and material are tax exempt. The signed Contract is sufficient proof of exempt status of purchase made for such Contract. **This project is Tax Exempt and Contractors are not required to pay sales tax on materials incorporated in project**.

§ 2.5.1 Owner shall supply Contractor with bona fide copies of Owner's Certificate of Exemption from New York State Sales Tax.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents from the issuing office designated in the advertisement or invitation to bid.

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

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

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

§ 3.2.2.1 No interpretation of the meaning of Plans, Specifications or other Contract Documents shall be made to any bidder orally. Every request for such interpretation should be in writing addressed to Ashley McGraw Architects and to be given consideration must be received at least seven (7) days prior to the date fixed for opening of bids.

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Any and all such interpretations and any supplemental instructions shall be in the form of written Addenda to Specifications which, if issued, shall be distributed to all prospective bidders not later than four (4) days prior to date fixed for the opening of bids. Failure of bidder to receive any such Addendum or interpretation by reason of not providing the Planholder with proper address and responsible person to whom such Addendum should be transmitted shall not relieve any bidder obligations required by said Addendum. All Addenda so issued shall become part of the Contract Document. All Addenda received shall be acknowledged on Bid Forms.

§ 3.2.2.2 Exception: An Addendum withdrawing the request for Bids, or one which includes postponement of the date for receipt of Bids, may be faxed or emailed at any time.

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

§ 3.2.4 Requests for Interpretation (RFIs) shall be e-mailed to the following addresses: Jones@ashleymcgraw.com

§ 3.3 Equivalency

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

§ 3.3.1.1 In Specifications sections, where two (2) or more kinds, types, brands or manufacturers of materials are named, they are regarded as required standard of quality and presumed to be equal. The bidder may select one of these items or if bidder desires to use any kind, type, brand or manufacturer or material other than those named in specification, he/she shall indicate, in writing, when requested, and prior to award of contract, the kind, type, brand or manufacturer included in base bid for specified item.

§ 3.3.2 Substitution Process

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

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

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

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

§ 3.4 Addenda

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

§ 4.1.1.1 Each bid shall be submitted on Bid Forms provided in this Project Manual. All blank spaces for bid prices must be filled in, in ink or typewritten in both words and figures. Each bid shall be submitted in sealed envelope bearing on outside the name and address of bidder, name of project for which bid is submitted. If forwarded by mail, the sealed envelope containing bid and marked as above, shall be submitted inside another envelope addressed to Owner.

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

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

§ 4.1.3.1 This Contract shall be awarded to responsive and responsible bidder whose proposal complies with all conditions to render it formal and able to furnish approved surety bonds and whose bid is the lowest number of dollars as defined below. No bid shall be accepted which does not have bid written in words. Lowest bid may be BASE BID and/or combination of Alternates listed on Bid Forms that Owner desires to accept. The Owner reserves the right to accept or reject any or all bids and to waive any informalities or technicalities in any proposal in the interest of the DeRuyter Central School District, DeRuyter, New York.

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

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

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

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

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

§ 4.2 Bid Security

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

Certified check of bidder or Bid Bond prepared on AIA Form A310 duly executed by bidder as principal and surety thereon by New York State approved surety company naming Owner as payee or obligee, in amount of five (5) percent of bid. Certified check or Bid Bonds shall be returned to all except three (3) lowest bidders within three (3) days after formal opening of bids, and remaining cash, checks or bonds shall be returned to three (3) lowest bidders within forty eight (48) hours after Owner and accepted bidder have executed Contract or, if Contract has not been so executed, within forty five (45) days after date of opening of bids, upon demand of bidder at any time thereafter, so long as he has not been notified of acceptance of his bid. Surety company or companies shall be acceptable to Owner, licensed to do business in New York State, and listed with U.S. Treasury in Circular No. 570.

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§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

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

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

As outlined herein and in advertisement for bid.

§ 4.3.1.1 Pre-Bid Conference: Architect (and or Construction Manager) schedule a Pre-Bid Conference in order to review specific Scope of Work items required of Contractor to perform work in accordance with the terms and conditions. The Pre-Bid Conference is scheduled at the date, time, and location indicated in ADVERTISEMENT FOR BIDS.

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

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

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«**§ 4.4.4** The Owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to scheduled time for opening of bids or authorized postponement thereof. Any bid received after time and date specified shall not be considered. No bidder may withdraw their bid within thirty (30) calendar days after actual date of opening thereof, unless willing to surrender their Bid Bond or certified check.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

§ 5.3 Acceptance of Bid (Award)

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

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

§ 5.3.3 FAILURE TO ENTER INTO CONTRACT: The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has been notified of acceptance of his bid, shall forfeit to Owner, as liquidated damages for such failure or refusal, the security deposit included with his bid.

§ 5.3.3.1 LAWS AND REGULATIONS

A. Bidder's attention is directed to the fact that all applicable state and municipal laws, orders, rules and regulations of all authorities having jurisdiction over construction work in locality of the project shall apply to Contract throughout and they shall be deemed to be included in Contract the same as though herein written out in full. Special attention is directed to the following statutory requirements:
   1. Labor Law S220, subd. 2, re: Eight (8) Hour Day, five (5) Day Week.
   2. Labor Law S220, subd. 3 and S220-d, re: Wage Rates.
   3. Labor Law S220-e, re: Anti-Discrimination, including all subparts.
   4. Labor Law S222-e, re: Elimination of Dust Hazard.
   5. General Municipal Law 101, re: Independent Bidding and Award of Separate Prime Contracts.
   6. General Municipal Law 103D, re: Non-Collusion.
   7. General Municipal Law 103E, re: Equivalencies.
   8. General Municipal Law 106B, re: Payment of Contractors and Subcontractors.
   9. General Municipal Law 108, re: Workman's Compensation Insurance.
   10. General Municipal Law 109, re: Non-Assignment of Public Contracts.

B. The successful bidder is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of same or their right, title or interest therein or of their power to execute such contracts to any other person or corporation without previous consent in writing of Owner. If such assignment, transfer, conveyance, subletting or otherwise is made without required consent of Owner, the Contract shall be revoked and annulled in accordance with General Municipal Law No. 109, which is incorporated herein.

C. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein, and, if through a mistake or otherwise, such provision is not inserted, then upon application of either party, this Contract shall be physically amended forthwith to make such insertion.

D. No waiver of any breach or of any condition in this agreement shall be binding unless the same shall be in writing and signed by party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute cause or excuse for repetition of such or any other breach unless waiver shall include same.

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E. This agreement constitutes the complete understanding between parties to the Contract, no modification or provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

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

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

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

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

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

.4 Contractor shall not install any materials containing asbestos or lead;

.5 No product subject to combustion and toxicity testing as called for in the Building Code of New York State shall be installed in building unless product has been tested as required and listed in data file maintained by New York State Department of State in their Building Materials and Finishes Data File; and

.6 Products covered by the aforementioned testing requirements, include electrical conduit, electric wire insulation, any pipe, duct or thermal insulation and any interior finish or floor finish.

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

§ 6.3.2.1 On Public Projects, prevailing wage rates and supplements of the building occupations, as determined by the Department of Labor and Bureau of Public Works, form part of Division 00 5000 Contract Documents. Contractor shall include in his/her proposal, all anticipated wage rate increases that may occur during the life of the project.

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

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

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

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

§ 7.2 Time of Delivery and Form of Bonds

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

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

.3 Drawings – Listed in List of Drawings, Specification Section 00 0201.

.4 Specifications – Listed in Table of Contents, Specification Section 00 0200.

.5 Addenda issued in accordance with Section 3.4.

.6 Other documents listed below:

All documents in Division 00 of the Specifications, including, but not limited to:

Executed Bid Form
Section 00 0100 Team Listing
Section 00 0300 Advertisement for Bids
Section 00 1000 Instructions to Bidders – AIA Document A701-2018
Section 00 5000 Prevaling Wage Rates, NYS Schedule
Section 00 7000 General Conditions of the Contract for Construction – AIA Document A201-2017 / A232-2019
Section 00 9002 Selected AIA Documents

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MATERIALS TEST REPORTS

(94 pages)

Prepared by:
Energy and Environment, LLC

September 2026

The materials and conditions indicated in the reports are offered as supplementary information only. The reports are included here, but they shall **not** be considered as instructions or specifications for execution of Work

There is no guarantee, either expressed or implied, that the conditions indicated are representative of those actually existing throughout the area or in any part of it, or that unforeseen developments may not occur. Interpretation or extrapolation of the reports presented is the responsibility of the Contractor.

Energy & Environment, LLC (315) 569-2142 tel
6443 Ridings Road, Suite 134 mark.fiorini@energyandenvironment.net
Syracuse, New York 13206

September 15, 2026

Mrs. Amanda Graham-Quirk
Business Executive
DeRuyter Central School District
711 Railroad Street
DeRuyter, New York 13052

C/O: Mr. Greg Warner
Ashley-McGraw Architects, D.P.C.
125 East Jefferson Street
Syracuse, New York 13202

Re: DeRuyter Central School District, 2024 Capital Project
Pre-Renovation Hazardous Materials Survey – Main School Building – Rev 6

Dear Amanda:

This report and attachments represent Energy & Environment, LLC (E&E) pre-renovation hazardous material survey report conducted at the Main School Building located at 711 Railroad Street, DeRuyter, New York. The survey included an inspection for asbestos-containing materials (ACMs), PCBs in caulk and lead-based paint (LBP) associated with the district's 2024 Capital Improvement Project.

I Introduction

Project Team
Bulk sampling and lead-based paint testing was conducted by Anthony Shortt and Michael Pulsifer on February 10, 2025, February 11, 2025, and on February 19, 2025. Additional investigations were performed by Mark Fiorini on April 17 & 21, 2025 and by Mike Pulsifer on June 11, 2025, August 11, 2025, and December 29, 2025, as the design scope changed in some areas. Additional sampling was conducted on September 8, 2026, by A. Shortt. E&E is licensed by the New York State Department of Labor (NYSDOL) to conduct asbestos consulting services in New York State and licensed by the EPA to conduct LBP activities in NYS. Mr. Pulsifer Mr. Fiorini and Mr. Shortt are NYS DOL certified Asbestos Building Inspectors. Mr. Shortt and Mr. Pulsifer are also EPA-certified Lead Inspectors. Copies of all applicable licenses and certificates are provided in Appendix A.

Scope of Work
The survey scope of work was limited to the identification of suspect asbestos containing building materials, PCBs in caulk and components treated with lead-based paint. The survey was limited to the following areas.

Main School Building
- Performing arts renovations.
- Exterior stair replacements (4 areas).
- Interior stair tread replacement (4 stairwells).
- Exterior wall cleaning & window caulking.
- HS Gym - replace 6 backboards.
- Concrete dock replacement.

- Elevator replacement.
- Band room renovation.
- Replace 2 unit ventilators in Band room.
- Chorus room renovation.
- Replace 1 unit ventilator in Chorus room.
- Replace 2 backboards in small gym.
- Replace air handling unit serving small gym & stage.
- Renovate 3 science classrooms.
- Replace 7/8 science room unit ventilators (2).
- Replace 11/12 science room unit ventilators (2).
- Replace roof flashing (2 roof areas).
- Remove abandoned boilers.
- Replace hot water heaters.
- AC addition in several classrooms.

II Discussion

Asbestos Survey Methodology
Bulk material sampling of suspect asbestos-containing materials (ACM) was conducted within the planned renovation areas. Friable samples were submitted for analysis by polarized light microscopy (PLM) with dispersion staining. Friable samples were analyzed utilizing serial analysis. Non-friable organically bound (NOB) materials were analyzed in accordance with New York State Department of Health (DOH) requirements. NOBs are first subjected to an ashing and acid washing procedure to properly break down the material. The sample is then analyzed by PLM for asbestos content. If asbestos is found, the analysis is complete. However, a negative result must be confirmed by using transmission electron microscopy (TEM). All samples were analyzed by AmeriSci Laboratories of NY, NY. E&E utilized the District's AHERA Triennial reports and previous survey data to mitigate repetitive sampling. Please refer to Table 3.1 for a summary of asbestos sample results conducted during this survey.

LBP Survey Methodology
This survey was conducted to provide contractors testing data communicating the presence and location of identified lead-based painted (LBP) building components in preparation for planned renovations. The LBP survey was conducted by an EPA certified Lead Inspector.

Tested interior building components included walls (i.e., sheetrock, plaster, ceramic), door/window systems, stairs, and floors. The report indicates each tested area/room, the specific component and characteristics of each component and the test result. Please refer to Table 3.2 for a summary of LBP sample results conducted during this survey.

PCB Survey Methodology
The PCB survey was limited to exterior caulk/sealant materials suspected of containing PCB's which are regulated by the EPA as non-authorized use products. Three (3) suspect PCB containing caulk material were identified to be impacted by planned renovations. Please refer to Table 3.3 for a summary of PCB sample results collected during this survey.

III Analytical Survey Results

ACM Results

The survey included the sampling of seventy-four (74) homogeneous materials. Laboratory reports and chain-of-custody forms are included in Appendix B. Bulk sample results of all suspected materials collected are summarized in Table 3.1 below. Survey drawings depict sample locations, sample results (positive or negative) and the approximate locations of the positive asbestos-containing materials are provided on floor plan drawings in Appendix C.

Table 3.1: Bulk Sample Summary – Main School Building

Sample No.	Material Sampled	Sample Location	Lab Results (% Asbestos)	ACM Quantity
BJACKET-01 A	White boiler jacket insulation	Boiler Room #B16	NAD	N/A
BJACKET-01 B				
BMAG-02 A	Grey boiler insulation	Boiler Room #B16	NAD	N/A
BMAG-02 B				
BINS-03 A	Tan boiler insulation	Boiler Room #B16	NAD	N/A
BINS-03 B				
FT-04 A	**Mint with green flecks 12”x12” floor tile**	**Reading room 130**	**1.5% Chrysotile**	**340 SF**
FT-04 B				
FTM-05 A	Black floor tile mastic	Reading Room 130	NAD	N/A
FTM-05 B		Classroom 137		
FT-06 A	**Brown mottled 12”x12” floor tile**	**Speech Room 125**	**1.5% Chrysotile**	**340 SF**
FT-06 B				
FT-07 A	**Tan with brown streaks 12”x12” floor tile**	**Storage 177**	**1.7% Chrysotile**	**1,190 SF**
FT-07 B				
FT-08 A	**Cream mottled 12”x12” floor tile**	**O.T. Room 134**	**1.7% Chrysotile**	**2,880 SF**
FT-08 B				
BCM-09 A	Brown vinyl base cove mastic	O.T. Room 134	NAD	N/A
BCM-09 B		Classroom 138		
FT-10 A	**Olive with tan flecks 12”x12” floor tile**	**Classroom #137**	**2.8% Chrysotile**	**3,880 SF**
FT-10 B		**Classroom #138**		
FPLAST-11 A	White plaster skim coat (1976 Vintage)	O.T. Room 134	NAD	N/A
FPLAST-11 B		Classroom #138		
FPLAST-11 C		Storage 177		
BPLAST-12 A	Grey plaster base coat (1976 Vintage)	O.T. Room 134	NAD	N/A
BPLAST-12 B		Classroom #138		

Table 3.1: Bulk Sample Summary – Main School Building

Sample No.	Material Sampled	Sample Location	Lab Results (% Asbestos)	ACM Quantity
CET-13 A	White/grey 1'x1' ceiling tile	Girl's Bathroom 175	NAD	N/A
CET-13 B		Boy's Bathroom 176		
GDAB-14 A	Brown ceiling tile glue dab	Girl's Bathroom 175	NAD	N/A
GDAB-14 B				
CWTGR-15 A	White ceramic wall tile grout	Girl's Bathroom 175	NAD	N/A
CWTGR-15 B		Boy's Bathroom 176		
CWTTS-16 A	Grey ceramic wall tile thinset	Boy's Bathroom 176	NAD	N/A
CWTTS-16 B				
TERR-17 A	Light brown with red terrazzo floor	Girl's Bathroom 175	NAD	N/A
TERR-17 B		Boy's Bathroom 176		
FCAULK-18 A	White fixture caulk	Boy's Bathroom 176	NAD	N/A
FCAULK-18 B				
FP-19 A	Grey structural fireproofing	Kitchen 159	NAD	N/A
FP-19 B		Classroom 212		
SR-20 A	Grey sheetrock (1952 Vintage)	Dishwashing Area	NAD	N/A
SR-20 B				
JC-21 A	White joint compound (1952 Vintage)	Dishwashing Area	NAD	N/A
JC-21 B				
JC-21 C				
TEC-22 A	Brown tectum board	Dishwashing Area	NAD	N/A
TEC-22 B				
CWTGR-23 A	Grey ceramic wall tile grout	Kitchen 159	NAD	N/A
CWTGR-23 B		Dishwashing Area		
FT-24 A	**Dark brown mottled 12"x12" floor tile**	**Cafeteria Storage Stairs**	**2.7% Chrysotile**	**40 SF**
FT-24 B				
STADH-25 A	Tan stair tread adhesive	Stairwell 122	NAD	N/A
STADH-25 B		Stairwell 147		
WPADH-26 A	Tan gym wall pad adhesive	Gym 132	NAD	N/A
WPADH-26 B				
DS-27 A	Grey duct sealant	Stage 131	NAD	N/A
DS-27 B		Classroom 101		

Table 3.1: Bulk Sample Summary – Main School Building

Sample No.	Material Sampled	Sample Location	Lab Results (% Asbestos)	ACM Quantity
CET-28 A	White/grey 2'x4' lay-in ceiling tile worm & pinholes	Classroom 101	NAD	N/A
CET-28 B		Classroom 102		
CET-29 A	White /grey 2'x2' lay-in ceiling tile with fissures	Classroom 100	NAD	N/A
CET-29 B				
FPLAST-30 A	Tan plaster finish coat (1935 Vintage)	Classroom 101	NAD	N/A
FPLAST-30 B		Classroom 102	NAD	N/A
FPLAST-30 C		Classroom 100		
BPLAST-31 A	Grey plaster base coat (1935 Vintage)	Classroom 101	NAD	N/A
BPLAST-31 B		Classroom 102		
SR-32 A	Grey sheetrock (1935 Vintage)	Classroom 101	NAD	N/A
SR-32 B				
JC-33 A	White joint compound (1935 Vintage)	Classroom 101	NAD	N/A
JC-33 B				
JC-33 C				
VTSD-34 A	White vent hood siding	Classroom 101	NAD	N/A
VTSD-34 B				
SLTT-35 A	Black science lab tabletop	Classroom 101	NAD	N/A
SLTT-35 B		Classroom 212		
CWT-36 A	White ceramic wall tile grout	Boy's Bathroom 153	NAD	N/A
CWT-36 B		Girl's Bathroom		
WCAULK-37 A	White window caulk	Classroom 138 Exterior	NAD	N/A
WCAULK-37 B		Classroom 136 Exterior		
WSCAULK-38 A	Grey windowsill caulk	Classroom 138 Exterior	NAD	N/A
WSCAULK-38 B		Classroom 136 Exterior		
SR-39 A	Grey sheetrock (1995 Vintage)	Classroom 212	NAD	N/A
SR-39 B		Classroom 214		
JC-40 A	White joint compound (1995 Vintage)	Classroom 212	NAD	N/A
JC-40 B		Classroom 214		
JC-40 C		Classroom 220		

Table 3.1: Bulk Sample Summary – Main School Building

Sample No.	Material Sampled	Sample Location	Lab Results (% Asbestos)	ACM Quantity
SLTTC-41 A	Black science lab tabletop caulk	Classroom 212	NAD	N/A
SLTTC-41 B				
FT-42 A	Tan with grey and green flecks 12”x12” floor tile	Classroom 212	NAD	N/A
FT-42 B		Classroom 214		
FTADH-43 A	Tan floor tile adhesive	Classroom 212	NAD	N/A
FTADH-43 B		Classroom 214		
BCADH-44 A	Off-white vinyl base cove base adhesive	Classroom 212	NAD	N/A
BCADH-44 B		Classroom 214		
BCADH-45 A	Tan vinyl base cove adhesive	Classroom 210	NAD	N/A
BCADH-45 B				
TERR-46 A	Orange with white and black terrazzo floor	Classroom 210	NAD	N/A
TERR-46 B		Classroom 209		
CWTADH-47 A	Tan ceramic wall tile adhesive	Boy’s Bathroom 237	NAD	N/A
CWTADH-47 B				
CPADH-48 A	Tan carpet adhesive	Auditorium Seating	NAD	N/A
CPADH-48 B				
CPSADH-49 A	Teal carpet square adhesive	Library 125	NAD	N/A
CPSADH-49 B				
FT-51 A	Off-white mottled 12”x12” floor tile	Classroom 101	NAD	N/A
FT-51 B				
FLLC-52 A	Grey floor leveling compound	Classroom 101	NAD	N/A
FLLC-52 B				
DWG-53 A	Black window glazing in door window	Room 100	NAD	N/A
DWG-53 B				
BWCB-54 A	Black wood cove base mastic	Room 100	NAD	N/A
BWCB-54 B				
DC-55 A	White interior door caulk	Room 100	NAD	N/A
DC-55 B				
BCADH-56 A	Beige 6” vinyl cove base adhesive	Corridor	NAD	N/A
BCASH-56 B				
WTGR-57 A	Beige 10”x12” wall tile	Corridor	NAD	

Table 3.1: Bulk Sample Summary – Main School Building

Sample No.	Material Sampled	Sample Location	Lab Results (% Asbestos)	ACM Quantity
WTGR-57 B	grout/thinset			N/A
SINK-58 A	Black Lab Sink	Classroom 102	NAD	N/A
SINK-58 B				
CTCLK-59 A	White countertop backsplash caulk	Classroom 102	NAD	N/A
CTCLK-59 B				
PFVAP-60 A	Black parquet floor vapor barrier	Room 103A	NAD	N/A
PFVSP-60 B				
FT-61 A	Off-White mottled 12”x12” floor tile	Elevator	NAD	N/A
FT-61 B				
DWG-62 A	Black window glazing in door sidelight windows	Room 212	NAD	N/A
DWG-62 B				
DINS-63 A	White partition wall insulation	Room 214	NAD	N/A
DINS-63 B				
WCOV-64 A	White partition wall covering	Room 214	NAD	N/A
WCOV-64 B				
CORK-65 A	Brwon partition wall cork layer	Room 214	NAD	N/A
CORK-65 B				
WALL-66 A	White partition wall sheetrock layer	Room 214	NAD	N/A
WALL-66 B				
BINS-67 A	**White boiler insulation on exterior**	**Boiler Room**	**11% Chrysotile**	**600 SF**
BINS-67 B				
BINS-68 A	**White boiler insulation on interior**	**Boiler Room**	**21% Chrysotile**	
BINS-68 B				
VB-53 A	Black tar-like vapor barrier	Upper Roof	NAD	N/A
VB-53 B				
FCAULK-54 A	Grey roof flashing caulk	Lower Roof	NAD	N/A
FCAULK-54 B				
TEC-69 A	Grey Tectum Decking	Classroom 113	NAD	N/A
TEC-69 B		Classroom 116		
FPLAST-70 A	White Ceiling Plaster Finish Coat	Office 110A	NAD	N/A
FPLAST-70 B		Office 110		

Table 3.1: Bulk Sample Summary – Main School Building

Sample No.	Material Sampled	Sample Location	Lab Results (% Asbestos)	ACM Quantity
FPLAST - 70 C		Classroom 123		
BPLAST - 71 A	Grey Ceiling Plaster Base Coat	Office 110A	NAD	N/A
BPLAST - 71 B		Office 110		
CET - 72 A	2'x2' Lay-In Ceiling Tile Pin & Wormholes	Office 130	NAD	N/A
CET - 72 B		Classroom 134		
CET - 73 A	2'x4' Lay-In Ceiling Tile Pinholes & Craters	Classroom 202	NAD	N/A
CET - 73 B		Classroom 201		
FT - 74 A	Grey w/ Cream & Brown Flecks 12"x12" Floor Tile	Classroom 202	NAD	N/A
FT - 74 B		Classroom 202		
FTADH - 75 A	Grey Floor Tile Adhesive	Classroom 202	NAD	N/A
FTADH - 75 B		Classroom 202		
FLLC - 76 A	Grey Floor Leveling Compound	Classroom 202	NAD	N/A
FLLC - 76 B		Classroom 202		
VP-17 A	Black Floor Vapor Barrier	Classroom 101	NAD	N/A
VP-17 B				
PACM	**Pipe Fitting Insulation in Walls (AHERA)**	**Boys & Girls Bathrooms**	**N/A**	**50 Fittings**

NAD = No Asbestos Detected; **NA/PS** = Not Analyzed due to a Positive Stop; **Trace** = <1% asbestos;
N/A = Not Applicable

The following table represents historical sampling data collected during the 2021 capital project.

Table 3.1: Asbestos Containing Materials Sample Analysis Summary – Main School Building

Sample No.	Material Description	Sample Location	Lab Results (% Asbestos)
VCT-01 A	Off-White 12" x 12" Vinyl Floor Tile	Data Room 300.5	NAD[1]
VCT-01 B		Data Room 300.5	NAD
CRPMAS-02 A	Yellow Carpet Mastic	Technology Classroom 300 - NE	NAD
CRPMAS-02 B		Technology Classroom 300 - NE	NAD
JC-03 A	White Joint Compound	Technology Classroom 300 - NE	NAD
JC-03 B		Broadcast Control 307A – E Wall	NAD
ACT-04 A	White	Broadcast Control 307A	NAD

Table 3.1: Asbestos Containing Materials Sample Analysis Summary – Main School Building

Sample No.	Material Description	Sample Location	Lab Results (% Asbestos)
ACT-04 B	2' x 2' Acoustic Ceiling Tile	E-Sports 307	NAD
ACT-05 A	White 1' x 1' Acoustic Ceiling Tile	Technology Classroom 300	NAD
ACT-05 B		E-Sports 307	NAD
ACTMAS-06 A	Dark Brown 1' x 1' Acoustic Ceiling Tile Mastic	Technology Classroom 300	NAD
ACTMAS-06 B		E-Sports 307	NAD
CPLAST-07 A	White/Grey Ceiling Plaster above 1' x 1' ACT	E-Sports 307	NAD
CPLAST-07 B		Broadcast Control 307A	NAD
VFLOOR-08 A	Grey Vinyl Flooring	Visitor Lobby G	NAD
VFLOOR-08 B		Visitor Lobby G	NAD
FLC-09 A	Grey Floor Leveling Compound	Visitor Lobby G	NAD
FLC-09 B		Visitor Lobby G	NAD
DCAULK-10 A	Grey Exterior Door Caulking Compound	Loading Dock Man Door	NAD
DCAULK-10 B		Loading Dock Man Door	NAD
EXTCAULK-11 A	Grey Exterior Caulking Compound	Main Entry, Stair Caulk	NAD
EXTCAULK-11 B		Control Joint – East Façade	NAD
EXTCAULK-11 C		Main Entry Masonry Caulk	NAD
LCAULK-12 A	Brown Louver Caulking Compound	Vent Louver - East	NAD
LCAULK-12 B		Vent Louver - South	NAD
EXPCAULK-13 A	Brown Expansion Joint Caulking Compound	South Façade - 219	NAD
EXPCAULK-13 B		South Façade - 216	NAD
CJCAULK-14 A	Light Grey Control Joint Caulking Compound	West Façade	NAD
CJCAULK-14 B		West Façade	NAD
EXPCAULK-15 A	Grey Expansion Joint Caulking Compound	Courtyard – West Façade	NAD
EXPCAULK-15 B		Courtyard – North Façade	NAD
CORCAULK-16 A	Black Corner Masonry Caulk	Courtyard – NW Corner	NAD
CORCAULK-16 B		Courtyard – NW Corner	NAD

[1] NAD = No Asbestos Detected

LBP Results

The survey included testing representative interior building components throughout the planned areas of renovation. A complete list of materials sampled, and the results are provided in the table below. Sample locations and results (positive or negative) are shown on the survey drawings in Appendix C. The United States Environmental Protection Agency (USEPA) defines Lead Based

Paint as "painted surface coating that contains lead equal to or exceeding one milligram per square centimeter (**1.0 mg/cm²**) or 0.5% by weight." The Occupational Safety and Health Administration (OSHA) considers paint to be lead-based if ***any* detectable level of lead is determined to be present**. As such, contractors disturbing lead-based paint shall comply with OSHA's Lead in Construction Standard 29 CFR 1926.6262 and EPA's Lead Renovation, Repair & Painting Program as applicable.

Table 3.2: Lead Based Paint Sample Analysis Summary – Main School Building

Sample	Location	Source	Substrate	Feature	Condition	Color	Pb Conc. (mg/cm²)
	Internal Calibration	-	-	-	-	-	-
	Calibration standard	-	-	-	-	-	1.0
	Calibration standard	-	-	-	-	-	1.0
	Calibration standard	-	-	-	-	-	1.0
1	**Boiler Room**	**Stairs**	**Metal**	**Handrail**	**Good**	**Brown**	**0.3**
2		Floor	Metal	Pump	Good	Red	ND
3		Floor	Metal	Expansion Tank	Good	Blue	ND
4		Wall	Metal	Panel Box	Good	Grey	ND
5		Stairs	Metal	Handrail	Good	Brick	ND
6		Stairs	Metal	Stringer	Good	Brick	ND
7		New Boiler	Metal	Side Panel/Door	Good	Grey	ND
8		Old Boiler	Metal	Boiler Body	Good	Black	ND
9	**Compressor Room**	**Ceiling**	**Steel**	**I-Beam**	**Good**	**Black**	**1.5**
10		**Door**	**Steel**	**Door Frame**	**Good**	**Red**	**0.4**
11	Elevator	Door	Metal	Door	Good	Tan	ND
12		Door	Metal	Door Frame	Good	Tan	ND
13		Wall	Composite	Passenger Cab	Good	Tan/Brown	ND
14	Classroom 138	Door	Wood	Door	Good	Tan-stain	ND
15		**Door**	**Metal**	**Foor Frame**	**Good**	**Brown**	**1.2**
16		Wall	Sheetrock	Wall	Good	White	ND
17		Casework	Wood	Cabinet	Good	Brown-stain	ND
18		Casework	Wood	Cabinet Door	Good	White	ND
19		**Casework**	**Laminate**	**Countertop**	**Good**	**Olive/Green**	**0.5**
20	Classroom 137	Door	Wood	Door	Good	Tan-stain	ND
21		**Door**	**Metal**	**Door Frame**	**Good**	**Brown**	**3.6**
22		Wall	Sheetrock	Wall	Good	White	ND
23		Casework	Wood	Cabinet	Good	Brown-stain	ND
24		Casework	Wood	Cabinet Door	Good	White	ND
25		Casework	Laminate	Countertop	Good	Olive/Green	0.4
26	Classroom 134	Door	Wood	Door	Good	Tan-stain	ND
27		**Door**	**Metal**	**Door Frame**	**Good**	**Brown**	**2.1**
28		Casework	Wood	Cabinet Door	Good	Brown-stain	ND
29		Casework	Laminate	Countertop	Good	Cream	ND
30	Corridor 182	Wall	Ceramic	12" x 12" Wall Tile	Good	Beige	ND
31		Wall	Ceramic	12" x 12" Wall Tile	Good	Brown	ND
32	Boy's Restroom	Door	Wood	Door	Good	Tan-stain	ND
33		Door	Metal	Door Frame	Good	Brown	ND
34		Sink	Porcelain	Sink	Good	White	ND
35		**Wall**	**Ceramic**	**4" x 6" Wall Tile**	**Good**	**Beige/Brown**	**0.3**
36		Wall	Metal	Heater Cover	Good	Red	ND
37		Floor	Composite	Toilet Partition	Good	Grey	ND

Sample	Location	Source	Substrate	Feature	Condition	Color	Pb Conc. (mg/cm^2)
38		Wall	Ceramic	4” x 4” Wall Tile	Good	Dark Taupe	ND
39	Girl’s Restroom	Door	Wood	Door	Good	Tan-stain	ND
40		Door	Metal	Door Frame	Good	Brown	ND
41		Wall	Ceramic	4” x 4” Wall Tile	Good	Pale Yellow	ND
42		Wall	Ceramic	4” x 4” Wall Tile	Good	Mustard	ND
43		Wall	Metal	Door Frame	Good	Red	ND
44		Toilet	Composite	Toilet Partition	Good	Grey	ND
45	Reading Room 130	Wall	Plaster	Wall	Good	White	ND
46		Wall	Wood	Cove Base	Good	Tan-stain	ND
47		Wall	Metal	Heater Cover	Good	White	ND
48		Door	Wood	Door	Good	Tan-stain	ND
49		**Door**	**Metal**	**Door Frame**	**Good**	**Brown**	**0.2**
50	Gymnasium	Door	Wood	Door	Good	Tan-stain	ND
51		**Door**	**Metal**	**Door Frame**	**Good**	**Brown**	**0.2**
52		Wall	Block	Wall	Good	Red	ND
53		Wall	Block	Wall	Good	Beige	ND
54		Floor	Wood	Floor	Good	Tan-stain	ND
55		Floor	Wood	Floor	Good	Red	ND
56		Floor	Wood	Floor	Good	Black	ND
57	Bleachers	Floor	Wood	Bleacher Step	Good	Tan-stain	ND
58		Floor	Metal	Bleacher Handrail	Good	Black	ND
59	Gym Corridor	Wall	Ceramic	12” x 12” Wall Tile	Good	Beige	ND
60		Wall	Ceramic	12” x 12” Wall Tile	Good	Brown	ND
61	**Stairwell**	**Stairs**	**Metal**	**Handrail**	**Good**	**Brown**	**2.1**
62		Stairs	Terrazzo	Step	Good	Brn/Blk/Wh	ND
63	Kitchen/Serve Line	Floor	Sheetrock	Upper Column	Good	Blue	ND
64		Floor	Ceramic	4” x 4” Column Tile	Good	Beige	ND
65		Wall	Block	Wall	Good	White	ND
66		Wall	Ceramic	4” x 4” Wall Tile	Good	White	ND
67		Wall	Ceramic	4” x 4” Wall Tile	Good	Beige	ND
68		Floor	Terracotta	4” x 8” Floor Tile	Good	Brick	ND
69	Exterior Door	Door	Metal	Door	Good	Grey	ND
70		Door	Metal	Door Frame	Good	Grey	ND
71		Wall	Ceramic	12” x 12” Wall Tile	Good	Beige	ND
72		Wall	Ceramic	12” x 12” Wall Tile	Good	Brown	ND
73	**Stairwell**	**Stairs**	**Metal**	**Handrail**	**Good**	**Brown**	**0.8**
74		**Stairs**	**Metal**	**Stringer**	**Good**	**Brown**	**2.3**
75		**Stairs**	**Metal**	**Baulster**	**Good**	**Brown**	**1.7**
76		Stairs	Plaster	Wall	Good	White	0.5
77	Library	Wall	Sheetrock	Wall	Good	White	ND
78		Door	Wood	Door	Good	Tan-stain	ND
79		Door	Metal	Door Frame	Good	Brown	ND
80		Casework	Wood	Bookshelf	Good	Tan-stain	ND
81		Casework	Wood	Bookshelf	Good	Tan-stain	ND
82	Girl’s Restroom	Door	Wood	Door	Good	Tan-stain	ND
83		Door	Metal	Door Frame	Good	Brown	ND
84		Wall	Ceramic	4” x 4” Wall Tile	Good	White w/Grey	ND
85		Toilet	Composite	Toilet Partition	Good	Grey	ND

Sample	Location	Source	Substrate	Feature	Condition	Color	Pb Conc. (mg/cm^2)
86		Sink	Porcelain	Sink	Good	White	ND
87		Floor	Terracotta	Floor	Good	White w/ Blk	ND
88		**Wall**	**Wood**	**Pipe Chase Door**	**Good**	**White**	**0.2**
89	Boy's Restroom	Door	Wood	Door	Good	Tan-stain	ND
90		Door	Metal	Door Frame	Good	Brown	ND
91		Wall	Ceramic	4" x 4" Wall Tile	Good	White w/Grey	ND
92		Toilet	Composite	Toilet Partition	Good	Grey	ND
93		Sink	Porcelain	Sink	Good	White	ND
94		**Wall**	**Wall**	**Pipe Chase Door**	**Good**	**White**	**0.3**
95	**Stairwell**	**Stairs**	**Metal**	**Handrail**	**Good**	**Brown**	**1.8**
96		**Stairs**	**Metal**	**Baulster**	**Good**	**Brown**	**2.3**
97		**Stairs**	**Metal**	**Stringer**	**Good**	**Brown**	**2.6**
98		**Stairs**	**Plaster**	**Wall**	**Good**	**White**	**0.4**
99	Exterior Door	Door	Wood	Door Frame	Good	Brown-stain	ND
100		Floor	Terrazzo	Floor	Good	Brn/Blk/Wh	ND
101		Stairs	Metal	Handrail	Good	Black	ND
102	Front/Main Foyer	Security Booth	Wood	Window Frame	Good	Brown-stain	ND
103		**Security Booth**	**Plaster**	**Wall**	**Good**	**Beige**	**0.3**
104		**Security Booth**	**Wood**	**Cove Base**	**Good**	**Red**	**0.6**
105		Door	Wood	Door	Good	Brown-stain	ND
106		Door	Wood	Door Frame	Good	Brown-stain	ND
107	Old Gym/Auditorium	Door	Wood	Door	Good	Tan-stain	ND
108		Door	Metal	Door Frame	Good	Brown	ND
109		Door	Wood	Door Frame	Good	Brown-stain	ND
110		Wall	Block	Wall	Good	Beige	ND
111		Stage	Wood	Knee Wall	Good	Tan-stain	ND
112		**Stage**	**Plaster**	**Wall**	**Good**	**Grey**	**0.3**
113		**Stage**	**Plaster**	**Wall**	**Good**	**Red**	**0.2**
114		**Stage**	**Plaster**	**Wall**	**Good**	**Beige**	**0.1**
115	Stage	Floor	Wood	Floor	Good	Tan-stain	ND
116		**Stairs**	**Metal**	**Handrail**	**Good**	**Light Brown**	**0.7**
117		Stairs	Wood	Step	Good	Tan-stain	ND
118		Stairs	Wood	Stringer	Good	Tan-stain	ND
119		Back Wall	Block	Wall	Good	Black	ND
120		Stairs	Wood	Baulster	Good	Brown-stain	ND
121		Stairs	Wood	Stringer	Good	Brown-stain	ND
122	**Auditorium Seating**	**Guardrail**	**Metal**	**Rail**	**Good**	**Red**	**0.6**
123		Back Wall	Wood	Wainscot Wall	Good	Brown-stain	ND
124		Landing	Metal	Handrail	Good	Black	ND
125		Landing	Metal	Handrail	Good	Black	ND
126	Exterior Landing	Landing	Metal	Handrail	Good	Black	ND

Sample	Location	Source	Substrate	Feature	Condition	Color	Pb Conc. (mg/cm^2)
127	**Science Rm 101 (Chorus)**	**Ceiling**	**Steel**	**I-Beam**	**Good**	**Orange**	**2.4**
128		**Ceiling**	**Steel**	**I-Beam**	**Good**	**Brown**	**1.9**
129		Door	Wood	Door	Good	Tan-stain	ND
130		Door	Metal	Door Frame	Good	Brown	ND
131		Casework	Wood	Cabinet Door	Good	Tan-stain	ND
132		Unit Ventilator	Metal	UV Cover	Good	Beige	ND
133	Office 100	Wall	Sheetrock	Wall	Good	Beige	ND
134		Door	Wood	Door	Good	Tan-stain	ND
135		Door	Metal	Door Frame	Good	Brown	ND
136	Science Rm 102 (Band)	Wall	Sheetrock	Wall	Good	Beige	ND
137		Unit Ventilator	Metal	UV Cover	Good	Beige	ND
138		Casework	Wood	Cabinet	Good	Tan-stain	ND
139		Casework	Wood	Cabinet Door	Good	Tan-stain	ND
140		Wall	Plaster	Wall	Good	Beige	ND
141	Corridor	Locker	Metal	Locker Door	Good	Tan	ND
142		Locker	Metal	Locker Door	Good	Tan	ND
143		Locker	Metal	Locker Door	Good	Tan	ND
144		Wall	Ceramic	12” x 12” Wall Tile	Good	Tan	ND
145		Wall	Ceramic	12” x 12” Wall Tile	Good	Brown	ND
146	Classroom 113	Wall	Sheetrock	Wall	Good	Beige	ND
147		Window	Metal	Window Frame	Good	White	ND
148		Unit Ventilator	Metal	UV Cover	Good	Tan	ND
149	Classroom 117	Wall	Plaster	Wall	Good	Beige	ND
150		Window	Metal	Window Frame	Good	White	ND
151	Classroom 121	Wall	Plaster	Wall	Good	Beige	ND
152		Window	Metal	Window Frame	Good	White	ND
153		Unit Ventilator	Metal	UV Cover	Good	Tan	ND
154	Classroom 123	Wall	Plaster	Wall	Good	Beige	ND
155		Window	Metal	Window Frame	Good	White	ND
156		Unit Ventilator	Metal	UV Cover	Good	Tan	ND
157	**Exterior Door Foyer**	**Stairs**	**Metal**	**Handrail**	**Good**	**Brown**	**1.2**
158		Stairs	Terrazzo	Step	Good	Brn/Wh/Blk	ND
159	Classroom 116	Wall	Sheetrock	Wall	Good	White	ND
160		Window	Metal	Window Frame	Good	White	ND
161		Unit Ventilator	Metal	UV Cover	Good	Tan	ND
162		**Casework**	**Laminate**	**Countertop**	**Good**	**Wood Stain**	**0.3**
163	Classroom 120	Wall	Sheetrock	Wall	Good	Beige	ND
164		Window	Metal	Window Frame	Good	White	ND
165		Unit Ventilator	Metal	UV Cover	Good	Tan	ND
166		**Casework**	**Laminate**	**Countertop**	**Good**	**Wood Stain**	**0.3**

Sample	Location	Source	Substrate	Feature	Condition	Color	Pb Conc. (mg/cm^2)
167	2nd Floor – Corridor 201	Door	Wood	Door	Good	Tan-stain	ND
168		Door	Metal	Door Frame	Good	Brown	ND
169		Wall	Ceramic	4” x 4” Wall Tile	Good	White	ND
170	**2nd Floor - Girls Restroom**	**Ceiling**	**Steel**	**I-Beam**	**Good**	**Brown**	**2.4**
171	2nd Floor – Corridor 201	Locker	Metal	Locker Door	Good	Plum	ND
172		Door	Wood	Door	Good	Tan-stain	ND
173		Door	Metal	Door Frame	Good	Brown	ND
174		Wall	Ceramic	4” x 4” Wall Tile	Good	White	ND
175		Locker	Metal	Locker Door	Good	Plum	ND
176	2nd Floor – Corridor 203	Wall	Ceramic	4” x 4” Wall Tile	Good	White	ND
177	2nd Floor - Stairwell	Stairs	Metal	Handrail	Good	White	ND
178		Stairs	Metal	Stringer	Good	Brown	ND
179		Stairs	Metal	Riser	Good	Brown	ND
180		Wall	Sheetrock	Wall	Good	Tan	ND
181	2nd Floor – Corridor Ramp	Wall	Ceramic	4” x 4” Wall Tile	Good	White	ND
182		Wall	Metal	Handrail	Good	White	ND
183	**2nd Floor - Stairwell**	**Stairs**	**Metal**	**Baulster**	**Good**	**Brown**	**0.8**
184		**Stairs**	**Metal**	**Handrail**	**Good**	**Brown**	**0.6**
185		Stairs	Ceramic	12” x 12” Wall Tile	Good	Tan	ND
186	2nd Floor – Girls Restroom	Door	Wood	Door	Good	Tan-stain	ND
187		Door	Metal	Door Frame	Good	Brown	ND
188		Wall	Ceramic	4” x 4” Wall Tile	Good	White w/Grey	ND
189		Wall	Wood	Pipe Chase Door	Good	White	ND
190	2nd Floor – Boys Restroom	Door	Wood	Door	Good	Tan-stain	ND
192		Door	Metal	Door Frame	Good	Brown	ND
193		Wall	Ceramic	4’ x 4” Wall Tile	Good	White w/Grey	ND
194		Sink	Porcelain	Sink	Good	White	ND
195		Wall	Wood	Pipe Chase Door	Good	White	ND
196		**Wall**	**Steel**	**Ladder - to roof**	**Good**	**Brown**	**0.3**
197	**2nd Floor - Stairwell**	**Stairs**	**Metal**	**Baulster**	**Good**	**Brown**	**1.6**
198		**Stairs**	**Metal**	**Handrail**	**Good**	**Brown**	**0.9**
199		**Stairs**	**Metal**	**Stringer**	**Good**	**Brown**	**0.4**
200		Stairs	Ceramic	12” x 12” Wall Tile	Good	Tan	ND
201	Kitchen	Ceiling	Metal	Truss	Good	Brick	ND
202	Classroom 113	Ceiling	Metal	Truss	Good	Black	ND
203		Ceiling	Metal	Truss Support	Good	Black	ND
204	Reading Room 130	Ceiling	Metal	Truss	Good	Brick	ND
205		Ceiling	Metal	Truss Support	Good	Brick	ND
206	Classroom 134	Ceiling	Metal	Truss	Good	Brick	ND
207		Ceiling	Metal	Truss Support	Good	Brick	ND
208	Classroom 121	Ceiling	Metal	Truss	Good	Black	ND
209	Classroom 116	Ceiling	Metal	Truss	Good	Black	ND
210		Ceiling	Metal	Truss Support	Good	Black	ND
211	Classroom 208	Ceiling	Metal	Truss	Good	Black	ND

Sample	Location	Source	Substrate	Feature	Condition	Color	Pb Conc. (mg/cm^2)
212		Ceiling	Metal	Truss Support	Good	Black	ND
213	**Classroom 202**	**Ceiling**	**Steel**	**I-Beam**	**Good**	**Black**	**1.9**
214	**Corridor**	**Ceiling**	**Steel**	**I-Beam**	**Good**	**Black**	**2.3**
	Post Calibration	-	-	-	-	-	-

ND = Not detected; lead concentration below method detection limit of 0.1 mg/cm^2 of testing device.

PCB Results

The survey included the collection and analysis of two (2) materials suspected of containing polychlorinated biphenyls (PCBs). Laboratory reports and chain-of-custody forms are included in Attachment B. **None** of the caulk samples collected and analyzed exhibited a level of PCBs above the regulatory level of 50 ppm. Table 3.3 provides sample analysis summary information for samples of suspected PCB containing caulking compounds. Sample locations are provided on the floor plan drawings in Appendix C.

Table 3.3: PCBs Caulking Compound Sample Analysis Summary

Sample No.	Material Description	Sample Location	Regulatory Limit	Lab Results (Total PCBs PPM)
PCB-01	White window caulk	Classroom #138	50 PPM	.55
PCB-02	Grey windowsill caulk	Classroom #136	50 PPM	.55
PCB-3	Grey roof flashing caulk	Lower Roof	50 PPM	<.478

ND = No PCBs Detected; PPM = Parts Per Million

IV REPORT FINDINGS

Through the performance of the hazardous materials survey, E&E identified hazardous building materials/components within the scope and limitations of the proposed renovations to the building.

Based on the testing results as provided in Table 3.1, eight (8) of the materials sampled were determined to be asbestos containing. We are presuming that ACM thermal system insulation is present within inaccessible wall/ceiling chases.

Based on the testing results as provided in Table 3.2, we have confirmed that forty-one (41) building components are defined as Lead-Based Paint in accordance with applicable regulations. Contractors disturbing lead-based paint shall comply with OSHA's Lead in Construction Standard 29 CFR 1926.62 and EPA's Lead Renovation, Repair & Painting Program as applicable.

Based on the testing results as provided in Table 3.3, we have determined that no caulk samples exceeded the EPA threshold for PCB content, therefore no PCB remediation is necessary.

V Recommendations

The abatement design documents will only address the removal and disposal of the above identified hazardous materials which will be impacted by the planned renovations.

- **Transmittal of Survey Information**

A copy of the survey report should be immediately transmitted to: 1) The Government Entity charged with issuing a building/demolition permit; 2) The Local New York State Department of Labor Asbestos Control Bureau; and 3) The Site Representative on site during construction/demolition activity.

- **Removal Required**
  In accordance with applicable regulations, contractors disturbing lead-based paint shall comply with OSHA's Lead in Construction Standard 29 CFR 1926.6262 and EPA's Lead Renovation, Repair & Painting Program as applicable. Contractors disturbing asbestos containing materials shall be licensed in accordance with NYS ICR 56 and all removal procedures and disposal shall comply with state and federal regulations.

- **On Site**
  The completed hazardous material survey should be kept on the construction site throughout the duration of the remediation project.

VI Survey Limitations

E&E strives to identify all suspect building materials when conducting our surveys, however, it is possible that some suspect building materials may be present in inaccessible areas or beneath other building materials. In the event new suspect materials are encountered during renovations/demolition that were not previously sampled and identified, those materials should be sampled and analyzed prior to disturbance.

If you have any questions, please call us at (315) 569-2142. It was a pleasure working with you on this project and I hope we can be of service in the future.

Sincerely,
Energy & Environment, LLC

Anthony S. Shortt
Senior Project Manager
Anthony.shortt@energyandenvironment.net

Mark Fiorini
Managing Partner
mark.fiorini@energyandenvironment.net

Attachments:

Appendix A - Energy & Environment Certifications
Appendix B – Laboratory Reports & Sample Chain of Custodies
Appendix C – Survey Drawings

Appendix A

Energy & Environment Certifications

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

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

ASBESTOS HANDLING LICENSE

Energy & Environment, LLC
6443 Ridings Road, Suite 134, Syracuse, NY, 13206

License Number: 74537
License Class: RESTRICTED
Date of Issue: 01/10/2025
Expiration Date: 01/31/2026
Duly Authorized Representative: Sean Hart

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

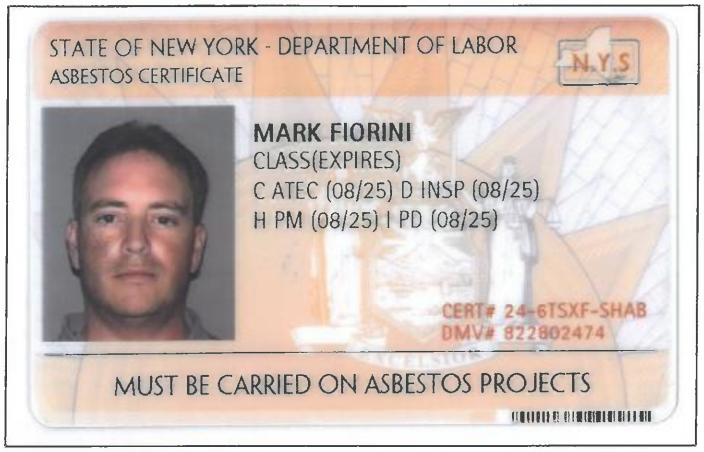
This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate,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

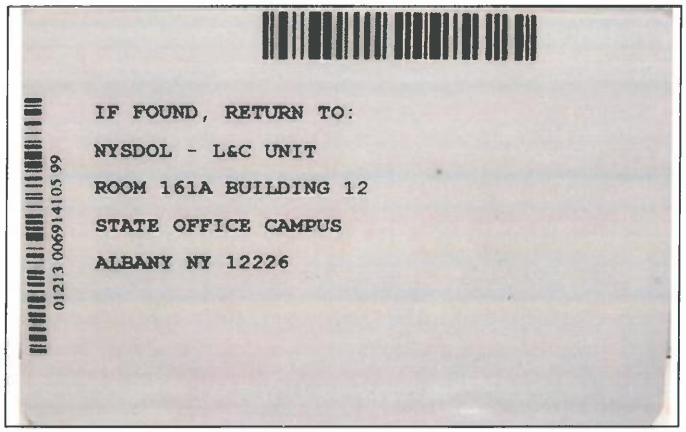
Amy Phillips, Director
For the Commissioner of Labor

Energy & Environment, LLC
6443 Ridings Road, Suite 134
Syracuse, New York 13206

315 569 2139 tel
sean.hart@energyandenvironment.net

NEW YORK STATE DEPARTMENT OF LABOR ASBESTOS HANDLING CERTIFICATE





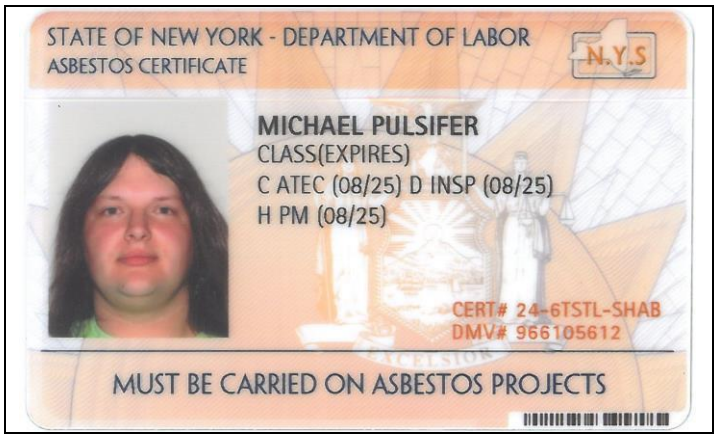
Legend - Identification of Letter Designations

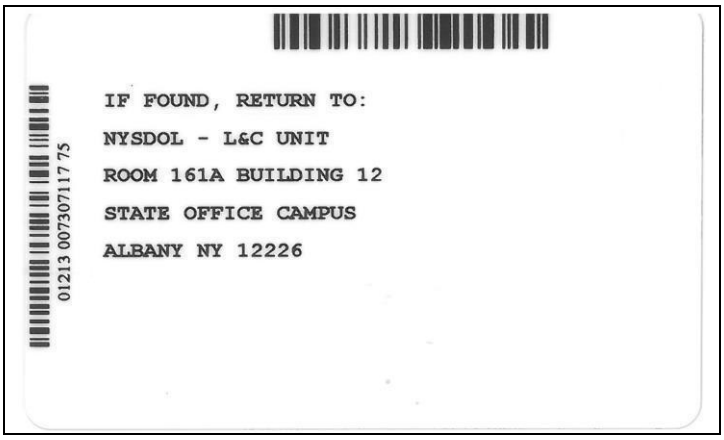
A	Asbestos Handler	D	Asbestos Inspector	G	Asbestos Supervisor
B	Allied Trades	E	Management Planner	H	Asbestos Project Monitor
C	Air Sampling Technician	F	Operations & Maintenance	I	Asbestos Project Designer

Energy & Environment, LLC
6443 Ridings Road, Suite 134
Syracuse, New York 13206

315 569 2139 tel
sean.hart@energyandenvironment.net

NEW YORK STATE DEPARTMENT OF LABOR ASBESTOS HANDLING CERTIFICATE





Legend - Identification of Letter Designations

A	Asbestos Handler	D	Asbestos Inspector	G	Asbestos Supervisor
B	Allied Trades	E	Management Planner	H	Asbestos Project Monitor
C	Air Sampling Technician	F	Operations & Maintenance	I	Asbestos Project Designer

United States Environmental Protection Agency

This is to certify that

Energy and Environment, LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires June 05, 2027

LBP-F154143-3

Certification #

May 08, 2024

Issued On

Marc Edmonds, Chief

Risk Assessment Management Branch 2.

United States Environmental Protection Agency

This is to certify that

Anthony Shortt

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires November 28, 2026

LBP-R-6901-3

Certification #

October 12, 2023

Issued On

Ben Conetta, Chief

Chemicals and Multimedia Programs Branch

Appendix B

Laboratory Reports
and
Chain-of-Custody Forms

Please Reply To:

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

LABORATORY ELECTRONIC TRANSMITTAL

To: Sean Hart
Energy & Environment, LLC
Fax #:
Email: sean.hart@energyandenvironment.net, mark.fiorini@energyandenvironment.net, anthony.shortt@energyandenvironment.net, michael.pulsifer@energyandenvironment.net

From: Bo Sun
AmeriSci Job #: 225021855
Subject: ELAP-PLM/TEM 5 day Results
Client Project: 25-012; DeRuyter CSD; DeRuyter CSD 2024 CIP Testing, Main Building, 711 Railroad St., DeRuyter, NY 13052

Date: Tuesday, February 18, 2025
Time: 09:56:21
Comments:

Number of Pages: _____
(including cover sheet)

NOTE: Attached report is to be considered preliminary until final review with accompanying analysis summary letter is issued.

CONFIDENTIALITY NOTICE: Unless otherwise indicated, the information contained in this communication is confidential information intended for use of the individual named above. If the reader of this communication is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please immediately notify the sender by telephone and return the original message to the above address via the US Postal Service at our expense. Samples are disposed of in 60 days or unless otherwise instructed by the protocol or special instructions in writing. Thank you.

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Energy & Environment, LLC
Attn: Sean Hart
6443 Ridings Road, Suite 134

Syracuse, NY 13206

Date Received 2/13/2025 **AmeriSci Job #** 225021855
Date Examined 02/17/25 **P.O. #**
ELAP # 11480 **Page** 1 **of** 16
RE: 25-012; DeRuyter CSD; DeRuyter CSD 2024 CIP Testing, Main Building, 711 Railroad St., DeRuyter, NY 13052

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
BJACKET-01A 01 **Location:** Boiler Room #B16 - Boiler Insulation Jacket, White **Analyst Description:** White, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 95%, Non-fibrous 5.0%	225021855-01	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
BJACKET-01B 01 **Location:** Boiler Room #B16 - Boiler Insulation Jacket, White **Analyst Description:** White, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 95%, Non-fibrous 5.0%	225021855-02	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
BMAG-02A 02 **Location:** Boiler Room #B16 - Boiler MAG Insulation, Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 10%, Non-fibrous 90%	225021855-03	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
BMAG-02B 02 **Location:** Boiler Room #B16 - Boiler MAG Insulation, Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 10%, Non-fibrous 90%	225021855-04	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
BINS-03A 03 **Location:** Boiler Room #B16 - Boiler Insulation, Tan **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 100%, Non-fibrous Trace	225021855-05	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
BINS-03B 03 **Location:** Boiler Room #B16 - Boiler Insulation, Tan **Analyst Description:** Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 100%, Non-fibrous Trace	225021855-06	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	

See Reporting notes on last page

PLM Bulk Asbestos Report

25-012; DeRuyter CSD; DeRuyter CSD 2024 CIP Testing, Main Building, 711 Railroad St., DeRuyter, NY 13052

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
FT-04A 04 **Location:** Reading Room #130 - 12"x12" Floor Tile, Mint W/ Green Flecks **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile <0.3 % pc **Other Material:** Non-fibrous 7.4%	225021855-07	***Yes***	Inconclusive - Trace Chrysotile detected at 1% or less (NOB by EPA 600/M4-82-020) by Bo Sun on 02/17/25	*1*
FT-04B 04 **Location:** Reading Room #130 - 12"x12" Floor Tile, Mint W/ Green Flecks **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile <0.3 % pc **Other Material:** Non-fibrous 6.7%	225021855-08	***Yes***	Inconclusive - Trace Chrysotile detected at 1% or less (NOB by EPA 600/M4-82-020) by Bo Sun on 02/17/25	*1*
FTM-05A 05 **Location:** Reading Room #130 - Floor Tile Mastic, Black **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9.7%	225021855-09	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
FTM-05B 05 **Location:** Classroom #137 - Floor Tile Mastic, Black **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 12%	225021855-10	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
FT-06A 06 **Location:** Speech Room #125 - 12"x12" Floor Tile, Brown Mottled **Analyst Description:** Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile <0.3 % pc **Other Material:** Non-fibrous 7.4%	225021855-11	***Yes***	Inconclusive - Trace Chrysotile detected at 1% or less (NOB by EPA 600/M4-82-020) by Bo Sun on 02/17/25	*1*
FT-06B 06 **Location:** Speech Room #125 - 12"x12" Floor Tile, Brown Mottled **Analyst Description:** Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile <0.3 % pc **Other Material:** Non-fibrous 7.2%	225021855-12	***Yes***	Inconclusive - Trace Chrysotile detected at 1% or less (NOB by EPA 600/M4-82-020) by Bo Sun on 02/17/25	*1*

See Reporting notes on last page

PLM Bulk Asbestos Report

25-012; DeRuyter CSD; DeRuyter CSD 2024 CIP Testing, Main Building, 711 Railroad St., DeRuyter, NY 13052

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
FT-07A 07 **Location:** Storage #177 - 12"x12" Floor Tile, Tan W/ Brown Streaks **Analyst Description:** Tan/Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile <0.3 % pc **Other Material:** Non-fibrous 8.3%	225021855-13	***Yes***	Inconclusive - Trace Chrysotile detected at 1% or less (NOB by EPA 600/M4-82-020) by Bo Sun on 02/17/25	*1*
FT-07B 07 **Location:** Storage #177 - 12"x12" Floor Tile, Tan W/ Brown Streaks **Analyst Description:** Tan/Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile <0.3 % pc **Other Material:** Non-fibrous 8.6%	225021855-14	***Yes***	Inconclusive - Trace Chrysotile detected at 1% or less (NOB by EPA 600/M4-82-020) by Bo Sun on 02/17/25	*1*
FT-08A 08 **Location:** O.T. Room #134 - 12"x12" Floor Tile, Cream Mottled **Analyst Description:** Cream, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile <0.3 % pc **Other Material:** Non-fibrous 6.8%	225021855-15	***Yes***	Inconclusive - Trace Chrysotile detected at 1% or less (NOB by EPA 600/M4-82-020) by Bo Sun on 02/17/25	*1*
FT-08B 08 **Location:** O.T. Room #134 - 12"x12" Floor Tile, Cream Mottled **Analyst Description:** Cream, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile <0.3 % pc **Other Material:** Non-fibrous 7.6%	225021855-16	***Yes***	Inconclusive - Trace Chrysotile detected at 1% or less (NOB by EPA 600/M4-82-020) by Bo Sun on 02/17/25	*1*
BCM-09A 09 **Location:** O.T. Room #134 - Vinyl Base Cove Mastic, Brown **Analyst Description:** Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 46%	225021855-17	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
BCM-09B 09 **Location:** Classroom #138 - Vinyl Base Cove Mastic, Brown **Analyst Description:** Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 40%	225021855-18	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
FT-10A 10 **Location:** Classroom #137 - 12"x12" Floor Tile, Olive W/ Tan Flecks **Analyst Description:** Olive, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile <0.3 % pc **Other Material:** Non-fibrous 7.6%	225021855-19	***Yes***	Inconclusive - Trace Chrysotile detected at 1% or less (NOB by EPA 600/M4-82-020) by Bo Sun on 02/17/25	*1*
FT-10B 10 **Location:** Classroom #138 - 12"x12" Floor Tile, Olive W/ Tan Flecks **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile 2.8% **Other Material:** Non-fibrous 16%	225021855-20	***Yes***	2.8% (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	
FPLAST-11A 11 **Location:** O.T. Room #134 - Plaster Finish Coat (1976 Vintage), White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-21	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
FPLAST-11B 11 **Location:** Classroom #138 - Plaster Finish Coat (1976 Vintage), White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-22	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
FPLAST-11C 11 **Location:** Storage #177 - Plaster Finish Coat (1976 Vintage), White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-23	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
BPLAST-12A 12 **Location:** O.T. Room #134 - Plaster Base Coat (1976 Vintage), Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-24	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
BPLAST-12B 12 **Location:** Classroom #138 - Plaster Base Coat (1976 Vintage), Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-25	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
CET-13A 13 **Location:** Girl's Bathroom #175 - 1'x1' Ceiling Tile, White / Grey **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 34%	225021855-26	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
CET-13B 13 **Location:** Boy's Bathroom #176 - 1'x1' Ceiling Tile, White / Grey **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 29%	225021855-27	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
GDAB-14A 14 **Location:** Girl's Bathroom #175 - Ceiling Tile Glue Dab, Brown **Analyst Description:** Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 47%	225021855-28	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
GDAB-14B 14 **Location:** Girl's Bathroom #175 - Ceiling Tile Glue Dab, Brown **Analyst Description:** Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 41%	225021855-29	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
CWTGR-15A 15 **Location:** Boy's Bathroom #176 - Ceramic Wall Tile Grout, White **Analyst Description:** White, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-30	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
CWTGR-15B 15 **Location:** Girl's Bathroom #175 - Ceramic Wall Tile Grout, White **Analyst Description:** White, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-31	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
CWTTS-16A 16 **Location:** Boy's Bathroom #176 - Ceramic Wall Tile Thinset, Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-32	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
CWTTS-16B 16 **Location:** Boy's Bathroom #176 - Ceramic Wall Tile Thinset, Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-33	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
TERR-17A 17 **Location:** Boy's Bathroom #176 - Terrazzo Floor, Light Brown W/ Red, White & Dark Brown **Analyst Description:** Multi-Colored, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-34	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
TERR-17B 17 **Location:** Girl's Bathroom #175 - Terrazzo Floor, Light Brown W/ Red, White & Dark Brown **Analyst Description:** Multi-Colored, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-35	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
FCAULK-18A 18 **Location:** Boy's Bathroom #176 - Fixture Caulk, White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 3.4%	225021855-36	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
FCAULK-18B 18 **Location:** Boy's Bathroom #176 - Fixture Caulk, White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 2.1%	225021855-37	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
FP-19A 19 **Location:** Kitchen #159 - Structural Fireproofing, Grey **Analyst Description:** Gray, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 30%, Non-fibrous 70%	225021855-38	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
FP-19B 19 **Location:** Classroom #212 - Structural Fireproofing, Grey **Analyst Description:** Gray, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 30%, Non-fibrous 70%	225021855-39	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
SR-20A 20 **Location:** Dishwashing Area - Sheetrock (1952 Vintage), Grey **Analyst Description:** Brown/White, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 15%, Non-fibrous 85%	225021855-40	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
SR-20B 20 **Location:** Dishwashing Area - Sheetrock (1952 Vintage), Grey **Analyst Description:** Brown/White, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 15%, Non-fibrous 85%	225021855-41	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
JC-21A 21 **Location:** Dishwashing Area - Joint Compound (1952 Vintage), White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-42	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
JC-21B 21 **Location:** Dishwashing Area - Joint Compound (1952 Vintage), White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-43	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
JC-21C 21 **Location:** Dishwashing Area - Joint Compound (1952 Vintage), White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-44	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
TEC-22A 22 **Location:** Dishwashing Area - Tectum Board, Brown **Analyst Description:** Brown, Homogeneous, Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 90%, Non-fibrous 10%	225021855-45	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
TEC-22B 22 **Location:** Dishwashing Area - Tectum Board, Brown **Analyst Description:** Brown, Homogeneous, Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 90%, Non-fibrous 10%	225021855-46	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
CWTGR-23A 23 **Location:** Kitchen #159 - Ceramic Wall Tile Grout, Grey **Analyst Description:** White, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-47	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
CWTGR-23B 23 **Location:** Dishwashing Area - Ceramic Wall Tile Grout, Grey **Analyst Description:** White, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-48	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
FT-24A 24 **Location:** Cafeteria Storage Stairs #155 - 12"x12" Floor Tile, Dark Brown Mottled **Analyst Description:** Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile <0.3 % pc **Other Material:** Non-fibrous 6.4%	225021855-49	***Yes***	Inconclusive - Trace Chrysotile detected at 1% or less (NOB by EPA 600/M4-82-020) by Bo Sun on 02/17/25	*1*
FT-24B 24 **Location:** Cafeteria Storage Stairs #155 - 12"x12" Floor Tile, Dark Brown Mottled **Analyst Description:** Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile <0.3 % pc **Other Material:** Non-fibrous 18%	225021855-50	***Yes***	Inconclusive - Trace Chrysotile detected at 1% or less (NOB by EPA 600/M4-82-020) by Bo Sun on 02/17/25	*1*
STADH-25A 25 **Location:** Stairwell #122 - Stair Tread Adhesive, Tan **Analyst Description:** Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 13%	225021855-51	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
STADH-25B 25 **Location:** Stairwell #147 - Stair Tread Adhesive, Tan **Analyst Description:** Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 13%	225021855-52	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
WPADH-26A 26 **Location:** Gym #132 - Gym Wall Pad Adhesive, Tan **Analyst Description:** Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 29%	225021855-53	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
WPADH-26B 26 **Location:** Gym #132 - Gym Wall Pad Adhesive, Tan **Analyst Description:** Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 30%	225021855-54	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
DS-27A 27 **Location:** Stage #131 - Duct Sealant, Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 7.6%	225021855-55	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
DS-27B 27 **Location:** Classroom #101 - Duct Sealant, Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 6.2%	225021855-56	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
CET-28A 28 **Location:** Classroom #101 - 2'x4' Lay-In Ceiling Tile Worm & Pinholes, White / Grey **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 35%	225021855-57	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
CET-28B 28 **Location:** Classroom #102 - 2'x4' Lay-In Ceiling Tile Worm & Pinholes, White / Grey **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 41%	225021855-58	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
CET-29A 29 **Location:** Classroom #100 - 2'x2' Lay-In Ceiling Tile Fissured, White / Grey **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 22%	225021855-59	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
CET-29B 29 **Location:** Classroom #100 - 2'x2' Lay-In Ceiling Tile Fissured, White / Grey **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 36%	225021855-60	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
FPLAST-30A 30 **Location:** Classroom #101 - Plaster Finish Coat (1935 Vintage), Tan **Analyst Description:** Beige, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-61	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
FPLAST-30B 30 **Location:** Classroom #102 - Plaster Finish Coat (1935 Vintage), Tan **Analyst Description:** Beige, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-62	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
FPLAST-30C 30 **Location:** Classroom #100 - Plaster Finish Coat (1935 Vintage), Tan **Analyst Description:** Beige, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-63	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
BPLAST-31A 31 **Location:** Classroom #101 - Plaster Base Coat (1935 Vintage), Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-64	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
BPLAST-31B 31 **Location:** Classroom #102 - Plaster Base Coat (1935 Vintage), Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-65	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
SR-32A 32 **Location:** Classroom #101 - Sheetrock (1935 Vintage), Grey **Analyst Description:** Gray/Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 15%, Non-fibrous 85%	225021855-66	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
SR-32B 32 **Location:** Classroom #101 - Sheetrock (1935 Vintage), Grey **Analyst Description:** Gray/Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 15%, Non-fibrous 85%	225021855-67	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
JC-33A 33 **Location:** Classroom #101 - Joint Compound (1935 Vintage), White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-68	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
JC-33B 33 **Location:** Classroom #101 - Joint Compound (1935 Vintage), White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-69	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
JC-33C 33 **Location:** Classroom #101 - Joint Compound (1935 Vintage), White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-70	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
VTSD-34A 34 **Location:** Classroom #101 - Vent Hood Siding, White **Analyst Description:** White, Homogeneous, Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 15%, Non-fibrous 85%	225021855-71	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
VTSD-34B 34 **Location:** Classroom #101 - Vent Hood Siding, White **Analyst Description:** White, Homogeneous, Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 15%, Non-fibrous 85%	225021855-72	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
SLTT-35A 35 **Location:** Classroom #101 - Science Lab Table Top, Black **Analyst Description:** Black, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-73	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
SLTT-35B 35 **Location:** Classroom #212 - Science Lab Table Top, Black **Analyst Description:** Black, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-74	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
CWT-36A 36 **Location:** Boy's Bathroom #153 - Ceramic Wall Tile Grout, White **Analyst Description:** White, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-75	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
CWT-36B 36 **Location:** Girl's Bathroom #155 - Ceramic Wall Tile Grout, White **Analyst Description:** White, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-76	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
WCAULK-37A 37 **Location:** Classroom #138 - Exterior - Window Caulk, White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 16%	225021855-77	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
WCAULK-37B 37 **Location:** Classroom #136 - Exterior - Window Caulk, White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 22%	225021855-78	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
WSCAULK-38A 38 **Location:** Classroom #138 - Exterior - Window Sill Caulk, Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 28%	225021855-79	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
WSCAULK-38B 38 **Location:** Classroom #136 - Exterior - Window Sill Caulk, Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 28%	225021855-80	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
SR-39A 39 **Location:** Classroom #212 - Sheetrock (1995 Vintage), Grey **Analyst Description:** Brown/White, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 15%, Non-fibrous 85%	225021855-81	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
SR-39B 39 **Location:** Classroom #214 - Sheetrock (1995 Vintage), Grey **Analyst Description:** Brown/White, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 15%, Non-fibrous 85%	225021855-82	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
JC-40A 40 **Location:** Classroom #212 - Joint Compound (1995 Vintage), White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-83	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
JC-40B 40 **Location:** Classroom #214 - Joint Compound (1995 Vintage), White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-84	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
JC-40C 40 **Location:** Classroom #220 - Joint Compound (1995 Vintage), White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-85	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
SLTTC-41A 41 **Location:** Classroom #212 - Science Lab Table Top Caulk, Black **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 30%	225021855-86	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
SLTTC-41B 41 **Location:** Classroom #212 - Science Lab Table Top Caulk, Black **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 33%	225021855-87	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*

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PLM Bulk Asbestos Report

25-012; DeRuyter CSD; DeRuyter CSD 2024 CIP Testing, Main Building, 711 Railroad St., DeRuyter, NY 13052

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
FT-42A 42 **Location:** Classroom #212 - 12"x12" Floor Tile, Tan W/ Grey & Green Flecks **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.5%	225021855-88	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
FT-42B 42 **Location:** Classroom #214 - 12"x12" Floor Tile, Tan W/ Grey & Green Flecks **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.2%	225021855-89	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
FTADH-43A 43 **Location:** Classroom #212 - Floor Tile Adhesive (FT-42), Tan **Analyst Description:** Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 3.2%	225021855-90	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
FTADH-43B 43 **Location:** Classroom #214 - Floor Tile Adhesive (FT-42), Tan **Analyst Description:** Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 28%	225021855-91	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
BCADH-44A 44 **Location:** Classroom #212 - Vinyl Base Cove Adhesive, Off-White **Analyst Description:** Off-White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 1.0%	225021855-92	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
BCADH-44B 44 **Location:** Classroom #214 - Vinyl Base Cove Adhesive, Off-White **Analyst Description:** Off-White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 1.0%	225021855-93	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
BCADH-45A 45 **Location:** Classroom #210 - Vinyl Base Cove Adhesive, Tan **Analyst Description:** Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 25%	225021855-94	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*

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PLM Bulk Asbestos Report

25-012; DeRuyter CSD; DeRuyter CSD 2024 CIP Testing, Main Building, 711 Railroad St., DeRuyter, NY 13052

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
BCADH-45B 45 **Location:** Classroom #210 - Vinyl Base Cove Adhesive, Tan **Analyst Description:** Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 23%	225021855-95	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
TERR-46A 46 **Location:** Classroom #210 - Terrazzo Floor, Orange W/ White & Black **Analyst Description:** Multi-Colored, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-96	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
TERR-46B 46 **Location:** Classroom #209 - Terrazzo Floor, Orange W/ White & Black **Analyst Description:** Multi-Colored, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225021855-97	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/17/25	
CWTADH-47A 47 **Location:** Boy's Bathroom #237 - Ceramic Wall Tile Adhesive, Tan **Analyst Description:** Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 40%	225021855-98	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
CWTADH-47B 47 **Location:** Boy's Bathroom #237 - Ceramic Wall Tile Adhesive, Tan **Analyst Description:** Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 40%	225021855-99	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
CPADH-48A 48 **Location:** Auditorium Seating Area #134 - Carpet Adhesive, Tan **Analyst Description:** Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 31%	225021855-100	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
CPADH-48B 48 **Location:** Auditorium Seating Area #134 - Carpet Adhesive, Tan **Analyst Description:** Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 33%	225021855-101	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*

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PLM Bulk Asbestos Report

25-012; DeRuyter CSD; DeRuyter CSD 2024 CIP Testing, Main Building, 711 Railroad St., DeRuyter, NY 13052

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
CPSADH-49A 49 **Location:** Library #125 - Carpet Square Adhesive, Teal **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 32%	225021855-102	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*
CPSADH-49B 49 **Location:** Library #125 - Carpet Square Adhesive, Teal **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 33%	225021855-103	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/17/25	*2*

Reporting Notes:

(1) Trace <1% results by NYS 198.6 are inconclusive and are not considered non-ACM

(2) NAD results by NYS 198.6 are inconclusive and are not considered non-ACM

Analyzed by: Bo Sun
Date: 2/17/2025

Reviewed by: Karol H. Lu

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229003, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

Client Name: Energy & Environment, LLC

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4

25-012; DeRuyter CSD; DeRuyter CSD 2024 CIP Testing, Main Building, 711 Railroad St., DeRuyter, NY 13052

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	BJACKET-01A	01	----	----	----	----	NAD	NA
Location:	Boiler Room #B16 - Boiler Insulation Jacket, White							
02	BJACKET-01B	01	----	----	----	----	NAD	NA
Location:	Boiler Room #B16 - Boiler Insulation Jacket, White							
03	BMAG-02A	02	----	----	----	----	NAD	NA
Location:	Boiler Room #B16 - Boiler MAG Insulation, Grey							
04	BMAG-02B	02	----	----	----	----	NAD	NA
Location:	Boiler Room #B16 - Boiler MAG Insulation, Grey							
05	BINS-03A	03	----	----	----	----	NAD	NA
Location:	Boiler Room #B16 - Boiler Insulation, Tan							
06	BINS-03B	03	----	----	----	----	NAD	NA
Location:	Boiler Room #B16 - Boiler Insulation, Tan							
07	FT-04A	04	0.222	18.8	73.8	5.9	Chrysotile <0.3	Chrysotile 1.5
Location:	Reading Room #130 - 12"x12" Floor Tile, Mint W/ Green Flecks							
08	FT-04B	04	0.228	18.1	75.2	6.7	Chrysotile <0.3	NA/PS
Location:	Reading Room #130 - 12"x12" Floor Tile, Mint W/ Green Flecks							
09	FTM-05A	05	0.198	76.1	14.2	9.7	NAD	NAD
Location:	Reading Room #130 - Floor Tile Mastic, Black							
10	FTM-05B	05	0.238	72.9	14.5	12.5	NAD	NAD
Location:	Classroom #137 - Floor Tile Mastic, Black							
11	FT-06A	06	0.302	21.1	71.4	5.9	Chrysotile <0.3	Chrysotile 1.5
Location:	Speech Room #125 - 12"x12" Floor Tile, Brown Mottled							
12	FT-06B	06	0.272	19.1	73.7	7.2	Chrysotile <0.3	NA/PS
Location:	Speech Room #125 - 12"x12" Floor Tile, Brown Mottled							
13	FT-07A	07	0.279	16.9	74.8	6.6	Chrysotile <0.3	Chrysotile 1.7
Location:	Storage #177 - 12"x12" Floor Tile, Tan W/ Brown Streaks							
14	FT-07B	07	0.246	16.9	74.5	8.6	Chrysotile <0.3	NA/PS
Location:	Storage #177 - 12"x12" Floor Tile, Tan W/ Brown Streaks							
15	FT-08A	08	0.253	17.1	76.1	5.1	Chrysotile <0.3	Chrysotile 1.7
Location:	O.T. Room #134 - 12"x12" Floor Tile, Cream Mottled							
16	FT-08B	08	0.292	17.0	75.4	7.6	Chrysotile <0.3	NA/PS
Location:	O.T. Room #134 - 12"x12" Floor Tile, Cream Mottled							

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Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4
25-012; DeRuyter CSD; DeRuyter CSD 2024 CIP Testing, Main Building, 711 Railroad St., DeRuyter, NY 13052

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	BCM-09A	09	0.187	47.9	5.7	46.4	NAD	NAD
Location:	O.T. Room #134 - Vinyl Base Cove Mastic, Brown							
18	BCM-09B	09	0.296	43.4	16.0	40.6	NAD	NAD
Location:	Classroom #138 - Vinyl Base Cove Mastic, Brown							
19	FT-10A	10	0.285	20.1	72.3	7.6	Chrysotile <0.3	NA
Location:	Classroom #137 - 12"x12" Floor Tile, Olive W/ Tan Flecks							
20	FT-10B	10	0.266	18.3	62.0	16.9	Chrysotile 2.8	NA
Location:	Classroom #138 - 12"x12" Floor Tile, Olive W/ Tan Flecks							
21	FPLAST-11A	11	----	----	----	----	NAD	NA
Location:	O.T. Room #134 - Plaster Finish Coat (1976 Vintage), White							
22	FPLAST-11B	11	----	----	----	----	NAD	NA
Location:	Classroom #138 - Plaster Finish Coat (1976 Vintage), White							
23	FPLAST-11C	11	----	----	----	----	NAD	NA
Location:	Storage #177 - Plaster Finish Coat (1976 Vintage), White							
24	BPLAST-12A	12	----	----	----	----	NAD	NA
Location:	O.T. Room #134 - Plaster Base Coat (1976 Vintage), Grey							
25	BPLAST-12B	12	----	----	----	----	NAD	NA
Location:	Classroom #138 - Plaster Base Coat (1976 Vintage), Grey							
26	CET-13A	13	0.232	12.6	53.3	34.1	NAD	NAD
Location:	Girl's Bathroom #175 - 1'x1' Ceiling Tile, White / Grey							
27	CET-13B	13	0.231	12.6	57.8	29.6	NAD	NAD
Location:	Boy's Bathroom #176 - 1'x1' Ceiling Tile, White / Grey							
28	GDAB-14A	14	0.317	48.9	3.3	47.9	NAD	NAD
Location:	Girl's Bathroom #175 - Ceiling Tile Glue Dab, Brown							
29	GDAB-14B	14	0.259	50.4	7.7	41.9	NAD	NAD
Location:	Girl's Bathroom #175 - Ceiling Tile Glue Dab, Brown							
30	CWTGR-15A	15	----	----	----	----	NAD	NA
Location:	Boy's Bathroom #176 - Ceramic Wall Tile Grout, White							
31	CWTGR-15B	15	----	----	----	----	NAD	NA
Location:	Girl's Bathroom #175 - Ceramic Wall Tile Grout, White							
32	CWTTS-16A	16	----	----	----	----	NAD	NA
Location:	Boy's Bathroom #176 - Ceramic Wall Tile Thinset, Grey							

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Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4
25-012; DeRuyter CSD; DeRuyter CSD 2024 CIP Testing, Main Building, 711 Railroad St., DeRuyter, NY 13052

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
33	CWTTS-16B	16	----	----	----	----	NAD	NA
Location:	Boy's Bathroom #176 - Ceramic Wall Tile Thinset, Grey							
34	TERR-17A	17	----	----	----	----	NAD	NA
Location:	Boy's Bathroom #176 - Terrazzo Floor, Light Brown W/ Red, White & Dark Brown							
35	TERR-17B	17	----	----	----	----	NAD	NA
Location:	Girl's Bathroom #175 - Terrazzo Floor, Light Brown W/ Red, White & Dark Brown							
36	FCAULK-18A	18	0.301	48.8	47.8	3.4	NAD	NAD
Location:	Boy's Bathroom #176 - Fixture Caulk, White							
37	FCAULK-18B	18	0.226	42.2	55.7	2.1	NAD	NAD
Location:	Boy's Bathroom #176 - Fixture Caulk, White							
38	FP-19A	19	----	----	----	----	NAD	NA
Location:	Kitchen #159 - Structural Fireproofing, Grey							
39	FP-19B	19	----	----	----	----	NAD	NA
Location:	Classroom #212 - Structural Fireproofing, Grey							
40	SR-20A	20	----	----	----	----	NAD	NA
Location:	Dishwashing Area - Sheetrock (1952 Vintage), Grey							
41	SR-20B	20	----	----	----	----	NAD	NA
Location:	Dishwashing Area - Sheetrock (1952 Vintage), Grey							
42	JC-21A	21	----	----	----	----	NAD	NA
Location:	Dishwashing Area - Joint Compound (1952 Vintage), White							
43	JC-21B	21	----	----	----	----	NAD	NA
Location:	Dishwashing Area - Joint Compound (1952 Vintage), White							
44	JC-21C	21	----	----	----	----	NAD	NA
Location:	Dishwashing Area - Joint Compound (1952 Vintage), White							
45	TEC-22A	22	----	----	----	----	NAD	NA
Location:	Dishwashing Area - Tectum Board, Brown							
46	TEC-22B	22	----	----	----	----	NAD	NA
Location:	Dishwashing Area - Tectum Board, Brown							
47	CWTGR-23A	23	----	----	----	----	NAD	NA
Location:	Kitchen #159 - Ceramic Wall Tile Grout, Grey							
48	CWTGR-23B	23	----	----	----	----	NAD	NA
Location:	Dishwashing Area - Ceramic Wall Tile Grout, Grey							

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Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4
25-012; DeRuyter CSD; DeRuyter CSD 2024 CIP Testing, Main Building, 711 Railroad St., DeRuyter, NY 13052

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
49	FT-24A	24	0.261	16.7	76.9	6.2	Chrysotile <0.3	Chrysotile <1.0
Location:	Cafeteria Storage Stairs #155 - 12"x12" Floor Tile, Dark Brown Mottled							
50	FT-24B	24	0.252	16.9	64.9	15.5	Chrysotile <0.3	Chrysotile 2.7
Location:	Cafeteria Storage Stairs #155 - 12"x12" Floor Tile, Dark Brown Mottled							
51	STADH-25A	25	0.345	41.2	45.5	13.3	NAD	NAD
Location:	Stairwell #122 - Stair Tread Adhesive, Tan							
52	STADH-25B	25	0.293	44.9	41.5	13.6	NAD	NAD
Location:	Stairwell #147 - Stair Tread Adhesive, Tan							
53	WPADH-26A	26	0.201	38.4	31.7	29.9	NAD	NAD
Location:	Gym #132 - Gym Wall Pad Adhesive, Tan							
54	WPADH-26B	26	0.318	36.3	33.3	30.4	NAD	NAD
Location:	Gym #132 - Gym Wall Pad Adhesive, Tan							
55	DS-27A	27	0.155	30.2	62.2	7.6	NAD	NAD
Location:	Stage #131 - Duct Sealant, Grey							
56	DS-27B	27	0.119	30.5	63.2	6.2	NAD	NAD
Location:	Classroom #101 - Duct Sealant, Grey							
57	CET-28A	28	0.197	26.6	38.2	35.2	NAD	NAD
Location:	Classroom #101 - 2'x4' Lay-In Ceiling Tile Worm & Pinholes, White / Grey							
58	CET-28B	28	0.123	24.6	34.0	41.4	NAD	NAD
Location:	Classroom #102 - 2'x4' Lay-In Ceiling Tile Worm & Pinholes, White / Grey							
59	CET-29A	29	0.139	12.1	65.7	22.2	NAD	NAD
Location:	Classroom #100 - 2'x2' Lay-In Ceiling Tile Fissured, White / Grey							
60	CET-29B	29	0.231	8.3	55.1	36.7	NAD	NAD
Location:	Classroom #100 - 2'x2' Lay-In Ceiling Tile Fissured, White / Grey							
61	FPLAST-30A	30	----	----	----	----	NAD	NA
Location:	Classroom #101 - Plaster Finish Coat (1935 Vintage), Tan							
62	FPLAST-30B	30	----	----	----	----	NAD	NA
Location:	Classroom #102 - Plaster Finish Coat (1935 Vintage), Tan							
63	FPLAST-30C	30	----	----	----	----	NAD	NA
Location:	Classroom #100 - Plaster Finish Coat (1935 Vintage), Tan							
64	BPLAST-31A	31	----	----	----	----	NAD	NA
Location:	Classroom #101 - Plaster Base Coat (1935 Vintage), Grey							

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Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4
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AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
65	BPLAST-31B	31	----	----	----	----	NAD	NA
Location:	Classroom #102 - Plaster Base Coat (1935 Vintage), Grey							
66	SR-32A	32	----	----	----	----	NAD	NA
Location:	Classroom #101 - Sheetrock (1935 Vintage), Grey							
67	SR-32B	32	----	----	----	----	NAD	NA
Location:	Classroom #101 - Sheetrock (1935 Vintage), Grey							
68	JC-33A	33	----	----	----	----	NAD	NA
Location:	Classroom #101 - Joint Compound (1935 Vintage), White							
69	JC-33B	33	----	----	----	----	NAD	NA
Location:	Classroom #101 - Joint Compound (1935 Vintage), White							
70	JC-33C	33	----	----	----	----	NAD	NA
Location:	Classroom #101 - Joint Compound (1935 Vintage), White							
71	VTSD-34A	34	----	----	----	----	NAD	NA
Location:	Classroom #101 - Vent Hood Siding, White							
72	VTSD-34B	34	----	----	----	----	NAD	NA
Location:	Classroom #101 - Vent Hood Siding, White							
73	SLTT-35A	35	----	----	----	----	NAD	NA
Location:	Classroom #101 - Science Lab Table Top, Black							
74	SLTT-35B	35	----	----	----	----	NAD	NA
Location:	Classroom #212 - Science Lab Table Top, Black							
75	CWT-36A	36	----	----	----	----	NAD	NA
Location:	Boy's Bathroom #153 - Ceramic Wall Tile Grout, White							
76	CWT-36B	36	----	----	----	----	NAD	NA
Location:	Girl's Bathroom #155 - Ceramic Wall Tile Grout, White							
77	WCAULK-37A	37	0.150	31.0	52.4	16.5	NAD	NAD
Location:	Classroom #138 - Exterior - Window Caulk, White							
78	WCAULK-37B	37	0.285	31.7	45.6	22.7	NAD	NAD
Location:	Classroom #136 - Exterior - Window Caulk, White							
79	WSCAULK-38A	38	0.204	47.2	23.9	28.9	NAD	NAD
Location:	Classroom #138 - Exterior - Window Sill Caulk, Grey							
80	WSCAULK-38B	38	0.147	49.5	22.3	28.2	NAD	NAD
Location:	Classroom #136 - Exterior - Window Sill Caulk, Grey							

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25-012; DeRuyter CSD; DeRuyter CSD 2024 CIP Testing, Main Building, 711 Railroad St., DeRuyter, NY 13052

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
81	SR-39A	39	----	----	----	----	NAD	NA
Location:	Classroom #212 - Sheetrock (1995 Vintage), Grey							
82	SR-39B	39	----	----	----	----	NAD	NA
Location:	Classroom #214 - Sheetrock (1995 Vintage), Grey							
83	JC-40A	40	----	----	----	----	NAD	NA
Location:	Classroom #212 - Joint Compound (1995 Vintage), White							
84	JC-40B	40	----	----	----	----	NAD	NA
Location:	Classroom #214 - Joint Compound (1995 Vintage), White							
85	JC-40C	40	----	----	----	----	NAD	NA
Location:	Classroom #220 - Joint Compound (1995 Vintage), White							
86	SLTTC-41A	41	0.147	61.4	8.6	30.0	NAD	NAD
Location:	Classroom #212 - Science Lab Table Top Caulk, Black							
87	SLTTC-41B	41	0.128	61.0	5.1	33.9	NAD	NAD
Location:	Classroom #212 - Science Lab Table Top Caulk, Black							
88	FT-42A	42	0.249	15.9	78.6	5.5	NAD	NAD
Location:	Classroom #212 - 12"x12" Floor Tile, Tan W/ Grey & Green Flecks							
89	FT-42B	42	0.300	14.2	80.7	5.2	NAD	NAD
Location:	Classroom #214 - 12"x12" Floor Tile, Tan W/ Grey & Green Flecks							
90	FTADH-43A	43	0.182	62.5	34.3	3.2	NAD	NAD
Location:	Classroom #212 - Floor Tile Adhesive (FT-42), Tan							
91	FTADH-43B	43	0.121	25.8	46.2	28.0	NAD	NAD
Location:	Classroom #214 - Floor Tile Adhesive (FT-42), Tan							
92	BCADH-44A	44	0.196	26.0	73.0	1.0	NAD	NAD
Location:	Classroom #212 - Vinyl Base Cove Adhesive, Off-White							
93	BCADH-44B	44	0.313	30.0	69.0	1.0	NAD	NAD
Location:	Classroom #214 - Vinyl Base Cove Adhesive, Off-White							
94	BCADH-45A	45	0.263	60.1	14.1	25.8	NAD	NAD
Location:	Classroom #210 - Vinyl Base Cove Adhesive, Tan							
95	BCADH-45B	45	0.166	65.6	10.5	23.9	NAD	NAD
Location:	Classroom #210 - Vinyl Base Cove Adhesive, Tan							
96	TERR-46A	46	----	----	----	----	NAD	NA
Location:	Classroom #210 - Terrazzo Floor, Orange W/ White & Black							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4

25-012; DeRuyter CSD; DeRuyter CSD 2024 CIP Testing, Main Building, 711 Railroad St., DeRuyter, NY 13052

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
97	TERR-46B	46	----	----	----	----	NAD	NA
Location:	Classroom #209 - Terrazzo Floor, Orange W/ White & Black							
98	CWTADH-47A	47	0.209	50.4	9.1	40.5	NAD	NAD
Location:	Boy's Bathroom #237 - Ceramic Wall Tile Adhesive, Tan							
99	CWTADH-47B	47	0.163	50.6	8.7	40.7	NAD	NAD
Location:	Boy's Bathroom #237 - Ceramic Wall Tile Adhesive, Tan							
100	CPADH-48A	48	0.264	53.1	15.0	31.9	NAD	NAD
Location:	Auditorium Seating Area #134 - Carpet Adhesive, Tan							
101	CPADH-48B	48	0.251	55.4	10.8	33.8	NAD	NAD
Location:	Auditorium Seating Area #134 - Carpet Adhesive, Tan							
102	CPSADH-49A	49	0.192	57.8	9.7	32.6	NAD	NAD
Location:	Library #125 - Carpet Square Adhesive, Teal							
103	CPSADH-49B	49	0.274	58.4	7.8	33.7	NAD	NAD
Location:	Library #125 - Carpet Square Adhesive, Teal							

Analyzed by: Khaalid W. Perine
Date: 2/18/2025

Reviewed by: Karol H. Lu

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7000-Noran 7 System, Microscope, Serial #: 747-05-06. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Energy & Environment

6443 Ridings Road
Suite 134
Syracuse, NY 13206
Ph. (315) 569-2139

Asbestos Bulk Sample Chain-of-Custody

Client:	DeRuyter CSD	**Project #:**	25-012
Project:	DeRuyter CSD 2024 CIP Testing	**Date Sampled:**	2-10-25 - 2-11-25
	Main Building	**Sampled By:**	Michael Pulsifer
	711 Railroad St. DeRuyter, NY 13052		

Analysis: ☐PLM only ☑ NY ELAP PLM/TEM with NOB Prep. ☐ Other

Report Results to: Michael Pulsifer | **Email:** michael.pulsifer@energyandenvironment.net

Turn-Around Time: ☐ **RUSH** | ☐**24-Hr.** | ☐ **48-Hr.** | ☐ **72 Hr.** | ☑ **5 Day**

Homogenous Material #		Color	Sample Description	Sample Location
BJACKET-01	A	White	Boiler Insulation Jacket	Boiler Room #B16
	B			Boiler Room #B16
BMAG-02	A	Grey	Boiler MAG Insulation	Boiler Room #B16
	B			Boiler Room #B16
BINS-03	A	Tan	Boiler Insulation	Boiler Room #B16
	B			Boiler Room #B16
FT-04	A	Mint w/ Green Flecks	12"x12" Floor Tile	Reading Room #130
	B			Reading Room #130
FTM-05	A	Black	Floor Tile Mastic	Reading Room #130
	B			Classroom #137
FT-06	A	Brown Mottled	12"x12" Floor Tile	Speech Room #125
	B			Speech Room #125
FT-07	A	Tan w/ Brown Streaks	12"x12" Floor Tile	Storage #177
	B			Storage #177
FT-08	A	Cream Mottled	12"x12" Floor Tile	O.T. Room #134
	B			O.T. Room #134
BCM-09	A	Brown	Vinyl Basecove Mastic	O.T. Room #134
	B			Classroom #138
FT-10	A	Olive w/ Tan Flecks	12"x12" Floor Tile	Classroom #137
	B			Classroom #138

Send NOB's & Cellulose Containing Ceiling Tiles to TEM if <1% by PLM *****Stop at First Positive for each DUPLICATE OR TRIPLICATE Set*****

******Please Analyze ALL Joint Compound Samples******

Chain of Custody:	Signature:	Date/Time:	Comments:
Relinquished by:	Michael Pulsifer	2/12/25	#225021855
Received by:		2/13/25 1020	# 1 of 5
Relinquished by:			
Received by:			

FIELD ID CODES

FLVCT- Floor Tile **FLVCS**- Sheet Flooring **FLMAS**- Floor Mastic **RFSH**- Roof Shingle **RLRF**- Rolled Roof **CAULK**- Caulking **SR**- Sheetrock **JC**- Joint Compound **FLASH**- Roof Flashing **DI**- Duct Insulation **VAP**- Vapor Barrier **PIPE**- Pipe Insulation **WLINS**- Wall Insulation **ASPH**- Asphalt Siding **FIT**- Pipe Fitting **TRAN**- Transite **WLMAS**- Wall Mastic **GROUT** – Tile Grout **CET**- Ceiling Tiles **BPLAST**- Base Plaster **FPLAST** – Finish Plaster

Energy & Environment

6443 Ridings Road
Suite 134
Syracuse, NY 13206
Ph. (315) 569-2139

Asbestos Bulk Sample Chain-of-Custody

Client:	DeRuyter CSD	**Project #:**	25-012
Project:	DeRuyter CSD 2024 CIP Testing	**Date Sampled:**	2-10-25 - 2-11-25
	Main Building	**Sampled By:**	Michael Pulsifer
	711 Railroad St. DeRuyter, NY 13052		

Analysis: ☐PLM only ☑ NY ELAP PLM/TEM with NOB Prep. ☐ Other

Report Results to: Michael Pulsifer | **Email: michael.pulsifer@energyandenvironment.net**

Turn-Around Time: ☐ RUSH | ☐24-Hr. | ☐ 48-Hr. | ☐ 72 Hr. | ☑ 5 Day

Homogenous Material #		Color	Sample Description	Sample Location
FPLAST-11	A	White	Plaster Finish Coat (1976 Vintage)	O.T. Room #134
	B			Classroom #138
	C			Storage #177
BPLAST-12	A	Grey	Plaster Base Coat (1976 Vintage)	O.T. Room #134
	B			Classroom #138
CET-13	A	White / Grey	1' x 1' Ceiling Tile	Girl's Bathroom #175
	B			Boy's Bathroom #176
GDAB-14	A	Brown	Ceiling Tile Glue Dab	Girl's Bathroom #175
	B			Girl's Bathroom #175
CWTGR-15	A	White	Ceramic Wall Tile Grout	Boy's Bathroom #176
	B			Girl's Bathroom #175
CWTTS-16	A	Grey	Ceramic Wall Tile Thinset	Boy's Bathroom #176
	B			Boy's Bathroom #176
TERR-17	A	Light Brown w/ Red, White & Dark Brown	Terrazzo Floor	Boy's Bathroom #176
	B			Girl's Bathroom #175
FCAULK-18	A	White	Fixture Caulk	Boy's Bathroom #176
	B			Boy's Bathroom #176
FP-19	A	Grey	Structural Fireproofing	Kitchen #159
	B			Classroom #212
SR-20	A	Grey	Sheetrock (1952 Vintage)	Dishwashing Area
	B			Dishwashing Area

Send NOB's & Cellulose Containing Ceiling Tiles to TEM if <1% by PLM *****Stop at First Positive for each DUPLICATE OR TRIPLICATE Set*****

******Please Analyze ALL Joint Compound Samples******

Chain of Custody:	Signature:	Date/Time:	Comments: #225021855
Relinquished by:	Michael Pulsifer	2/12/25	
Received by:		2/13/25 1030	# 2 of 5
Relinquished by:			
Received by:			

FIELD ID CODES

FLVCT- Floor Tile **FLVCS**- Sheet Flooring **FLMAS**- Floor Mastic **RFSH**- Roof Shingle **RLRF**- Rolled Roof **CAULK**- Caulking **SR**- Sheetrock **JC**- Joint Compound **FLASH**- Roof Flashing **DI**- Duct Insulation **VAP**- Vapor Barrier **PIPE**- Pipe Insulation **WLINS**- Wall Insulation **ASPH**- Asphalt Siding **FIT**- Pipe Fitting **TRAN**- Transite **WLMAS**- Wall Mastic **GROUT** – Tile Grout **CET**- Ceiling Tiles **BPLAST**- Base Plaster **FPLAST** – Finish Plaster

Energy & Environment

6443 Ridings Road
Suite 134
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Ph. (315) 569-2139

Asbestos Bulk Sample Chain-of-Custody

Client:	DeRuyter CSD	**Project #:**	25-012
Project:	DeRuyter CSD 2024 CIP Testing	**Date Sampled:**	2-10-25 - 2-11-25
	Main Building	**Sampled By:**	Michael Pulsifer
	711 Railroad St. DeRuyter, NY 13052		

Analysis: ☐PLM only ☑ NY ELAP PLM/TEM with NOB Prep. ☐ Other

Report Results to: Michael Pulsifer | **Email:** michael.pulsifer@energyandenvironment.net

Turn-Around Time: ☐ **RUSH** | ☐**24-Hr.** | ☐ **48-Hr.** | ☐ **72 Hr.** | ☑ **5 Day**

Homogenous Material #		Color	Sample Description	Sample Location
JC-21	A	White	Joint Compound (1952 Vintage)	Dishwashing Area
	B			Dishwashing Area
	C			Dishwashing Area
TEC-22	A	Brown	Tectum Board	Dishwashing Area
	B			Dishwashing Area
CWTGR-23	A	Grey	Ceramic Wall Tile Grout	Kitchen #159
	B			Dishwashing Area
FT-24	A	Dark Brown Mottled	12" x 12" Floor Tile	Cafeteria Storage Stairs #155
	B			Cafeteria Storage Stairs #155
STADH-25	A	Tan	Stair Tread Adhesive	Stairwell #122
	B			Stairwell #147
WPADH-26	A	Tan	Gym Wall Pad Adhesive	Gym #132
	B			Gym #132
DS-27	A	Grey	Duct Sealant	Stage #131
	B			Classroom #101
CET-28	A	White / Grey	2' x 4' Lay-In Ceiling Tile Worm & Pinholes	Classroom #101
	B			Classroom #102
CET-29	A	White / Grey	2' x 2' Lay-In Ceiling Tile Fissured	Classroom #100
	B			Classroom #100
FPLAST-30	A	Tan	Plaster Finish Coat (1935 Vintage)	Classroom #101
	B			Classroom #102
	C			Classroom #100

Send NOB's & Cellulose Containing Ceiling Tiles to TEM if <1% by PLM *****Stop at First Positive for each DUPLICATE OR TRIPLICATE Set*****

******Please Analyze ALL Joint Compound Samples******

Chain of Custody:	Signature:	Date/Time:	Comments:
Relinquished by:	Michael Pulsifer	2/12/25	#225021855
Received by:		2/13/25 1030	# 3 of 5
Relinquished by:			
Received by:			

FIELD ID CODES

FLVCT- Floor Tile **FLVCS**- Sheet Flooring **FLMAS**- Floor Mastic **RFSH**- Roof Shingle **RLRF**- Rolled Roof **CAULK**- Caulking **SR**- Sheetrock **JC**- Joint Compound **FLASH**- Roof Flashing **DI**- Duct Insulation **VAP**- Vapor Barrier **PIPE**- Pipe Insulation **WLINS**- Wall Insulation **ASPH**- Asphalt Siding **FIT**- Pipe Fitting **TRAN**- Transite **WLMAS**- Wall Mastic **GROUT** – Tile Grout **CET**- Ceiling Tiles **BPLAST**- Base Plaster **FPLAST** – Finish Plaster

Energy & Environment

6443 Ridings Road
Suite 134
Syracuse, NY 13206
Ph. (315) 569-2139

Asbestos Bulk Sample Chain-of-Custody

Client:	DeRuyter CSD	**Project #:**	25-012
Project:	DeRuyter CSD 2024 CIP Testing	**Date Sampled:**	2-10-25 - 2-11-25
	Main Building	**Sampled By:**	Michael Pulsifer
	711 Railroad St. DeRuyter, NY 13052		

Analysis: ☐PLM only ☑ NY ELAP PLM/TEM with NOB Prep. ☐ Other

Report Results to: Michael Pulsifer | **Email: michael.pulsifer@energyandenvironment.net**

Turn-Around Time: ☐ RUSH | ☐24-Hr. | ☐ 48-Hr. | ☐ 72 Hr. | ☑ 5 Day

Homogenous Material #		Color	Sample Description	Sample Location
BPLAST-31	A	Grey	Plaster Base Coat (1935 Vintage)	Classroom #101
	B			Classroom #102
SR-32	A	Grey	Sheetrock (1935 Vintage)	Classroom #101
	B			Classroom #101
JC-33	A	White	Joint Compound (1935 Vintage)	Classroom #101
	B			Classroom #101
	C			Classroom #101
VTSD-34	A	White	Vent Hood Siding	Classroom #101
	B			Classroom #101
SLTT-35	A	Black	Science Lab Table Top	Classroom #101
	B			Classroom #212
CWT-36	A	White	Ceramic Wall Tile Grout	Boy's Bathroom #153
	B			Girl's Bathroom #155
WCAULK-37	A	White	Window Caulk	Classroom #138 - Exterior
	B			Classroom #136 - Exterior
WSCAULK-38	A	Grey	Window Sill Caulk	Classroom #138 - Exterior
	B			Classroom #136 - Exterior
SR-39	A	Grey	Sheetrock (1995 Vintage)	Classroom #212
	B			Classroom #214
JC-40	A	White	Joint Compound (1995 Vintage)	Classroom #212
	B			Classroom #214
	C			Classroom #220

Send NOB's & Cellulose Containing Ceiling Tiles to TEM if <1% by PLM *****Stop at First Positive for each DUPLICATE OR TRIPLICATE Set*****

******Please Analyze ALL Joint Compound Samples******

Chain of Custody:	Signature:	Date/Time:	Comments:
Relinquished by:	Michael Pulsifer	2/12/25	#225021855
Received by:		2/13/25 1030	# 4 of 5
Relinquished by:			
Received by:			

FIELD ID CODES

FLVCT- Floor Tile **FLVCS**- Sheet Flooring **FLMAS**- Floor Mastic **RFSH**- Roof Shingle **RLRF**- Rolled Roof **CAULK**- Caulking **SR**- Sheetrock **JC**- Joint Compound **FLASH**- Roof Flashing **DI**- Duct Insulation **VAP**- Vapor Barrier **PIPE**- Pipe Insulation **WLINS**- Wall Insulation **ASPH**- Asphalt Siding **FIT**- Pipe Fitting **TRAN**- Transite **WLMAS**- Wall Mastic **GROUT** – Tile Grout **CET**- Ceiling Tiles **BPLAST**- Base Plaster **FPLAST** – Finish Plaster

Energy & Environment

6443 Ridings Road
Suite 134
Syracuse, NY 13206
Ph. (315) 569-2139

Asbestos Bulk Sample Chain-of-Custody

Client:	DeRuyter CSD	**Project #:**	25-012
Project:	DeRuyter CSD 2024 CIP Testing	**Date Sampled:**	2-10-25 - 2-11-25
	Main Building	**Sampled By:**	Michael Pulsifer
	711 Railroad St. DeRuyter, NY 13052		

Analysis: ☐PLM only ☑ NY ELAP PLM/TEM with NOB Prep. ☐ Other

Report Results to: Michael Pulsifer | **Email:** michael.pulsifer@energyandenvironment.net

Turn-Around Time: ☐ RUSH | ☐24-Hr. | ☐ 48-Hr. | ☐ 72 Hr. | ☑ 5 Day

Homogenous Material #		Color	Sample Description	Sample Location
SLTTC-41	A	Black	Science Lab Table Top Caulk	Classroom #212
	B			Classroom #212
FT-42	A	Tan w/ Grey & Green Flecks	12" x 12" Floor Tile	Classroom #212
	B			Classroom #214
FTADH-43	A	Tan	Floor Tile Adhesive (FT-42)	Classroom #212
	B			Classroom #214
BCADH-44	A	Off-White	Vinyl Basecove Adhesive	Classroom #212
	B			Classroom #214
BCADH-45	A	Tan	Vinyl Basecove Adhesive	Classroom #210
	B			Classroom #210
TERR-46	A	Orange w/ White & Black	Terrazzo Floor	Classroom #210
	B			Classroom #209
CWTADH-47	A	Tan	Ceramic Wall Tile Adhesive	Boy's Bathroom #237
	B			Boy's Bathroom #237
CPADH-48	A	Tan	Carpet Adhesive	Auditorium Seating Area #134
	B			Auditorium Seating Area #134
CPSADH-49	A	Teal	Carpet Square Adhesive	Library #125
	B			Library #125

Send NOB's & Cellulose Containing Ceiling Tiles to TEM if <1% by PLM *****Stop at First Positive for each DUPLICATE OR TRIPLICATE Set*****

******Please Analyze ALL Joint Compound Samples******

Chain of Custody:	Signature:	Date/Time:	Comments:
Relinquished by:	Michael Pulsifer	2/12/25	#225021855
Received by:		2/13/25 1030	# 5 of 5
Relinquished by:			
Received by:			

FIELD ID CODES

FLVCT- Floor Tile **FLVCS**- Sheet Flooring **FLMAS**- Floor Mastic **RFSH**- Roof Shingle **RLRF**- Rolled Roof **CAULK**- Caulking **SR**- Sheetrock **JC**- Joint Compound **FLASH**- Roof Flashing **DI**- Duct Insulation **VAP**- Vapor Barrier **PIPE**- Pipe Insulation **WLINS**- Wall Insulation **ASPH**- Asphalt Siding **FIT**- Pipe Fitting **TRAN**- Transite **WLMAS**- Wall Mastic **GROUT** – Tile Grout **CET**- Ceiling Tiles **BPLAST**- Base Plaster **FPLAST** – Finish Plaster

Please Reply To:

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

LABORATORY ELECTRONIC TRANSMITTAL

To: Sean Hart
Energy & Environment, LLC

Fax #:

Email: sean.hart@energyandenvironment.net, mark.fiorini@energyandenvironment.net, anthony.shortt@energyandenvironment.net, michael.pulsifer@energyandenvironment.net

From: Karol H. Lu

AmeriSci Job #: 225022424

Subject: ELAP-PLM/TEM 5 day Results

Client Project: 25-012; DeRuyter CSD; DeRuyter CSD 2024 CIP Testing, Main Building, 711 Railroad St., DeRuyter, NY 13052

Date: Wednesday, February 26, 2025

Time: 13:35:56

Comments:

Number of Pages: _____
(including cover sheet)

NOTE: Attached report is to be considered preliminary until final review with accompanying analysis summary letter is issued.

CONFIDENTIALITY NOTICE: Unless otherwise indicated, the information contained in this communication is confidential information intended for use of the individual named above. If the reader of this communication is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please immediately notify the sender by telephone and return the original message to the above address via the US Postal Service at our expense. Samples are disposed of in 60 days or unless otherwise instructed by the protocol or special instructions in writing. Thank you.

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Energy & Environment, LLC
Attn: Sean Hart
6443 Ridings Road, Suite 134

Syracuse, NY 13206

Date Received 2/21/2025 **AmeriSci Job #** 225022424
Date Examined 02/26/25 **P.O. #**
ELAP # 11480 **Page** 1 **of** 1
RE: 25-012; DeRuyter CSD; DeRuyter CSD 2024 CIP Testing, Main Building, 711 Railroad St., DeRuyter, NY 13052

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
FT-51A FT-51 **Location:** Classroom #101 - 12" x 12" Floor Tile - Off-White Mottled **Analyst Description:** Off-White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 7.8%	225022424-01	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/26/25	*1*
FT-51B FT-51 **Location:** Classroom #101 - 12" x 12" Floor Tile - Off-White Mottled **Analyst Description:** Off-White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9.7%	225022424-02	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 02/26/25	*1*
FLLC-52A FLLC-52 **Location:** Classroom #101 - Floor Leveling Compound - Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225022424-03	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/26/25	
FLLC-52B FLLC-52 **Location:** Classroom #101 - Floor Leveling Compound - Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225022424-04	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 02/26/25	

Reporting Notes:

(1) NAD results by NYS 198.6 are inconclusive and are not considered non-ACM

Analyzed by: Bo Sun
Date: 2/26/2025

Reviewed by: Karol H. Lu

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229003, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

AmeriSci Job #: **225022424**

Client Name: Energy & Environment, LLC

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4

25-012; DeRuyter CSD; DeRuyter CSD 2024 CIP Testing, Main Building, 711 Railroad St., DeRuyter, NY 13052

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	FT-51A	FT-51	0.370	12.0	80.2	7.8	NAD	NAD
Location:	Classroom #101 - 12" x 12" Floor Tile - Off-White Mottled							
02	FT-51B	FT-51	0.467	15.1	75.2	9.7	NAD	NAD
Location:	Classroom #101 - 12" x 12" Floor Tile - Off-White Mottled							
03	FLLC-52A	FLLC-52	----	----	----	----	NAD	NA
Location:	Classroom #101 - Floor Leveling Compound - Grey							
04	FLLC-52B	FLLC-52	----	----	----	----	NAD	NA
Location:	Classroom #101 - Floor Leveling Compound - Grey							

Analyzed by: Karol H. Lu
Date: 2/26/2025

Reviewed by: Karol H. Lu

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H600-Noran 7 System, Microscope, Serial #: 600-27-6. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Energy & Environment

6443 Ridings Road
Suite 134
Syracuse, NY 13206
Ph. (315) 569-2139

Asbestos Bulk Sample Chain-of-Custody

#225022424

Client:	DeRuyter CSD	**Project #:**	25-012
Project:	DeRuyter CSD 2024 CIP Testing	**Date Sampled:**	2-19-25
	Main Building	**Sampled By:**	Michael Pulsifer
	711 Railroad St. DeRuyter, NY 13052		

Analysis: ☐PLM only ☑ NY ELAP PLM/TEM with NOB Prep. ☐ Other

Report Results to: Michael Pulsifer | **Email: michael.pulsifer@energyandenvironment.net**

Turn-Around Time: ☐ RUSH | ☐24-Hr. | ☐ 48-Hr. | ☐ 72 Hr. | ☑ 5 Day

Homogenous Material #		Color	Sample Description	Sample Location
FT-51	A	Off-White Mottled	12" x 12" Floor Tile	Classroom #101
	B			Classroom #101
FLLC-52	A	Grey	Floor Leveling Compound	Classroom #101
	B			Classroom #101

Send NOB's & Cellulose Containing Ceiling Tiles to TEM if <1% by PLM *****Stop at First Positive for each DUPLICATE OR TRIPLICATE Set*****

******Please Analyze ALL Joint Compound Samples******

Chain of Custody:	Signature:	Date/Time:	Comments:
Relinquished by:	Michael Pulsifer	2/19/25	
Received by:	[illegible]	02/21/25 1440	
Relinquished by:			
Received by:			

FIELD ID CODES

FLVCT- Floor Tile **FLVCS**- Sheet Flooring **FLMAS**- Floor Mastic **RFSH**- Roof Shingle **RLRF**- Rolled Roof **CAULK**- Caulking **SR**- Sheetrock **JC**- Joint Compound **FLASH**- Roof Flashing **DI**- Duct Insulation **VAP**- Vapor Barrier **PIPE**- Pipe Insulation **WLINS**- Wall Insulation **ASPH**- Asphalt Siding **FIT**- Pipe Fitting **TRAN**- Transite **WLMAS**- Wall Mastic **GROUT** – Tile Grout **CET**- Ceiling Tiles **BPLAST**- Base Plaster **FPLAST** – Finish Plaster

Please Reply To:

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

LABORATORY ELECTRONIC TRANSMITTAL

To: Sean Hart
Energy & Environment, LLC
Fax #:
Email: sean.hart@energyandenvironment.net, mark.fiorini@energyandenvironment.net, anthony.shortt@energyandenvironment.net

From: Marwan A. Alahiri
AmeriSci Job #: 225042560
Subject: ELAP-PLM/TEM 5 day Results
Client Project: 25-012; Deruyter CSD; Main School Bldg

Date: Thursday, April 24, 2025
Time: 19:06:13
Comments:

Number of Pages: _____
(including cover sheet)

NOTE: Attached report is to be considered preliminary until final review with accompanying analysis summary letter is issued.

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AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Energy & Environment, LLC
Attn: Sean Hart
6443 Ridings Road, Suite 134

Syracuse, NY 13206

Date Received 4/18/2025 **AmeriSci Job #** 225042560
Date Examined 04/24/25 **P.O. #**
ELAP # 11480 **Page** 1 **of** 3
RE: 25-012; Deruyter CSD; Main School Bldg

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
DWG-53A 53 **Location:** Room 100 - Window Glazing In Door Window, Black **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 19%	225042560-01	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 04/24/25	*1*
DWG-53B 53 **Location:** Room 100 - Window Glazing In Door Window, Black **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 19%	225042560-02	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 04/24/25	*1*
BWCB-54A 54 **Location:** Room 100 - Wood Cove Base Mastic, Black **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 40%	225042560-03	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 04/24/25	*1*
BWCB-54B 54 **Location:** Room 100 - Wood Cove Base Mastic, Black **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 39%	225042560-04	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 04/24/25	*1*
DC-55A 55 **Location:** Room 100 - Interior Door Caulk, White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 14%	225042560-05	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 04/24/25	*1*
DC-55B 55 **Location:** Room 100 - Interior Door Caulk, White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 16%	225042560-06	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 04/24/25	*1*

See Reporting notes on last page

PLM Bulk Asbestos Report

25-012; Deruyter CSD; Main School Bldg

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
BCADH-56A 56 **Location:** Corridor - 6" Vinyl Base Cove Adhesive, Beige **Analyst Description:** Beige, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 41%	225042560-07	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 04/24/25	*1*
BCADH-56B 56 **Location:** Corridor - 6" Vinyl Base Cove Adhesive, Beige **Analyst Description:** Beige, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 36%	225042560-08	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 04/24/25	*1*
WTGR-57A 57 **Location:** Corridor - 10"x12" Wall Tile Grout, Beige **Analyst Description:** Beige, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225042560-09	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 04/24/25	
WTGR-57B 57 **Location:** Corridor - 10"x12" Wall Tile Grout, Beige **Analyst Description:** Beige, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225042560-10	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 04/24/25	
SINK-58A 58 **Location:** Room 102 - Lab Sink, Black **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 31%	225042560-11	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 04/24/25	*1*
SINK-58B 58 **Location:** Room 102 - Lab Sink, Black **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 25%	225042560-12	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 04/24/25	*1*
CTCLK-59A 59 **Location:** Room 102 - Countertop Backsplash Caulk, White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.9%	225042560-13	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 04/24/25	*1*

See Reporting notes on last page

PLM Bulk Asbestos Report

25-012; Deruyter CSD; Main School Bldg

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
CTCLK-59B 59 **Location:** Room 102 - Countertop Backsplash Caulk, White **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.7%	225042560-14	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 04/24/25	*1*
PFVAP-60A 60 **Location:** Room 103A - Parquet Floor Vapor Barrier, Black **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 4.0%	225042560-15	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 04/24/25	*1*
PFVAP-60B 60 **Location:** Room 103A - Parquet Floor Vapor Barrier, Black **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 4.6%	225042560-16	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 04/24/25	*1*

Reporting Notes:

(1) NAD results by NYS 198.6 are inconclusive and are not considered non-ACM

Analyzed by: Bo Sun
Date: 4/24/2025

Reviewed by: Marwan A. Alahiri

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229003, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4

25-012; Deruyter CSD; Main School Bldg

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	DWG-53A	53	0.213	39.7	41.0	19.3	NAD	NAD
Location:	Room 100 - Window Glazing In Door Window, Black							
02	DWG-53B	53	0.230	38.2	42.3	19.5	NAD	NAD
Location:	Room 100 - Window Glazing In Door Window, Black							
03	BWCB-54A	54	0.182	50.0	9.5	40.5	NAD	NAD
Location:	Room 100 - Wood Cove Base Mastic, Black							
04	BWCB-54B	54	0.278	47.4	13.4	39.2	NAD	NAD
Location:	Room 100 - Wood Cove Base Mastic, Black							
05	DC-55A	55	0.140	17.1	68.2	14.7	NAD	NAD
Location:	Room 100 - Interior Door Caulk, White							
06	DC-55B	55	0.057	53.8	29.5	16.6	NAD	NAD
Location:	Room 100 - Interior Door Caulk, White							
07	BCADH-56A	56	0.102	35.3	23.7	41.0	NAD	NAD
Location:	Corridor - 6" Vinyl Base Cove Adhesive, Beige							
08	BCADH-56B	56	0.214	31.2	32.6	36.2	NAD	NAD
Location:	Corridor - 6" Vinyl Base Cove Adhesive, Beige							
09	WTGR-57A	57	----	----	----	----	NAD	NA
Location:	Corridor - 10"x12" Wall Tile Grout, Beige							
10	WTGR-57B	57	----	----	----	----	NAD	NA
Location:	Corridor - 10"x12" Wall Tile Grout, Beige							
11	SINK-58A	58	0.251	58.7	9.7	31.5	NAD	NAD
Location:	Room 102 - Lab Sink, Black							
12	SINK-58B	58	0.096	59.7	14.7	25.5	NAD	NAD
Location:	Room 102 - Lab Sink, Black							
13	CTCLK-59A	59	0.175	27.6	66.5	5.9	NAD	NAD
Location:	Room 102 - Countertop Backsplash Caulk, White							
14	CTCLK-59B	59	0.209	26.4	67.9	5.7	NAD	NAD
Location:	Room 102 - Countertop Backsplash Caulk, White							
15	PFVAP-60A	60	0.219	90.2	5.9	4.0	NAD	NAD
Location:	Room 103A - Parquet Floor Vapor Barrier, Black							
16	PFVAP-60B	60	0.190	78.6	16.8	4.6	NAD	NAD
Location:	Room 103A - Parquet Floor Vapor Barrier, Black							

See Reporting notes on last page

Client Name: Energy & Environment, LLC

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4

25-012; Deruyter CSD; Main School Bldg

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM

Analyzed by: Marwan A. Alahiri
Date: 4/24/2025

Reviewed by: Marwan A. Alahiri

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7000-Noran 7 System, Microscope, Serial #: 747-05-06. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Energy & Environment

6443 Ridings Road
Suite 134
Syracuse, NY 13206
Ph. (315) 569-2139

Asbestos Bulk Sample Chain-of-Custody

#225042560

Client:	DERUYTER CSD	**Project #:**	25-012
Project:	MAIN SCHOOL BLDG	**Date Sampled:**	4/17/25
		Sampled By:	M. FIORINI
		NYSDOL Cert. No.:	

Analysis: ☐ PLM only ☑ NY ELAP PLM/TEM with NOB Prep. ☐ Other

Report Results to: mark.fiorini@energyandenvironment.net **Email:** mark.fiorini@energyandenvironment.net

Turn-Around Time: ☐ RUSH | ☐ 24-Hr. | ☐ 48-Hr. | ☐ 72 Hr. | ☑ 5 Day

Homogenous Material #		Color	Sample Description	Sample Location
DWG-53	A B	BLACK	WINDOW GLAZING IN DOOR WINDOW	ROOM 100 " "
BWCB-54	A B	BLACK	WOOD COVE BASE MASTIC	ROOM 100 " "
DC-55	A B	WHITE	INTERIOR DOOR CAULK	ROOM 100 " "
BCADH-56	A B	BEIGE	6" VINYL BASE COVE ADHESIVE	CORRIDOR "
WTGR-57	A B	BEIGE	10"x 12" WALL TILE GROUT	CORRIDOR "
SINK-58	A B	BLACK	LAB SINK	ROOM 102 " "
CTCLK-59	A B	WHITE	COUNTERTOP BACKSPLASH CAULK	ROOM 102 " "
PFVAP-60	A B	BLACK	PARQUET FLOOR VAPOR BARRIER	ROOM 103A " "

Send NOB's & Cellulose Containing Ceiling Tiles to TEM if <1% by PLM** **Stop at First Positive for each DUPLICATE OR TRIPLICATE Set*

****Please Analyze ALL Joint Compound Samples****

Chain of Custody:	Signature:	Date/Time:	Comments:
Relinquished by:	[signature]	4/17/25	4:30 PM
Received by:	Sheahan Fagnan	4/18/25	11:09
Relinquished by:			
Received by:			TRK # 426869186151

FIELD ID CODES

FLVCT- Floor Tile **FLVCS**- Sheet Flooring **FLMAS**- Floor Mastic **RFSH**- Roof Shingle **RLRF**- Rolled Roof **CAULK**- Caulking **SR**- Sheetrock **JC**- Joint Compound **FLASH**- Roof Flashing **DI**- Duct Insulation **VAP**- Vapor Barrier **PIPE**- Pipe Insulation **ASPH**- Asphalt Siding **FIT**- Pipe Fitting **TRAN**- Transite **WLMAS**- Wall Mastic **GROUT** – Tile Grout **CET**- Ceiling Tiles **BPLAST**- Base Plaster **FPLAST** – Finish Plaster

Please Reply To:

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

LABORATORY ELECTRONIC TRANSMITTAL

To: Sean Hart
Energy & Environment, LLC
Fax #:
Email: sean.hart@energyandenvironment.net, mark.fiorini@energyandenvironment.net, anthony.shortt@energyandenvironment.net

From: Hongyan Ran
AmeriSci Job #: 225042919
Subject: ELAP-PLM/TEM 5 day Results
Client Project: 25-012; DeRuyter CSO; Main School Building

Date: Monday, April 28, 2025
Time: 11:40:04
Comments:

Number of Pages: _____
(including cover sheet)

NOTE: Attached report is to be considered preliminary until final review with accompanying analysis summary letter is issued.

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AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Energy & Environment, LLC
Attn: Sean Hart
6443 Ridings Road, Suite 134

Syracuse, NY 13206

Date Received 4/23/2025 **AmeriSci Job #** 225042919
Date Examined 04/28/25 **P.O. #**
ELAP # 11480 **Page** 1 **of** 3
RE: 25-012; DeRuyter CSO; Main School Building

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
FT-61A 61 **Location:** Elevator - 12"x12" Floor Tile **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 35%	225042919-01	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Emeline M. Frix on 04/28/25	*1*
FT-61B 61 **Location:** Elevator - 12"x12" Floor Tile **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 7.3%	225042919-02	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Emeline M. Frix on 04/28/25	*1*
DWG-62A 62 **Location:** Room 212 - Window Glazing In Door Side Lights **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 13%	225042919-03	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Emeline M. Frix on 04/28/25	*1*
DWG-62B 62 **Location:** Room 212 - Window Glazing In Door Side Lights **Analyst Description:** Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 13%	225042919-04	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Emeline M. Frix on 04/28/25	*1*
DINS-63A 63 **Location:** Room 214 - Partition Door Insulation **Analyst Description:** White, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 95%, Non-fibrous 5.0%	225042919-05	***No***	NAD (by NYS ELAP 198.1) by Emeline M. Frix on 04/28/25	

See Reporting notes on last page

PLM Bulk Asbestos Report

25-012; DeRuyter CSO; Main School Building

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
DINS-63B 63 **Location:** Room 214 - Partition Door Insulation **Analyst Description:** White, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 95%, Non-fibrous 5.0%	225042919-06	***No***	NAD (by NYS ELAP 198.1) by Emeline M. Frix on 04/28/25	
WCON-64A 64 **Location:** Room 214 - Wall Covering On Parititon Wall **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.0%	225042919-07	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Emeline M. Frix on 04/28/25	*1*
WCON-64B 64 **Location:** Room 214 - Wall Covering On Parititon Wall **Analyst Description:** White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 7.2%	225042919-08	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Emeline M. Frix on 04/28/25	*1*
CORK-65A 65 **Location:** Room 214 - Partition Wall Curk Lining **Analyst Description:** Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225042919-09	***No***	NAD (by NYS ELAP 198.1) by Emeline M. Frix on 04/28/25	
CORK-65B 65 **Location:** Room 214 - Partition Wall Curk Lining **Analyst Description:** Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225042919-10	***No***	NAD (by NYS ELAP 198.1) by Emeline M. Frix on 04/28/25	
WALL-66A 66 **Location:** Room 214 - Partition Wall Sheetrock Layer **Analyst Description:** White/Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 20%, Non-fibrous 80%	225042919-11	***No***	NAD (by NYS ELAP 198.1) by Emeline M. Frix on 04/28/25	
WALL-66B 66 **Location:** Room 214 - Partition Wall Sheetrock Layer **Analyst Description:** White/Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 20%, Non-fibrous 80%	225042919-12	***No***	NAD (by NYS ELAP 198.1) by Emeline M. Frix on 04/28/25	

See Reporting notes on last page

PLM Bulk Asbestos Report

25-012; DeRuyter CSO; Main School Building

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
BINS-67A 67 **Location:** Boiler Room - Exterior Boiler Insulation **Analyst Description:** Gray, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** Chrysotile 12% **Other Material:** Non-fibrous 88%	225042919-13	***Yes***	12% (by NYS ELAP 198.1) by Emeline M. Frix on 04/28/25	
BINS-67B 67 **Location:** Boiler Room - Exterior Boiler Insulation **Analyst Description:** Bulk Material **Asbestos Types:** **Other Material:**	225042919-14		NA/PS	
BINS-68A 68 **Location:** Boiler Room - Interior Boiler Insulation **Analyst Description:** Tan, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** Chrysotile 21% **Other Material:** Non-fibrous 78%	225042919-15	***Yes***	21% (by NYS ELAP 198.1) by Emeline M. Frix on 04/28/25	
BINS-68B 68 **Location:** Boiler Room - Interior Boiler Insulation **Analyst Description:** Bulk Material **Asbestos Types:** **Other Material:**	225042919-16		NA/PS	

Reporting Notes:

(1) NAD results by NYS 198.6 are inconclusive and are not considered non-ACM

Analyzed by: Emeline M. Frix
Date: 4/28/2025

Reviewed by: Hongyan Ran

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Motic, Model BA310 Pol Scope, Microscope, Serial #: 1190000538, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

AmeriSci Job #: **225042919**

Client Name: Energy & Environment, LLC

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4
25-012; DeRuyter CSO; Main School Building

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	FT-61A	61	0.322	15.7	48.6	35.7	NAD	NAD
Location:	Elevator - 12"x12" Floor Tile							
02	FT-61B	61	0.272	15.3	77.5	7.3	NAD	NAD
Location:	Elevator - 12"x12" Floor Tile							
03	DWG-62A	62	0.260	40.9	45.9	13.2	NAD	NAD
Location:	Room 212 - Window Glazing In Door Side Lights							
04	DWG-62B	62	0.186	42.5	44.2	13.3	NAD	NAD
Location:	Room 212 - Window Glazing In Door Side Lights							
05	DINS-63A	63	----	----	----	----	NAD	NA
Location:	Room 214 - Partition Door Insulation							
06	DINS-63B	63	----	----	----	----	NAD	NA
Location:	Room 214 - Partition Door Insulation							
07	WCON-64A	64	0.108	72.1	19.9	8.0	NAD	NAD
Location:	Room 214 - Wall Covering On Parititon Wall							
08	WCON-64B	64	0.058	71.6	21.2	7.2	NAD	NAD
Location:	Room 214 - Wall Covering On Parititon Wall							
09	CORK-65A	65	----	----	----	----	NAD	NA
Location:	Room 214 - Partition Wall Curk Lining							
10	CORK-65B	65	----	----	----	----	NAD	NA
Location:	Room 214 - Partition Wall Curk Lining							
11	WALL-66A	66	----	----	----	----	NAD	NA
Location:	Room 214 - Partition Wall Sheetrock Layer							
12	WALL-66B	66	----	----	----	----	NAD	NA
Location:	Room 214 - Partition Wall Sheetrock Layer							
13	BINS-67A	67	----	----	----	----	Chrysotile 11	NA
Location:	Boiler Room - Exterior Boiler Insulation							
14	BINS-67B	67	----	----	----	----	NA/PS	NA
Location:	Boiler Room - Exterior Boiler Insulation							
15	BINS-68A	68	----	----	----	----	Chrysotile 21	NA
Location:	Boiler Room - Interior Boiler Insulation							
16	BINS-68B	68	----	----	----	----	NA/PS	NA
Location:	Boiler Room - Interior Boiler Insulation							

See Reporting notes on last page

AmeriSci Job #: **225042919**

Client Name: Energy & Environment, LLC

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4

25-012; DeRuyter CSO; Main School Building

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM

Analyzed by: Hongyan Ran
Date: 4/28/2025

Reviewed by: Hongyan Ran

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7650-Noran 7 System, Microscope, Serial #: 6944-03. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Energy & Environment

6443 Ridings Road
Suite 134
Syracuse, NY 13206
Ph. (315) 569-2139

Asbestos Bulk Sample Chain-of-Custody# 225042919

Client:	DeRuyter CSD	**Project #:**	25-012
Project:	MAIN SCHOOL BUILDING	**Date Sampled:**	4-21-25
		Sampled By:	M. FIORINI
		NYSDOL Cert. No.:	

Analysis: ☐PLM only ☑ NY ELAP PLM/TEM with NOB Prep. ☐ Other

Report Results to: mark.fiorini@energyandenvironment.net | **Email:** mark.fiorini@energyandenvironment.net

Turn-Around Time: ☐ RUSH | ☐24-Hr. | ☐ 48-Hr. | ☐ 72 Hr. | ☑ 5 Day

Homogenous Material #		Color	Sample Description	Sample Location
FT-61	A B	OFF WHITE MOTTLED	12"x12" FLOOR TILE	ELEVATOR "
DWG-62	A B	BLACK	WINDOW GLAZING IN DOOR SIDELIGHTS	ROOM 212 " "
DINS-63	A B	WHITE	PARTITION DOOR INSULATION	ROOM 214 " "
WCOV-64	A B	WHITE	WALL COVERING ON PARTITION WALL	ROOM 214 " "
CORK-65	A B	BROWN	PARTITION WALL CORK LINING	ROOM 214 " "
WALL-66	A B	WHITE	PARTITION WALL SHEETROCK LAYER	ROOM 214 " "
BINS-67	A B	WHITE	EXTERIOR BOILER INSULATION	BOILER ROOM " "
BINS-68	A B	WHITE	INTERNAL BOILER INSULATION	BOILER ROOM " "

Send NOB's & Cellulose Containing Ceiling Tiles to TEM if <1% by PLM **Stop at First Positive for each DUPLICATE OR TRIPLICATE Set**

******Please Analyze ALL Joint Compound Samples******

Chain of Custody:	Signature	Date/Time:	Comments:
Relinquished by:	[signature]	4/22/25	11:00am
Received by:	[signature]	4/23/25	1040
Relinquished by:			
Received by:			

FIELD ID CODES

FLVCT- Floor Tile **FLVCS**- Sheet Flooring **FLMAS**- Floor Mastic **RFSH**- Roof Shingle **RLRF**- Rolled Roof **CAULK**- Caulking **SR**- Sheetrock **JC**- Joint Compound **FLASH**- Roof Flashing **DI**- Duct Insulation **VAP**- Vapor Barrier **PIPE**- Pipe Insulation **ASPH**- Asphalt Siding **FIT**- Pipe Fitting **TRAN**- Transite **WLMAS**- Wall Mastic **GROUT** – Tile Grout **CET**- Ceiling Tiles **BPLAST**- Base Plaster **FPLAST** – Finish Plaster

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Energy & Environment, LLC (5195)
Address: 6443 Ridings Road
Syracuse, NY 13206

Attn:

Project: DeRuyter CSD 2024 CIP Testing
Location: Main Building
Number: 25-012

Order #: 606155

Matrix Bulk
Received 02/13/25
Reported 02/14/25

PO Number: 25012

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
606155-001	PCB-01	Window Caulk					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1221		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1232		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1242		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1248		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1254		SW846 8082A / 3550C	**<546**	545	µg/kg	02/14/25	NM
Aroclor - 1260		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1262		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1268		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
606155-002	PCB-02	Window Sill Caulk					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1221		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1232		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
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Aroclor - 1248		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1254		SW846 8082A / 3550C	**<546**	545	µg/kg	02/14/25	NM
Aroclor - 1260		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1262		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1268		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM

All internal QC parameters were met. Unusual sample conditions, if any, are described. Surrogate Spike results designated with "D" indicate that the analyte was diluted out. "MI" indicates matrix interference. Concentration and *Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. Solid PPM = mg/kg | PPB = µg/kg and Water PPM = mg/L | PPB = µg/L. The test results apply to the sample as received.

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Energy & Environment, LLC (5195)
Address: 6443 Ridings Road
Syracuse, NY 13206

Attn:

Project: DeRuyter CSD 2024 CIP Testing
Location: Main Building
Number: 25-012

Order #: 606155

Matrix Bulk
Received 02/13/25
Reported 02/14/25

PO Number: 25012

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
606155-02/14/25 03:52 PM							

Reviewed By: **Ben Wood**
Laboratory Director

Surrogate Recoveries

606155-001 - PCB	
DCB	82%
TCMX	95%
606155-002 - PCB	
DCB	MI
TCMX	MI

State Certifications

Method	Parameter	New York	Virginia
SW846 8082A	Aroclor - 1016	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1221	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1232	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1242	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1248	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1254	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1260	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1262	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1268	ELAP Certified	VELAP Certified

State	Certificate Number
New York	ELAP 69247
Virginia	VELAP 12761

All internal QC parameters were met. Unusual sample conditions, if any, are described. Surrogate Spike results designated with "D" indicate that the analyte was diluted out. "MI" indicates matrix interference. Concentration and *Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. Solid PPM = mg/kg | PPB = µg/kg and Water PPM = mg/L | PPB = µg/L. The test results apply to the sample as received.

S 2

SCHNEIDER LABORATORIES GLOBAL, I
2512 West Cary Street, Richmond, Virginia 23220-51
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1
www.slabinc.com • info@slabinc.com

606155
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aelnasseh 2/13/2025 10:24:37 AM
Federal Express 816889077237

Submitting Co.	Energy & Environment	**State of Collection**	NY	**Cert. Required**	☐ YES ■ NO
6443 Ridings Road Suite #134		**Acct #**	5195	**Phone**	(315) 569-2142
Syracuse, NY 13206		**Email**	michael.pulsifer@energyandenvironment.net		
Project Name	DeRuyter CSD 2024 CIP Testing	**PO #**	25012		
Project Location	Main Building	**Special Instructions**			
Project Number	25-012				
Collected By	Michael Pulsifer				

Turn Around Time **	Matrix
☐ Same day *	☐ Paint
☐ 1 business day	■ Bulk
☐ 2 business days	☐ Soil
☐ 3 business days	☐ Wipe
■ 5 business days	☐ Ground Water
* not available for all tests	☐ Waste Water

** A job received past 3 PM will begin its TAT the next business day

Please schedule rush tests in advance

Test selection for all Samples listed below (Circle desired method)

☐ VOC (8260/624) ☐ SVOC (8270/625)
☐ Pesticides (8081/608) ☐ Herbicides (8151)
☐ Chlordane (8081/608) ☐ Toxaphene (8081/608)
■ PCB (8082) ☐ TPH-DRO (8015) ☐ TPH-GRO (8015)
☐ BTEX (8260/8021) ☐ MTBE (8260/8021) ☐ Naphthalene (8260/8270)

TCLP	Miscellaneous	
☐ Volatiles	☐ Chlorides (300/9056)	☐ Silica (7602)
☐ Semi-Volatiles	☐ Sulfates (300/9056)	☐ PAH (8270/625)
☐ Herbicides	☐ Oil and Grease (1664)	☐ TPH (EPA 418.1)
☐ Pesticides		
☐ Full TCLP (10 Day)		

Individual Sample Requests

Sample #	Date Sampled	Time Sampled	# of Containers	Sample Identification	Wipe Area
PCB-01	2-11-25	15:45	1	Window Caulk (WCAULK-37)	
PCB-02	2-11-25	15:50	1	Window Sill Caulk (WSCAULK-38)	

For Aqueous and Solid samples ensure enough sample is sent for duplicate and spike analyses

Relinquished By: Michael Pulsifer Signature: Michael Pulsifer Date/Time 2/12/25

! ALL SHADED FIELDS MUST BE FILLED TO AVOID DELAYS !

Chain-of-Custody documentation continued Internally

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Energy & Environment, LLC (5195)
Address: 6443 Ridings Road
Syracuse, NY 13206

Attn:

Project: DeRuyter CSD 2024 CIP Testing
Location: Main Building
Number: 25-012

Order #: 606155

Matrix Bulk
Received 02/13/25
Reported 02/14/25

PO Number: 25012

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
606155-001	PCB-01	Window Caulk					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1221		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1232		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1242		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1248		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1254		SW846 8082A / 3550C	**<546**	545	µg/kg	02/14/25	NM
Aroclor - 1260		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1262		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1268		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
606155-002	PCB-02	Window Sill Caulk					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
Aroclor - 1221		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
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Aroclor - 1260		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM
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Aroclor - 1268		SW846 8082A / 3550C	**<496**	496	µg/kg	02/14/25	NM

All internal QC parameters were met. Unusual sample conditions, if any, are described. Surrogate Spike results designated with "D" indicate that the analyte was diluted out. "MI" indicates matrix interference. Concentration and *Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. Solid PPM = mg/kg | PPB = µg/kg and Water PPM = mg/L | PPB = µg/L. The test results apply to the sample as received.

Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Energy & Environment, LLC (5195)
Address: 6443 Ridings Road
Syracuse, NY 13206

Attn:

Project: DeRuyter CSD 2024 CIP Testing
Location: Main Building
Number: 25-012

Order #: 606155

Matrix Bulk
Received 02/13/25
Reported 02/14/25

PO Number: 25012

Sample ID / Parameter	Cust. Sample ID	Location / Method	Result	RL*	Units	Analysis Date	Analyst
606155-02/14/25 03:52 PM							

Reviewed By: **Ben Wood**
Laboratory Director

Surrogate Recoveries

606155-001 - PCB

DCB	82%
TCMX	95%

606155-002 - PCB

DCB	MI
TCMX	MI

State Certifications

Method	Parameter	New York	Virginia
SW846 8082A	Aroclor - 1016	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1221	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1232	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1242	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1248	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1254	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1260	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1262	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1268	ELAP Certified	VELAP Certified

State	Certificate Number
New York	ELAP 69247
Virginia	VELAP 12761

All internal QC parameters were met. Unusual sample conditions, if any, are described. Surrogate Spike results designated with "D" indicate that the analyte was diluted out. "MI" indicates matrix interference. Concentration and *Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. Solid PPM = mg/kg | PPB = µg/kg and Water PPM = mg/L | PPB = µg/L. The test results apply to the sample as received.

S 2

SCHNEIDER LABORATORIES GLOBAL, I
2512 West Cary Street, Richmond, Virginia 23220-51
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1
www.slabinc.com • info@slabinc.com

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aelnasseh 2/13/2025 10:24:37 AM
Federal Express 816889077237

Submitting Co.	Energy & Environment	**State of Collection**	NY	**Cert. Required**	☐ YES ■ NO
6443 Ridings Road Suite #134		**Acct #**	5195	**Phone**	(315) 569-2142
Syracuse, NY 13206		**Email**	michael.pulsifer@energyandenvironment.net		
Project Name	DeRuyter CSD 2024 CIP Testing	**PO #**	25012		
Project Location	Main Building	**Special Instructions**			
Project Number	25-012				
Collected By	Michael Pulsifer				

Turn Around Time **
- ☐ Same day *
- ☐ 1 business day
- ☐ 2 business days
- ☐ 3 business days
- ■ 5 business days

* not available for all tests

Matrix
- ☐ Paint
- ■ Bulk
- ☐ Soil
- ☐ Wipe
- ☐ Ground Water
- ☐ Waste Water

** A job received past 3 PM will begin its TAT the next business day

Please schedule rush tests in advance

Test selection for all Samples listed below (Circle desired method)
- ☐ VOC (8260/624)
- ☐ SVOC (8270/625)
- ☐ Pesticides (8081/608)
- ☐ Herbicides (8151)
- ☐ Chlordane (8081/608)
- ☐ Toxaphene (8081/608)
- ■ PCB (8082)
- ☐ TPH-DRO (8015)
- ☐ TPH-GRO (8015)
- ☐ BTEX (8260/8021)
- ☐ MTBE (8260/8021)
- ☐ Naphthalene (8260/8270)

TCLP
- ☐ Volatiles
- ☐ Semi-Volatiles
- ☐ Herbicides
- ☐ Pesticides
- ☐ Full TCLP (10 Day)

Miscellaneous
- ☐ Chlorides (300/9056)
- ☐ Silica (7602)
- ☐ Sulfates (300/9056)
- ☐ PAH (8270/625)
- ☐ Oil and Grease (1664)
- ☐ TPH (EPA 418.1)

Individual Sample Requests

Sample #	Date Sampled	Time Sampled	# of Containers	Sample Identification	Wipe Area
PCB-01	2-11-25	15:45	1	Window Caulk (WCAULK-37)	
PCB-02	2-11-25	15:50	1	Window Sill Caulk (WSCAULK-38)	

For Aqueous and Solid samples ensure enough sample is sent for duplicate and spike analyses

Relinquished By: Michael Pulsifer Signature: Michael Pulsifer Date/Time 2/12/25

! ALL SHADED FIELDS MUST BE FILLED TO AVOID DELAYS !

Chain-of-Custody documentation continued Internally

Please Reply To:

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

LABORATORY ELECTRONIC TRANSMITTAL

To: Sean Hart
Energy & Environment, LLC
Fax #:
Email: sean.hart@energyandenvironment.net, mark.fiorini@energyandenvironment.net, anthony.shortt@energyandenvironment.net, michael.pulsifer@energyandenvironment.net

From: Emeline M. Frix
AmeriSci Job #: 225082079
Subject: ELAP-PLM/TEM 5 day Results
Client Project: 25-012; DeRuyter CSD; 711 Railroad St., DeRuyter, NY 13052; DeRuyter CSD 2024 CIP Testing - Main Building

Date: Saturday, August 16, 2025
Time: 18:34:21
Comments:

Number of Pages: _____
(including cover sheet)

NOTE: Attached report is to be considered preliminary until final review with accompanying analysis summary letter is issued.

CONFIDENTIALITY NOTICE: Unless otherwise indicated, the information contained in this communication is confidential information intended for use of the individual named above. If the reader of this communication is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please immediately notify the sender by telephone and return the original message to the above address via the US Postal Service at our expense. Samples are disposed of in 60 days or unless otherwise instructed by the protocol or special instructions in writing. Thank you.

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Energy & Environment, LLC
Attn: Sean Hart
6443 Ridings Road, Suite 134

Syracuse, NY 13206

Date Received 8/12/2025 **AmeriSci Job #** 225082079
Date Examined 08/15/25 **P.O. #**
ELAP # 11480 **Page** 1 **of** 2
RE: 25-012; DeRuyter CSD; 711 Railroad St., DeRuyter, NY 13052; DeRuyter CSD 2024 CIP Testing - Main Building

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
TEC-69A 69 **Location:** Classroom #113 - Tectum Decking, Grey **Analyst Description:** Gray/Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 80%, Non-fibrous 20%	225082079-01	***No***	NAD (by NYS ELAP 198.1) by Emeline M. Frix on 08/15/25	
TEC-69B 69 **Location:** Classroom #116 - Tectum Decking, Grey **Analyst Description:** Gray/Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 80%, Non-fibrous 20%	225082079-02	***No***	NAD (by NYS ELAP 198.1) by Emeline M. Frix on 08/15/25	
FPLAST-70A 70 **Location:** Office #110A - Ceiling Plaster Finish Coat, White **Analyst Description:** White, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225082079-03	***No***	NAD (by NYS ELAP 198.1) by Emeline M. Frix on 08/15/25	
FPLAST-70B 70 **Location:** Office #110 - Ceiling Plaster Finish Coat, White **Analyst Description:** White, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225082079-04	***No***	NAD (by NYS ELAP 198.1) by Emeline M. Frix on 08/15/25	
FPLAST-70C 70 **Location:** Classroom #123 - Ceiling Plaster Finish Coat, White **Analyst Description:** White, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225082079-05	***No***	NAD (by NYS ELAP 198.1) by Emeline M. Frix on 08/15/25	
BPLAST-71A 71 **Location:** Office #110A - Ceiling Plaster Base Coat, Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Cellulose Trace, Non-fibrous 100%	225082079-06	***No***	NAD (by NYS ELAP 198.1) by Emeline M. Frix on 08/15/25	

See Reporting notes on last page

PLM Bulk Asbestos Report

25-012; DeRuyter CSD; 711 Railroad St., DeRuyter, NY 13052;
DeRuyter CSD 2024 CIP Testing - Main Building

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
BPLAST-71B 71	225082079-07	***No***	NAD (by NYS ELAP 198.1) by Emeline M. Frix on 08/15/25	
Location: Office #110 - Ceiling Plaster Base Coat, Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Cellulose Trace, Non-fibrous 100%				
CET-72A 72	225082079-08	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Emeline M. Frix on 08/15/25	*1*
Location: Office #130 - 2' x 2' Lay-In Ceiling Tile Worm & Pinholes, White / Grey **Analyst Description:** Gray/White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 53%				
CET-72B 72	225082079-09	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Emeline M. Frix on 08/15/25	*1*
Location: Classroom #134 - 2' x 2' Lay-In Ceiling Tile Worm & Pinholes, White / Grey **Analyst Description:** Gray/White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 52%				
CET-73A 73	225082079-10	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Emeline M. Frix on 08/15/25	*1*
Location: Classroom #202 - 2' x 2' Lay-In Ceiling Tile Pinholes & Craters, White / Grey **Analyst Description:** Gray/White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 45%				
CET-73B 73	225082079-11	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Emeline M. Frix on 08/15/25	*1*
Location: Classroom #201 - 2' x 2' Lay-In Ceiling Tile Pinholes & Craters, White / Grey **Analyst Description:** Gray/White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 47%				

Reporting Notes:

(1) NAD results by NYS 198.6 are inconclusive and are not considered non-ACM

Analyzed by: Emeline M. Frix
Date: 8/15/2025

Reviewed by: Marwan A. Alahiri

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Nikon, Model Labophot2 Pol Scope, Microscope, Serial #: 466274, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

AmeriSci Job #: **225082079**

Client Name: Energy & Environment, LLC

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4

25-012; DeRuyter CSD; 711 Railroad St., DeRuyter, NY 13052; DeRuyter CSD 2024 CIP Testing - Main Building

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	TEC-69A	69	----	----	----	----	NAD	NA
Location:	Classroom #113 - Tectum Decking, Grey							
02	TEC-69B	69	----	----	----	----	NAD	NA
Location:	Classroom #116 - Tectum Decking, Grey							
03	FPLAST-70A	70	----	----	----	----	NAD	NA
Location:	Office #110A - Ceiling Plaster Finish Coat, White							
04	FPLAST-70B	70	----	----	----	----	NAD	NA
Location:	Office #110 - Ceiling Plaster Finish Coat, White							
05	FPLAST-70C	70	----	----	----	----	NAD	NA
Location:	Classroom #123 - Ceiling Plaster Finish Coat, White							
06	BPLAST-71A	71	----	----	----	----	NAD	NA
Location:	Office #110A - Ceiling Plaster Base Coat, Grey							
07	BPLAST-71B	71	----	----	----	----	NAD	NA
Location:	Office #110 - Ceiling Plaster Base Coat, Grey							
08	CET-72A	72	0.223	26.9	19.7	53.4	NAD	NAD
Location:	Office #130 - 2' x 2' Lay-In Ceiling Tile Worm & Pinholes, White / Grey							
09	CET-72B	72	0.158	24.1	23.3	52.6	NAD	NAD
Location:	Classroom #134 - 2' x 2' Lay-In Ceiling Tile Worm & Pinholes, White / Grey							
10	CET-73A	73	0.260	29.1	25.1	45.8	NAD	NAD
Location:	Classroom #202 - 2' x 2' Lay-In Ceiling Tile Pinholes & Craters, White / Grey							
11	CET-73B	73	0.240	24.8	28.0	47.2	NAD	NAD
Location:	Classroom #201 - 2' x 2' Lay-In Ceiling Tile Pinholes & Craters, White / Grey							

Analyzed by: Marwan A. Alahiri

Date: 8/16/2025

Reviewed by: Marwan A. Alahiri

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7650-Noran 7 System, Microscope, Serial #: 6944-03. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Energy & Environment

6443 Ridings Road
Suite 134
Syracuse, NY 13206
Ph. (315) 569-2139

Asbestos Bulk Sample Chain-of-Custody

#225082079

Client:	DeRuyter CSD	**Project #:**	25-012
Project:	DeRuyter CSD 2024 CIP Testing	**Date Sampled:**	8-11-25
	Main Building	**Sampled By:**	Michael Pulsifer
	711 Railroad St. DeRuyter, NY 13052		

Analysis: ☐PLM only ☑ NY ELAP PLM/TEM with NOB Prep. ☐ Other

Report Results to: Michael Pulsifer **Email:** michael.pulsifer@energyandenvironment.net

Turn-Around Time: ☐ **RUSH** | ☐**24-Hr.** | ☐ **48-Hr.** | ☐ **72 Hr.** | ☑ **5 Day**

Homogenous Material #		Color	Sample Description	Sample Location
TEC-69	A	Grey	Tectum Decking	Classroom #113
	B			Classroom #116
FPLAST-70	A	White	Ceiling Plaster Finish Coat	Office #110A
	B			Office #110
	C			Classroom #123
BPLAST-71	A	Grey	Ceiling Plaster Base Coat	Office #110A
	B			Office #110
CET-72	A	White / Grey	2'x2' Lay-In Ceiling Tile Worm & Pinholes	Office #130
	B			Classroom #134
CET-73	A	White / Grey	2'x4' Lay-In Ceiling Tile Pinholes & Craters	Classroom #202
	B			Classroom #201

Send NOB's & Cellulose Containing Ceiling Tiles to TEM if <1% by PLM *****Stop at First Positive for each DUPLICATE OR TRIPLICATE Set*****

******Please Analyze ALL Joint Compound Samples******

Chain of Custody:	Signature:	Date/Time:	Comments:
Relinquished by:	Michael Pulsifer	8/11/25	
Received by:	Susan Rizzo/Mayal	8/12/25 11:09	
Relinquished by:			
Received by:			

FIELD ID CODES

FLVCT- Floor Tile **FLVCS**- Sheet Flooring **FLMAS**- Floor Mastic **RFSH**- Roof Shingle **RLRF**- Rolled Roof **CAULK**- Caulking **SR**- Sheetrock **JC**- Joint Compound **FLASH**- Roof Flashing **DI**- Duct Insulation **VAP**- Vapor Barrier **PIPE**- Pipe Insulation **WLINS**- Wall Insulation **ASPH**- Asphalt Siding **FIT**- Pipe Fitting **TRAN**- Transite **WLMAS**- Wall Mastic **GROUT** – Tile Grout **CET**- Ceiling Tiles **BPLAST**- Base Plaster **FPLAST** – Finish Plaster

Please Reply To:

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

LABORATORY ELECTRONIC TRANSMITTAL

To: Sean Hart
Energy & Environment, LLC
Fax #:
Email: sean.hart@energyandenvironment.net, mark.fiorini@energyandenvironment.net, anthony.shortt@energyandenvironment.net, michael.pulsifer@energyandenvironment.net

From: Marik Peysakhov
AmeriSci Job #: 225123028
Subject: ELAP-PLM/TEM 5 day Results
Client Project: 25-012; Deruyter CSD; Deruyter CSD 2024 CIP Testing - Main Building - 711 Railroad St, Deruyter, NY 13052

Date: Sunday, January 4, 2026
Time: 13:23:26
Comments:

Number of Pages: _____
(including cover sheet)

NOTE: Attached report is to be considered preliminary until final review with accompanying analysis summary letter is issued.

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AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Energy & Environment, LLC
Attn: Sean Hart
6443 Ridings Road, Suite 134

Syracuse, NY 13206

Date Received 12/31/2025 **AmeriSci Job #** 225123028
Date Examined 01/04/26 **P.O. #**
ELAP # 11480 **Page** 1 **of** 2
RE: 25-012; Deruyter CSD; Deruyter CSD 2024 CIP Testing - Main Building - 711 Railroad St, Deruyter, NY 13052

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
FT-74 74 **Location:** Classroom #202 - 12" x 12" Floor Tile, Grey W/ Cream & Brown Flecks **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 1.2%	225123028-01	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/04/26	*1*
FT-74B 74 **Location:** Classroom #202 - 12" x 12" Floor Tile, Grey W/ Cream & Brown Flecks **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 1.0%	225123028-02	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/04/26	*1*
FTADH-75A 75 **Location:** Classroom #202 - Floor Tile Adhesive, Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 19%	225123028-03	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/04/26	*1*
FTADH-75B 75 **Location:** Classroom #202 - Floor Tile Adhesive, Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 3.6%	225123028-04	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Bo Sun on 01/04/26	*1*
FLLC-76A 76 **Location:** Classroom #202 - Floor Leveling Compound, Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225123028-05	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 01/04/26	
FLLC-76B 76 **Location:** Classroom #202 - Floor Leveling Compound, Grey **Analyst Description:** Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%	225123028-06	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 01/04/26	

See Reporting notes on last page

PLM Bulk Asbestos Report

25-012; Deruyter CSD; Deruyter CSD 2024 CIP Testing - Main Building - 711 Railroad St, Deruyter, NY 13052

Reporting Notes:

(1) NAD results by NYS 198.6 are inconclusive and are not considered non-ACM

Analyzed by: Bo Sun
Date: 1/4/2026

Reviewed by: Marik Peysakhov

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229003, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

AmeriSci Job #: **225123028**

Client Name: Energy & Environment, LLC

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4

25-012; Deruyter CSD; Deruyter CSD 2024 CIP Testing - Main Building - 711 Railroad St, Deruyter, NY 13052

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	FT-74	74	0.385	15.3	83.5	1.2	NAD	NAD
Location:	Classroom #202 - 12" x 12" Floor Tile, Grey W/ Cream & Brown Flecks							
02	FT-74B	74	0.331	15.2	83.8	1.0	NAD	NAD
Location:	Classroom #202 - 12" x 12" Floor Tile, Grey W/ Cream & Brown Flecks							
03	FTADH-75A	75	0.114	34.7	46.3	19.0	NAD	NAD
Location:	Classroom #202 - Floor Tile Adhesive, Grey							
04	FTADH-75B	75	0.084	65.9	30.5	3.6	NAD	NAD
Location:	Classroom #202 - Floor Tile Adhesive, Grey							
05	FLLC-76A	76	----	----	----	----	NAD	NA
Location:	Classroom #202 - Floor Leveling Compound, Grey							
06	FLLC-76B	76	----	----	----	----	NAD	NA
Location:	Classroom #202 - Floor Leveling Compound, Grey							

Analyzed by: Marik Peysakhov
Date: 1/4/2026

Reviewed by: Marik Peysakhov

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7000-Noran 7 System, Microscope, Serial #: 747-05-06. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Energy & Environment

6443 Ridings Road
Suite 134
Syracuse, NY 13206
Ph. (315) 569-2139

Asbestos Bulk Sample Chain-of-Custody #225123028

Client:	DeRuyter CSD	**Project #:**	25-012
Project:	DeRuyter CSD 2024 CIP Testing	**Date Sampled:**	12-29-25
	Main Building	**Sampled By:**	Michael Pulsifer
	711 Railroad St. DeRuyter, NY 13052		

Analysis: ☐PLM only ☑ NY ELAP PLM/TEM with NOB Prep. ☐ Other

Report Results to: Michael Pulsifer | **Email: michael.pulsifer@energyandenvironment.net**

Turn-Around Time: ☐ RUSH | ☐24-Hr. | ☐ 48-Hr. | ☐ 72 Hr. | ☑ 5 Day

Homogenous Material #		Color	Sample Description	Sample Location
FT-74	A	Grey w/ Cream & Brown Flecks	12"x12" Floor Tile	Classroom #202
	B			Classroom #202
FTADH-75	A	Grey	Floor Tile Adhesive	Classroom #202
	B			Classroom #202
FLLC-76	A	Grey	Floor Leveling Compound	Classroom #202
	B			Classroom #202

Please Reply To:

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

LABORATORY ELECTRONIC TRANSMITTAL

To: Sean Hart
Energy & Environment, LLC
Fax #:
Email: sean.hart@energyandenvironment.net, mark.fiorini@energyandenvironment.net, anthony.shortt@energyandenvironment.net

From: Karol H. Lu
AmeriSci Job #: 226091706
Subject: ELAP-PLM/TEM 5 day Results
Client Project: 25.012; DeRuyter CSD; 2024 C.I.P., DeRuyter CSD, 711 Railroad St.

Date: Tuesday, September 15, 2026
Time: 12:38:11
Comments:

Number of Pages: _____
(including cover sheet)

NOTE: Attached report is to be considered preliminary until final review with accompanying analysis summary letter is issued.

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NEW YORK, NY 10016
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PLM Bulk Asbestos Report

Energy & Environment, LLC
Attn: Sean Hart
6443 Ridings Road, Suite 134

Syracuse, NY 13206

Date Received 9/10/2026 **AmeriSci Job #** 226091706
Date Examined 09/14/26 **P.O. #**
ELAP # 11480 **Page** 1 **of** 1
RE: 25.012; DeRuyter CSD; 2024 C.I.P., DeRuyter CSD, 711 Railroad St.

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
VB-17A VB-17 **Location:** Rm 101 - (Black) Floor Vapor Barrier **Analyst Description:** Black/Brown, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 0.7%	226091706-01	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Ordep A. Gonzalez on 09/14/26	*1*
VB-17B VB-17 **Location:** Rm 101 - (Black) Floor Vapor Barrier **Analyst Description:** Black/Brown, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 0.9%	226091706-02	***No***	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Ordep A. Gonzalez on 09/14/26	*1*

Reporting Notes:

(1) NAD results by NYS 198.6 are inconclusive and are not considered non-ACM

Analyzed by: Ordep A. Gonzalez
Date: 9/14/2026

Reviewed by: Karol H. Lu

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Motic, Model BA310 Pol Scope, Microscope, Serial #: 1190000326, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

AmeriSci Job #: **226091706**

Client Name: Energy & Environment, LLC

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4

25.012; DeRuyter CSD; 2024 C.I.P., DeRuyter CSD, 711 Railroad St.

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	VB-17A	VB-17	0.501	97.1	2.3	0.7	NAD	NAD
Location: Rm 101 - (Black) Floor Vapor Barrier								
02	VB-17B	VB-17	0.454	96.0	3.1	0.9	NAD	NAD
Location: Rm 101 - (Black) Floor Vapor Barrier								

Analyzed by: Karol H. Lu
Date: 9/15/2026

Reviewed by: Karol H. Lu

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7650-Noran 7 System, Microscope, Serial #: 6944-03. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Energy & Environment

6443 Ridings Road
ite 134
yracuse, NY 13206
Ph. (315) 569-2139

Asbestos Bulk Sample Chain-of-Custody

#226091706

Client:	DeRuyter CSD	**Project #:**	25-012
Project:	2024 C.I.P.	**Date Sampled:**	Sept. 8, 2026
	DeRuyter CSD	**Sampled By:**	A.S. Sherff
	711 Railroad St.		

Analysis: ☐ PLM only ☒ NY ELAP PLM/TEM with NOB Prep. ☐ Other

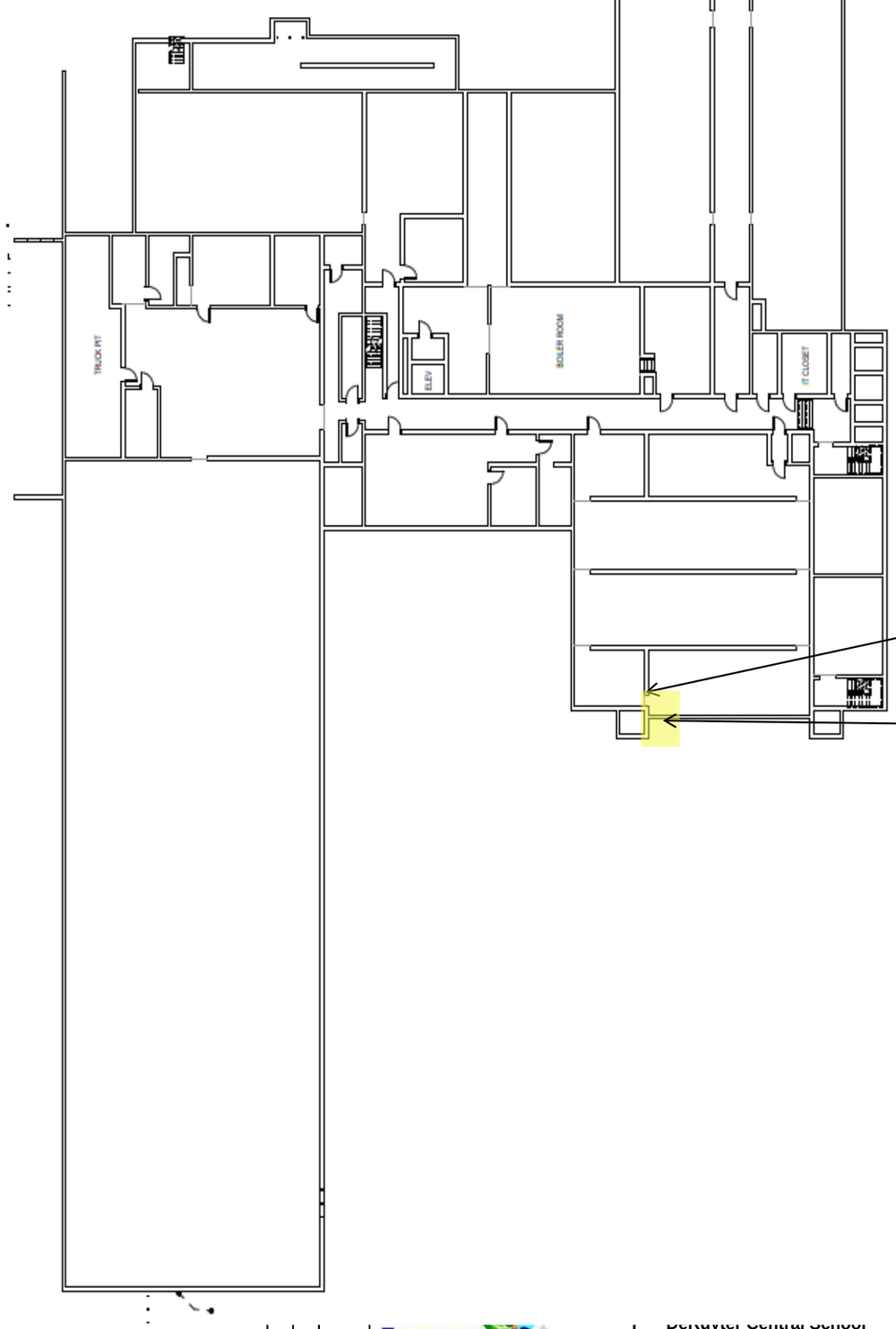
Report Results to: Sean Hart **Email:** sean.hart@energyandenvironment.net

Turn-Around Time: ☐ RUSH | ☐ 24-Hr. | ☐ 48-Hr. | ☐ 72 Hr. | ☒ 5 Day

Homogenous Material#		Color	Sample Description	Sample Location
VB-17	A	Black	Floor Vapor Barrier	Rm 101
	B			Rm 101

Appendix C

Survey Drawings



BJACKET - 1 A/B (-)
BMAG - 2 A/B (-)
BINS - 3 A/B (-)
BINS - 67 A/B (+)
BINS - 68 A/B (+)

ACM Boiler Insulation

LEGEND

Pb - # (+/-) Lead-Based Paint Sample Location
PCB - # (+/-) PCB Sample Location
ABCD - # (+/-) Asbestos Sample Location

REV.	DESCRIPTION	DWN	APP	DATE
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DeRuyter Central School District

Main School Building
Basement Floor

ASBESTOS & PCB SAMPLE LOCATI

DeRuyter Central School Distric
2024 Capital Improvement Proje

Pre-Renovation Survey for Regulated Build

DRN:	DSN:	CHK:	APP:

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PROJECT NUMBER:

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Sheet 1 of 1

REVISION 0

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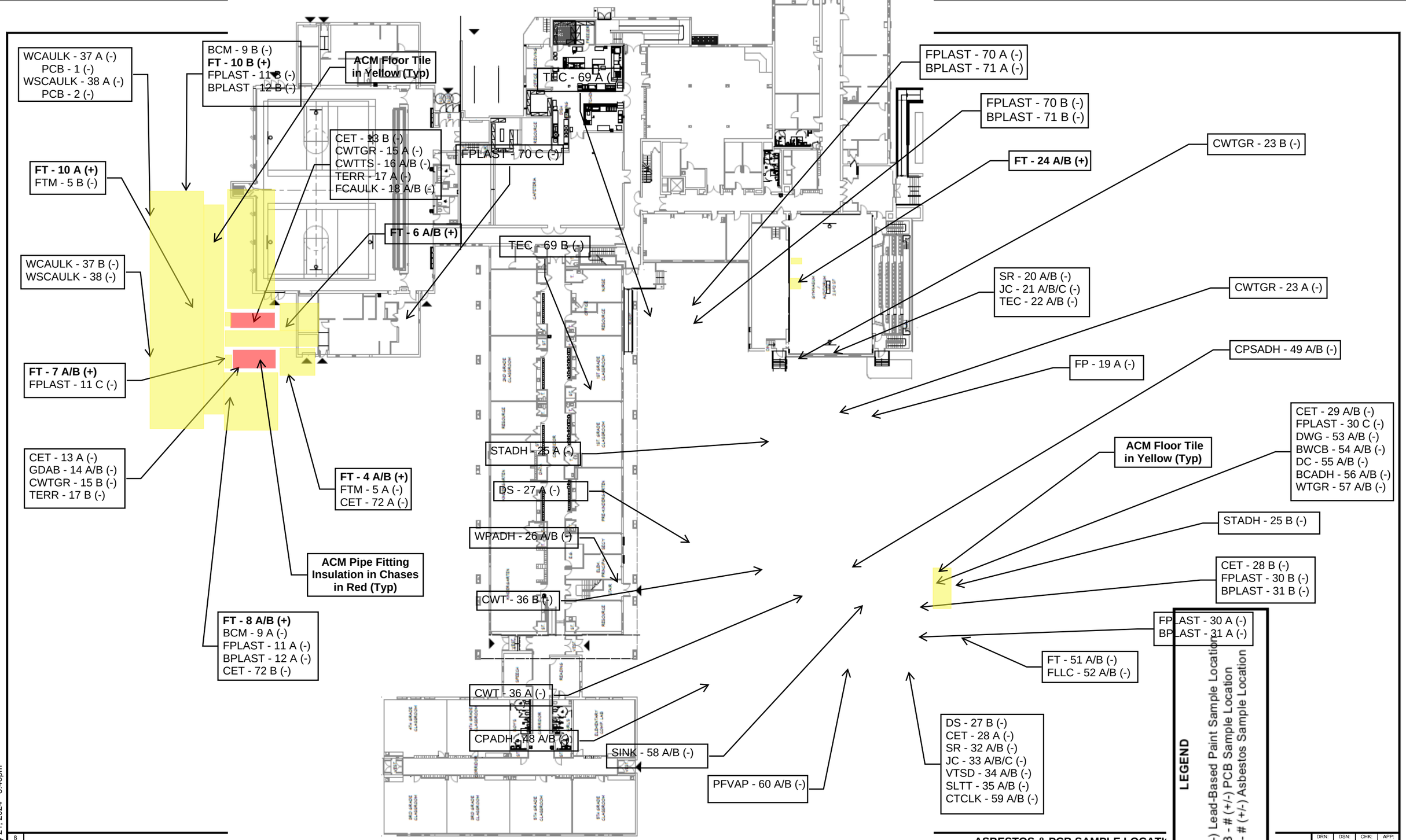

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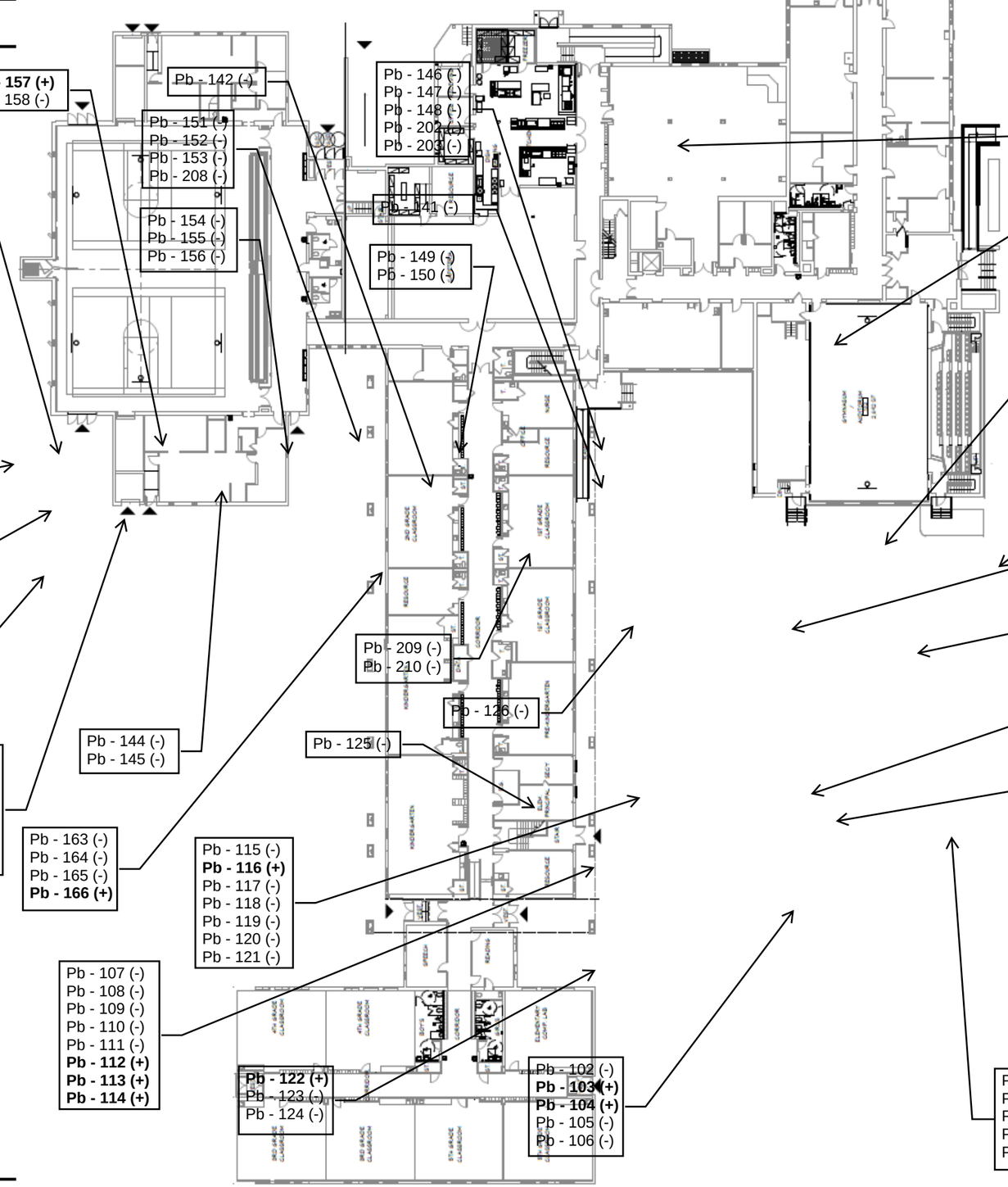

Pb - 14 (-)
Pb - 15 (+)
Pb - 16 (-)
Pb - 17 (-)
Pb - 18 (-)
Pb - 19 (+)

Pb - 20 (-)
Pb - 21 (+)
Pb - 22 (-)
Pb - 23 (-)
Pb - 24 (-)
Pb - 25 (-)

Pb - 30 (-)
Pb - 31 (-)

Pb - 39 (-)
Pb - 40 (-)
Pb - 41 (-)
Pb - 42 (-)
Pb - 43 (-)
Pb - 44 (-)

Pb - 26 (-)
Pb - 27 (+)
Pb - 28 (-)
Pb - 29 (-)
Pb - 206 (-)
Pb - 207 (-)

Pb - 32 (-)
Pb - 33 (-)
Pb - 34 (-)
Pb - 35 (+)
Pb - 36 (-)
Pb - 37 (-)
Pb - 38 (-)

Pb - 45 (-)
Pb - 46 (-)
Pb - 47 (-)
Pb - 48 (-)
Pb - 49 (+)
Pb - 204 (-)
Pb - 205 (-)

Pb - 157 (+)
Pb - 158 (-)

Pb - 142 (-)

Pb - 151 (-)
Pb - 152 (-)
Pb - 153 (-)
Pb - 208 (-)

Pb - 154 (-)
Pb - 155 (-)
Pb - 156 (-)

Pb - 144 (-)
Pb - 145 (-)

Pb - 163 (-)
Pb - 164 (-)
Pb - 165 (-)
Pb - 166 (+)

Pb - 146 (-)
Pb - 147 (-)
Pb - 148 (-)
Pb - 202 (-)
Pb - 203 (-)

Pb - 141 (-)

Pb - 149 (-)
Pb - 150 (-)

Pb - 209 (-)
Pb - 210 (-)

Pb - 126 (-)

Pb - 125 (-)

Pb - 115 (-)
Pb - 116 (+)
Pb - 117 (-)
Pb - 118 (-)
Pb - 119 (-)
Pb - 120 (-)
Pb - 121 (-)

Pb - 107 (-)
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Pb - 109 (-)
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Pb - 111 (-)
Pb - 112 (+)
Pb - 113 (+)
Pb - 114 (+)

Pb - 122 (+)
Pb - 123 (-)
Pb - 124 (-)

Pb - 102 (-)
Pb - 103 (+)
Pb - 104 (+)
Pb - 105 (-)
Pb - 106 (-)

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Pb - 51 (+)
Pb - 52 (-)
Pb - 53 (-)
Pb - 54 (-)
Pb - 55 (-)
Pb - 57 (-)
Pb - 58 (-)

Pb - 59 (-)
Pb - 60 (-)
Pb - 61 (+)
Pb - 62 (-)

Pb - 63 (-)
Pb - 64 (-)
Pb - 65 (-)
Pb - 66 (-)
Pb - 67 (-)
Pb - 68 (-)
Pb - 201 (-)

Pb - 69 (-)
Pb - 70 (-)
Pb - 71 (-)
Pb - 72 (-)

Pb - 73 (+)
Pb - 74 (+)
Pb - 75 (+)
Pb - 76 (-)

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Pb - 84 (-)
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Pb - 88 (+)

Pb - 89 (-)
Pb - 90 (-)
Pb - 91 (-)
Pb - 92 (-)
Pb - 93 (-)
PB - 94 (+)

Pb - 95 (+)
Pb - 96 (+)
Pb - 97 (+)
Pb - 98 (+)

Pb - 99 (-)
Pb - 100 (-)
Pb - 101 (-)

Pb - 133 (-)
Pb - 134 (-)
Pb - 135 (-)

Pb - 127 (+)
Pb - 128 (+)
Pb - 129 (-)
Pb - 130 (-)
Pb - 131 (-)
Pb - 132 (-)

Pb - 136 (-)
Pb - 137 (-)
Pb - 138 (-)
Pb - 139 (-)
Pb - 140 (-)

LEGEND

Pb - # (+/-) Lead-Based Paint Sample Location
PCB - # (+/-) PCB Sample Location
ABCD - # (+/-) Asbestos Sample Location

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DeRuyter Central School District

Main School Building
First Floor

LEAD BASED PAINT SAMPLE LOCAT

DeRuyter Central School Distric
2024 Capital Improvement Proje

Pre-Renovation Survey for Regulated Buildi

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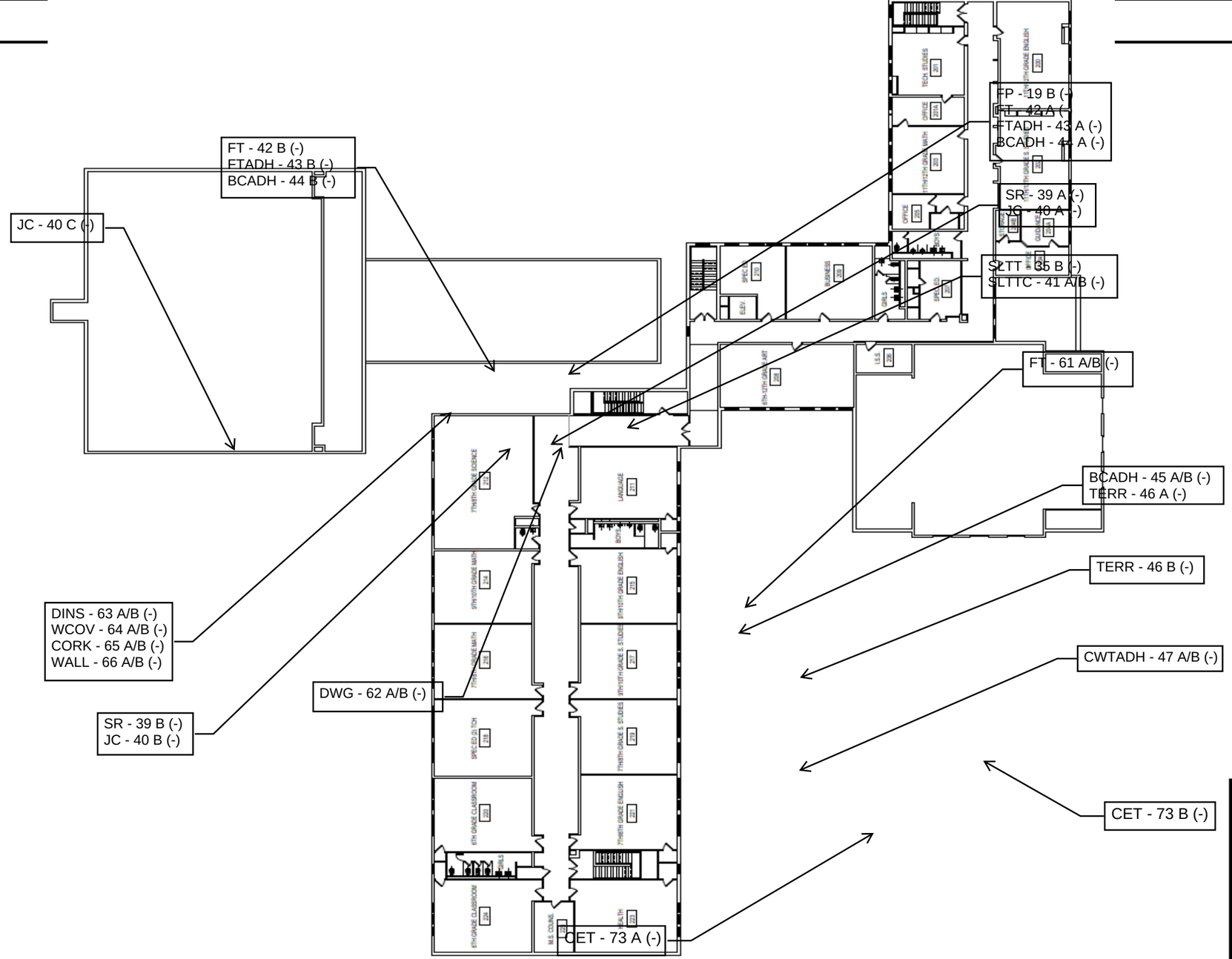

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DeRuyter Central School District

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ASBESTOS & PCB SAMPLE LOCATI

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2024 Capital Improvement Proje

Pre-Renovation Survey for Regulated Build

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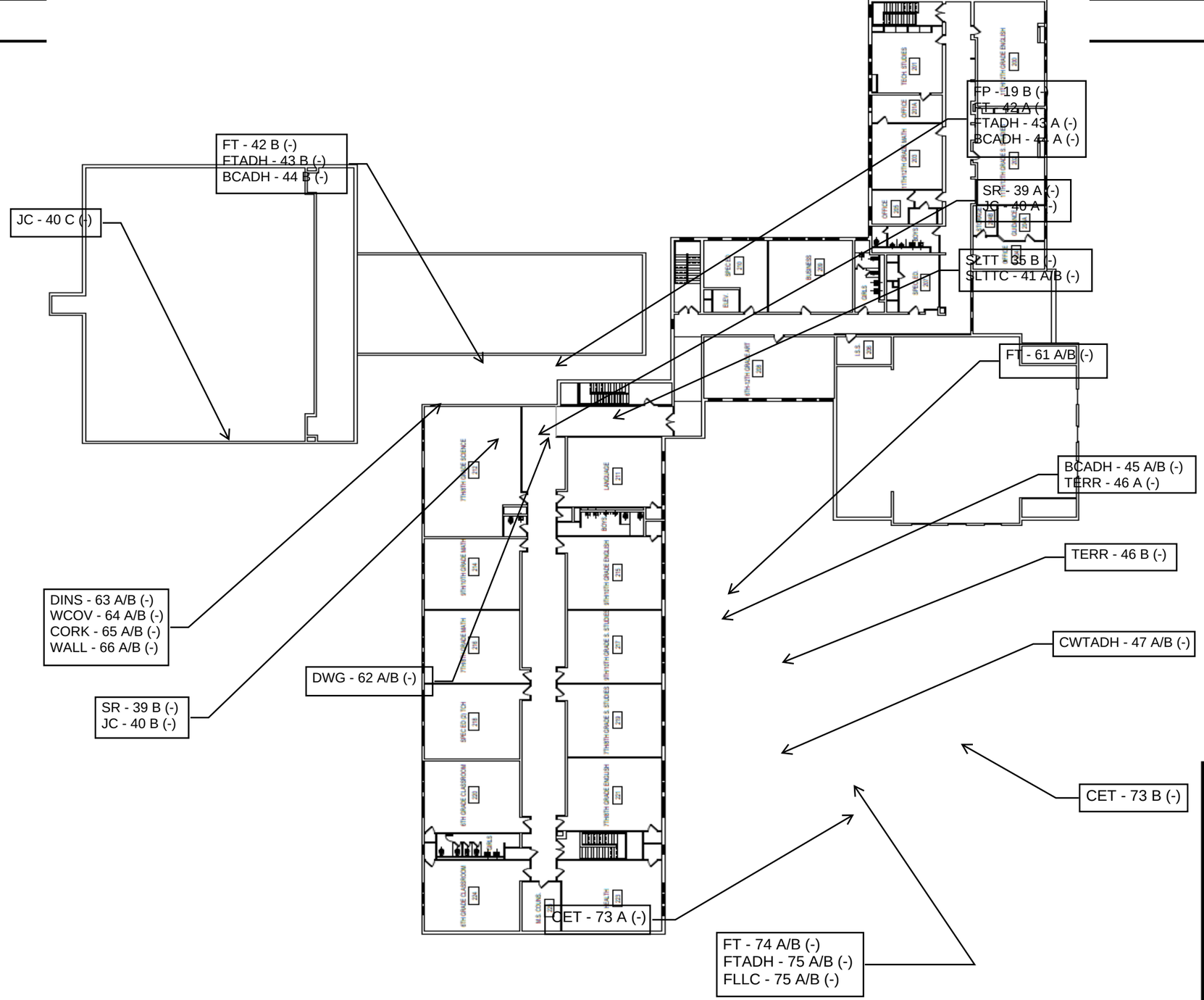

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Second Floor

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2024 Capital Improvement Proje

Pre-Renovation Survey for Regulated Build

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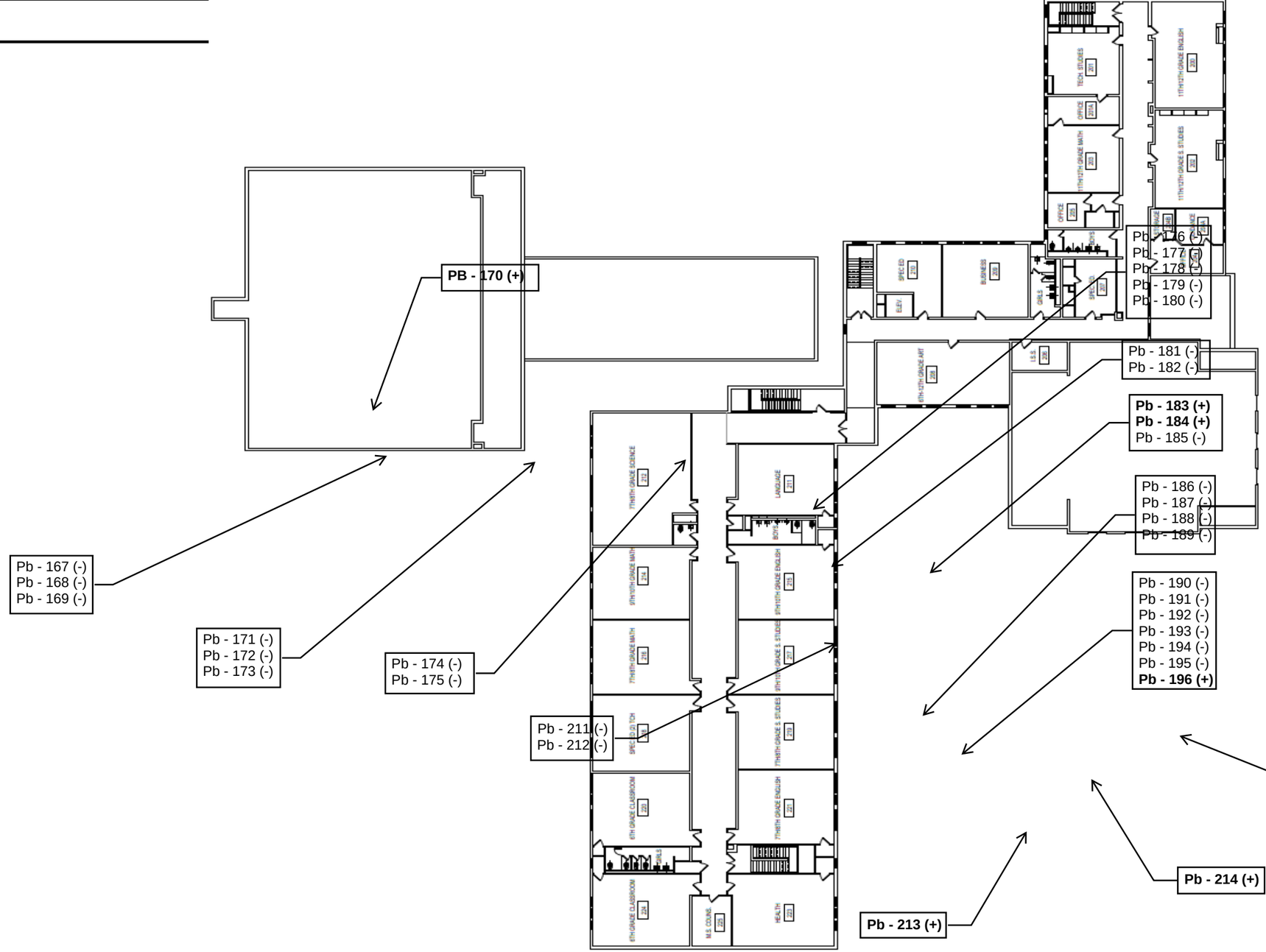

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LEAD BASED PAINT SAMPLE LOCAT

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Pre-Renovation Survey for Regulated Build

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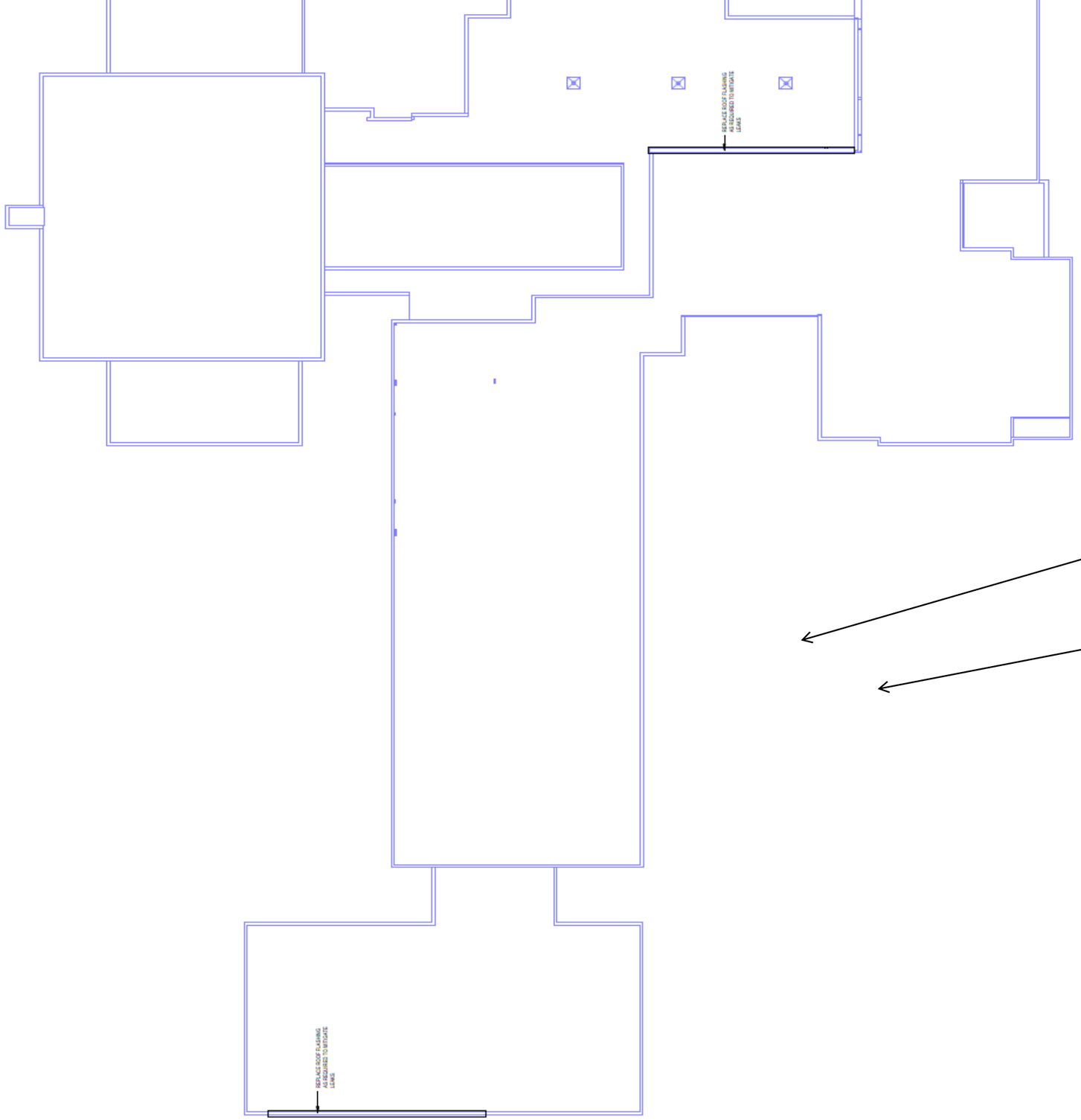

VB - 53 A/B (-)

FCAULK - 54 A/B (-)
PCB - 03 (-)

LEGEND

Pb - # (+/-) Lead-Based Paint Sample Location
PCB - # (+/-) PCB Sample Location
ABCD - # (+/-) Asbestos Sample Location

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Syracuse, New York 13206
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Main School Building Roof

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Pre-Renovation Survey for Regulated Build

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Contract No. 01

PROJECT: DERUYTER CSD – 2024 CAPITAL IMPROVEMENT PROJECT

See ADVERTISEMENT FOR BIDS for date, time and place for receipt of bids.

The undersigned _____

(Name of Bidder)

_____

(Address)

_____

(Telephone)

hereby certifies that they have visited the site, examined, and fully understand the requirements and intent of Bidding and Contract Documents, including Plans, Project Manual and Addenda issued for the DeRuyter CSD – 2024 Capital Improvement Project, and being familiar with all conditions surrounding construction of project, including availability of materials and labor, hereby proposes to furnish all labor, materials and equipment necessary or proper for, or incidental to, performance of proposed work, and does hereby agree to perform all work of this project in accordance with Contract Documents at prices stated below. These prices shall cover all expenses incurred in performing work required under Contract Documents, of which this proposal is a part.

The Bidder agrees to furnish all Materials, Labor, and Equipment Costs for the **TOTAL LUMP SUM BASE BID of:**

_____ US Dollars
(in words)

US $ _____
(in figures)

(Dollar amounts must be TYPED, or written in ink, in both words and figures. In the case of discrepancy, the amount shown in words shall govern. Award of contract shall be based on total Base Bid, plus or minus Alternates accepted, and qualification of bid.)

ALLOWANCES:
The Bidder acknowledges the amount shown in Total Base Bid(s) includes the following Allowances:

Allowance No. GC-1: Contingency Allowance
Include Contingency Allowance of **$30,000** for use according to Owners written instructions

ADDENDUM RECEIPT:
We hereby acknowledge receipt of the following Addenda:

No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____

No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____

ALTERNATES:
The Bidder shall submit the following Alternate Bids in accordance with the Contract Documents. If they are accepted by Owner, they will become part of Contract and must comply with all applicable Contract Documents. Alternates include all labor, material, equipment and overhead and profit. See INSTRUCTIONS TO BIDDERS and Division 01 Section ALTERNATES for additional information.

Dollar amounts must be TYPED, or written in ink, in both words and figures. In the case of discrepancy, the amount shown in words shall govern. Award of contract shall be based on total Base Bid, plus or minus Alternates accepted, and qualification of bid.

Note: Where Alternate work does not add or subtract from the cost of Base Bid of this work, write the word "NONE" in the space provided. Spaces left BLANK, struck out, or otherwise not completed with a dollar value will be considered "NONE" or "$ 0.00".

Alternate No. GC-1	SSBA Security Office 136A Renovations	
ADD	_____ US Dollars (in words)	US $ _____ (in figures)
Alternate No. GC-2	Rms 200, 201, 202, 205 and 208 Air Conditioning Improvements	
ADD	_____ US Dollars (in words)	US $ _____ (in figures
Alternate No. GC-3	Rm 103 HVAC Improvements	
ADD	_____ US Dollars (in words)	US $ _____ (in figures)
Alternate No. GC-4	ES & HS Basketball Backstops & Controls	
ADD	_____ US Dollars (in words)	US $ _____ (in figures)
Alternate No. GC-5	Stair 124 Terrazzo Stair Tread Replacement	
ADD	_____ US Dollars (in words)	US $ _____ (in figures)

EXECUTION OF CONTRACT:

If written notice of acceptance of this Bid is mailed or otherwise delivered to the undersigned within (45) calendar days after date of opening of the Bids or any time thereafter, the undersigned shall, within ten (10) calendar days after date of such delivery, execute and deliver a contract in the form required by Architect. This Bid may be withdrawn at any time prior to the scheduled time for the opening of Bids or any authorized postponement thereof.

BID SECURITY

The undersigned Contractor encloses with this Bid, the Bid Security required by Contract Documents in the form of ☐ Certified Check or ☐ Bid Bond (check one) in the amount of

_____ DOLLARS (US $_____)

representing not less than 5% of Base Bid.

Dated: _____ By: _____

(Insert bidder's name)

Address: _____

If a corporation, give the state of incorporation using the phrase "a corporation organized under the laws of _____"

If a partnership, give names of partners using also the phrase "co-partners trading and doing business under the firm name and style of

_____"

If an individual using a trade name, give individual name using also the phrase "an individual doing business under the trade name and style of

_____

RIGHT TO WAIVE OR REJECT

In submitting this Bid, it is understood that the right is reserved by Owner to accept or reject any or all bids. See INSTRUCTIONS TO BIDDERS.

WITHDRAWAL OF BIDS

It is agreed that this Bid may not be withdrawn for a period of forty-five (45) calendar days after actual date of opening thereof. See INSTRUCTIONS TO BIDDERS.

PERFORMANCE BOND

The undersigned further agrees, if awarded the Contract, to execute and deliver to the Owner within ten (10) calendar days of signing of Contract satisfactory combined Performance Bond in form bound in Specification, in sum equal to full amount of Contract

TIME

We agree to commence work when directed by Owner via Notice to Proceed and to complete fully said work as specified in Division 01 Section SUMMARY OF WORK.

SIGNATURE

Name of Bidder: _____

Entity of Bidder (Corporation, LLC, Proprietorship, etc.): _____

Signature: _____

Title/Position of Signer: _____

Date: _____

ATTESTATION

ATTESTED THAT _____ is authorized to sign and submit the bid or proposal of this bidder for the following project:

DERUYTER CSD - 2024 CAPITAL IMPROVEMENT PROJECT

And to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-d (103-d) of the New York General Municipal Law (https://newyork.public.law/laws/n.y. general municipal law section 103-d) as to the act and deed of such bidder and for any inaccuracies or misstatements in such certificate this bidder shall be liable under the penalties of perjury.

_____

Bidder

This Certificate must be submitted with the Bid.

HAZARDOUS MATERIAL ACKNOWLEDGEMENT

No bid shall be accepted that does not have this form completely executed.

Each contractor submitting a bid shall sign below acknowledging that they are aware that this contract involves renovation work that will impact asbestos-containing materials, PCB-containing materials and building components treated with lead. By signing below, you are acknowledging that you have reviewed and are familiar with the requirements set forth in specification sections 02 8213 and 02 8313 and the hazardous material reports and have based your bids accordingly. Failure to sign this acknowledgement and include it in your bid will result in bid disqualification.

_____

(Individual)

_____

(Bidder)

_____

(Signature of Officer)

_____

(Dated)

NON-COLLUSIVE BIDDING CERTIFICATION

No bid shall be accepted that does not have this form completely executed.

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

(a) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or any competitor;

(b) Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

(c) No attempt has been made or shall be made by the bidder to insure any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

(d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well the person signing in its behalf;

(e) That attached hereto is a certified copy of attestation authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the bidder.

_____
(Individual)

_____
(Bidder)

_____
(Signature of Officer)

_____
(Dated)

This Certificate must be submitted with the Bid.

IRANIAN ENERGY DIVESTMENT CERTIFICATION

No bid shall be accepted that does not have this form completely executed.

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 their knowledge and belief, bidder is not on the list created pursuant to Paragraph (b) of Subdivision 3 of Section 165-a of the State Finance Law (https://newyork.public.law/laws/n.y._state_finance_law_section_165-a.)

_____
(Individual)

_____
(Bidder)

_____
(Signature of Officer)

_____
(Dated)

This Certificate must be submitted with the Bid.

GENDER-BASED VIOLENCE AND THE WORKPLACE CERTIFICATION

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace that meets or exceeds the following minimum requirements established by the New York State Office for the Prevention of Domestic Violence (OPDV)

The policy shall include at a minimum:

1. **Share Information**: Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
2. **Refer Employee-Survivors to Services**: The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
3. **Prohibit Retaliation**: The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
4. **Comply with Laws**: Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
5. **Offer Implementation Support**: OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide an attached statement with their bid detailing the reasons therefor.

This Certificate must be submitted with the Bid.

Contract No. 02

PROJECT: DERUYTER CSD – 2024 CAPITAL IMPROVEMENT PROJECT

See ADVERTISEMENT FOR BIDS for date, time and place for receipt of bids.

The undersigned _____

(Name of Bidder)

_____

(Address)

_____

(Telephone)

hereby certifies that they have visited the site, examined, and fully understand the requirements and intent of Bidding and Contract Documents, including Plans, Project Manual and Addenda issued for the DeRuyter CSD 2024 Capital Improvement Project, and being familiar with all conditions surrounding construction of project, including availability of materials and labor, hereby proposes to furnish all labor, materials and equipment necessary or proper for, or incidental to, performance of proposed work, and does hereby agree to perform all work of this project in accordance with Contract Documents at prices stated below. These prices shall cover all expenses incurred in performing work required under Contract Documents, of which this proposal is a part.

The Bidder agrees to furnish all Materials, Labor, and Equipment Costs for the **TOTAL LUMP SUM BASE BID of:**

_____ US Dollars
(in words)

US $ _____
(in figures)

(Dollar amounts must be TYPED, or written in ink, in both words and figures. In the case of discrepancy, the amount shown in words shall govern. Award of contract shall be based on total Base Bid, plus or minus Alternates accepted, and qualification of bid.)

ALLOWANCES:
The Bidder acknowledges the amount shown in Total Base Bid(s) includes the following Allowances:

Allowance No. MC-1: Contingency Allowance
Include Contingency Allowance of **$20,000** for use according to Owners written instructions

ADDENDUM RECEIPT:
We hereby acknowledge receipt of the following Addenda:

No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____

No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____

ALTERNATES:
The Bidder shall submit the following Alternate Bids in accordance with the Contract Documents. If they are accepted by Owner, they will become part of Contract, and must comply with all applicable Contract Documents. Alternates include all labor, material, equipment and overhead and profit. See INSTRUCTIONS TO BIDDERS and Division 01 Section ALTERNATES for additional information.

Dollar amounts must be TYPED, or written in ink, in both words and figures. In the case of discrepancy, the amount shown in words shall govern. Award of contract shall be based on total Base Bid, plus or minus Alternates accepted, and qualification of bid.

Note: Where Alternate work does not add or subtract from the cost of Base Bid of this work, write the word "NONE" in the space provided. Spaces left BLANK, struck out, or otherwise not completed with a dollar value will be considered "NONE" or "$ 0.00".

Alternate No. MC-1	SSBA Security Office 136A Renovations	
ADD	_____ US Dollars (in words)	US $ _____ (in figures)
Alternate No. MC-2	Rms 200, 201, 202, 205 and 208 Air Conditioning Improvements	
ADD	_____ US Dollars (in words)	US $ _____ (in figures)
Alternate No. MC-3	Rm 103 HVAC Improvements	
ADD	_____ US Dollars (in words)	US $ _____ (in figures)

EXECUTION OF CONTRACT:

If written notice of acceptance of this Bid is mailed or otherwise delivered to the undersigned within (45) calendar days after date of opening of the Bids or any time thereafter, the undersigned shall, within ten (10) calendar days after date of such delivery, execute and deliver a contract in the form required by Architect. This Bid may be withdrawn at any time prior to the scheduled time for the opening of Bids or any authorized postponement thereof.

BID SECURITY

The undersigned Contractor encloses with this Bid, the Bid Security required by Contract Documents in the form of ☐ Certified Check or ☐ Bid Bond (check one) in the amount of

_____ DOLLARS (US $_____)

representing not less than 5% of Base Bid.

Dated: _____ By: _____

(Insert bidder's name)

Address: _____

If a corporation, give the state of incorporation using the phrase "a corporation organized under the laws of _____"

If a partnership, give names of partners using also the phrase "co-partners trading and doing business under the firm name and style of

_____"

If an individual using a trade name, give individual name using also the phrase "an individual doing business under the trade name and style of

_____

RIGHT TO WAIVE OR REJECT

In submitting this Bid, it is understood that the right is reserved by Owner to accept or reject any or all bids. See INSTRUCTIONS TO BIDDERS.

WITHDRAWAL OF BIDS

It is agreed that this Bid may not be withdrawn for a period of forty-five (45) calendar days after actual date of opening thereof. See INSTRUCTIONS TO BIDDERS.

PERFORMANCE BOND

The undersigned further agrees, if awarded the Contract, to execute and deliver to the Owner within ten (10) calendar days of signing of Contract satisfactory combined Performance Bond in form bound in Specification, in sum equal to full amount of Contract

TIME

We agree to commence work when directed by Owner via Notice to Proceed and to complete fully said work as specified in Division 01 Section SUMMARY OF WORK.

SIGNATURE

Name of Bidder: _____

Entity of Bidder (Corporation, LLC, Proprietorship, etc.): _____

Signature: _____

Title/Position of Signer: _____

Date: _____

ATTESTATION

ATTESTED THAT _____ is authorized to sign and submit the bid or proposal of this bidder for the following project:

DERUYTER CSD – 2024 CAPITAL IMPROVEMENT PROJECT

And to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-d (103-d) of the New York General Municipal Law (https://newyork.public.law/laws/n.y. general municipal law section 103-d) as to the act and deed of such bidder and for any inaccuracies or misstatements in such certificate this bidder shall be liable under the penalties of perjury.

_____

Bidder

This Attestation must be submitted with the Bid.

HAZARDOUS MATERIAL ACKNOWLEDGEMENT

No bid shall be accepted that does not have this form completely executed.

Each contractor submitting a bid shall sign below acknowledging that they are aware that this contract involves renovation work that will impact asbestos-containing materials, PCB-containing materials and building components treated with lead. By signing below, you are acknowledging that you have reviewed and are familiar with the requirements set forth in specification sections 02 8213 and 02 8313 and the hazardous material reports and have based your bids accordingly. Failure to sign this acknowledgement and include it in your bid will result in bid disqualification.

_____

(Individual)

_____

(Bidder)

_____

(Signature of Officer)

_____

(Dated)

NON-COLLUSIVE BIDDING CERTIFICATION

No bid shall be accepted that does not have this form completely executed.

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

(a) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or any competitor;

(b) Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

(c) No attempt has been made or shall be made by the bidder to insure any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

(d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well the person signing in its behalf;

(e) That attached hereto is a certified copy of attestation authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the bidder.

_____
(Individual)

_____
(Bidder)

_____
(Signature of Officer)

_____
(Dated)

This Non-Collusive Bidding Certificate must be submitted with the Bid.

IRANIAN ENERGY DIVESTMENT CERTIFICATION

No bid shall be accepted that does not have this form completely executed.

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 their knowledge and belief, bidder is not on the list created pursuant to Paragraph (b) of Subdivision 3 of Section 165-a of the State Finance Law (https://newyork.public.law/laws/n.y._state_finance_law_section_165-a.)

_____
(Individual)

_____
(Bidder)

_____
(Signature of Officer)

_____
(Dated)

This Certificate must be submitted with the Bid.

GENDER-BASED VIOLENCE AND THE WORKPLACE CERTIFICATION

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace that meets or exceeds the following minimum requirements established by the New York State Office for the Prevention of Domestic Violence (OPDV)

The policy shall include at a minimum:

1. **Share Information**: Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
2. **Refer Employee-Survivors to Services**: The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
3. **Prohibit Retaliation**: The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
4. **Comply with Laws**: Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
5. **Offer Implementation Support**: OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide an attached statement with their bid detailing the reasons therefor.

This Certificate must be submitted with the Bid.

Contract No. 03

PROJECT: DERUYTER CSD – 2024 CAPITAL IMPROVEMENT PROJECT

See ADVERTISEMENT FOR BIDS for date, time and place for receipt of bids.

The undersigned _____

(Name of Bidder)

_____

(Address)

_____

(Telephone)

hereby certifies that they have visited the site, examined, and fully understand the requirements and intent of Bidding and Contract Documents, including Plans, Project Manual and Addenda issued for the DeRuyter CSD – 2024 Capital Improvement Project, and being familiar with all conditions surrounding construction of project, including availability of materials and labor, hereby proposes to furnish all labor, materials and equipment necessary or proper for, or incidental to, performance of proposed work, and does hereby agree to perform all work of this project in accordance with Contract Documents at prices stated below. These prices shall cover all expenses incurred in performing work required under Contract Documents, of which this proposal is a part.

The Bidder agrees to furnish all Materials, Labor, and Equipment Costs for the **TOTAL LUMP SUM BASE BID of:**

_____ US Dollars
(in words)

US $ _____
(in figures)

(Dollar amounts must be TYPED, or written in ink, in both words and figures. In the case of discrepancy, the amount shown in words shall govern. Award of contract shall be based on total Base Bid, plus or minus Alternates accepted, and qualification of bid.)

ALLOWANCES:
The Bidder acknowledges the amount shown in Total Base Bid(s) includes the following Allowances:

NONE

ADDENDUM RECEIPT:
We hereby acknowledge receipt of the following Addenda:

No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____

No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____

ALTERNATES:
The Bidder shall submit the following Alternate Bids in accordance with the Contract Documents. If they are accepted by Owner, they will become part of Contract and must comply with all applicable Contract Documents. Alternates include all labor, material, equipment and overhead and profit. See INSTRUCTIONS TO BIDDERS and Division 01 Section ALTERNATES for additional information.

Dollar amounts must be TYPED, or written in ink, in both words and figures. In the case of discrepancy, the amount shown in words shall govern. Award of contract shall be based on total Base Bid, plus or minus Alternates accepted, and qualification of bid.

Note: Where Alternate work does not add or subtract from the cost of Base Bid of this work, write the word “NONE” in the space provided. Spaces left BLANK, struck out, or otherwise not completed with a dollar value will be considered “NONE” or “$ 0.00”.

NONE

EXECUTION OF CONTRACT:

If written notice of acceptance of this Bid is mailed or otherwise delivered to the undersigned within (45) calendar days after date of opening of the Bids or any time thereafter, the undersigned shall, within ten (10) calendar days after date of such delivery, execute and deliver a contract in the form required by Architect. This Bid may be withdrawn at any time prior to the scheduled time for the opening of Bids or any authorized postponement thereof.

BID SECURITY

The undersigned Contractor encloses with this Bid, the Bid Security required by Contract Documents in the form of ☐ Certified Check or ☐ Bid Bond (check one) in the amount of

_____ DOLLARS (US $_____)

representing not less than 5% of Base Bid.

Dated: _____ By: _____

(Insert bidder's name)

Address: _____

If a corporation, give the state of incorporation using the phrase "a corporation organized under the laws of _____"

If a partnership, give names of partners using also the phrase "co-partners trading and doing business under the firm name and style of

_____"

If an individual using a trade name, give individual name using also the phrase "an individual doing business under the trade name and style of

_____

RIGHT TO WAIVE OR REJECT

In submitting this Bid, it is understood that the right is reserved by Owner to accept or reject any or all bids. See INSTRUCTIONS TO BIDDERS.

WITHDRAWAL OF BIDS

It is agreed that this Bid may not be withdrawn for a period of forty-five (45) calendar days after actual date of opening thereof. See INSTRUCTIONS TO BIDDERS.

PERFORMANCE BOND

The undersigned further agrees, if awarded the Contract, to execute and deliver to the Owner within ten (10) calendar days of signing of Contract satisfactory combined Performance Bond in form bound in Specification, in sum equal to full amount of Contract

TIME

We agree to commence work when directed by Owner via Notice to Proceed and to complete fully said work as specified in Division 01 Section SUMMARY OF WORK.

SIGNATURE

Name of Bidder: _____

Entity of Bidder (Corporation, LLC, Proprietorship, etc.): _____

Signature: _____

Title/Position of Signer: _____

Date: _____

ATTESTATION

ATTESTED THAT _____ is authorized to sign and submit the bid or proposal of this bidder for the following project:

DERUYTER CSD – 2024 CAPITAL IMPROVEMENT PROJECT

And to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-d (103-d) of the New York General Municipal Law (https://newyork.public.law/laws/n.y. general municipal law section 103-d) as to the act and deed of such bidder and for any inaccuracies or misstatements in such certificate this bidder shall be liable under the penalties of perjury.

_____

Bidder

This Attestation must be submitted with the Bid.

HAZARDOUS MATERIAL ACKNOWLEDGEMENT

No bid shall be accepted that does not have this form completely executed.

Each contractor submitting a bid shall sign below acknowledging that they are aware that this contract involves renovation work that will impact asbestos-containing materials, PCB-containing materials and building components treated with lead. By signing below, you are acknowledging that you have reviewed and are familiar with the requirements set forth in specification sections 02 8213 and 02 8313 and the hazardous material reports and have based your bids accordingly. Failure to sign this acknowledgement and include it in your bid will result in bid disqualification.

_____

(Individual)

_____

(Bidder)

_____

(Signature of Officer)

_____

(Dated)

NON-COLLUSIVE BIDDING CERTIFICATION

No bid shall be accepted that does not have this form completely executed.

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

(a) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or any competitor;

(b) Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

(c) No attempt has been made or shall be made by the bidder to insure any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

(d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well the person signing in its behalf;

(e) That attached hereto is a certified copy of attestation authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the bidder.

_____
(Individual)

_____
(Bidder)

_____
(Signature of Officer)

_____
(Dated)

This Non-Collusive Bidding Certificate must be submitted with the Bid.

IRANIAN ENERGY DIVESTMENT CERTIFICATION

No bid shall be accepted that does not have this form completely executed.

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 their knowledge and belief, bidder is not on the list created pursuant to Paragraph (b) of Subdivision 3 of Section 165-a of the State Finance Law (https://newyork.public.law/laws/n.y._state_finance_law_section_165-a.)

_____
(Individual)

_____
(Bidder)

_____
(Signature of Officer)

_____
(Dated)

This Certificate must be submitted with the Bid.

GENDER-BASED VIOLENCE AND THE WORKPLACE CERTIFICATION

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace that meets or exceeds the following minimum requirements established by the New York State Office for the Prevention of Domestic Violence (OPDV)

The policy shall include at a minimum:

1. **Share Information**: Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
2. **Refer Employee-Survivors to Services**: The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
3. **Prohibit Retaliation**: The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
4. **Comply with Laws**: Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
5. **Offer Implementation Support**: OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide an attached statement with their bid detailing the reasons therefor.

This Certificate must be submitted with the Bid.

Contract No. 04

PROJECT: DERUYTER CSD – 2024 CAPITAL IMPROVEMENT PROJECT

See ADVERTISEMENT FOR BIDS for date, time and place for receipt of bids.

The undersigned _____

(Name of Bidder)

_____

(Address)

_____

(Telephone)

hereby certifies that they have visited the site, examined, and fully understand the requirements and intent of Bidding and Contract Documents, including Plans, Project Manual and Addenda issued for the DeRuyter CSD – 2024 Capital Improvement Project, and being familiar with all conditions surrounding construction of project, including availability of materials and labor, hereby proposes to furnish all labor, materials and equipment necessary or proper for, or incidental to, performance of proposed work, and does hereby agree to perform all work of this project in accordance with Contract Documents at prices stated below. These prices shall cover all expenses incurred in performing work required under Contract Documents, of which this proposal is a part.

The Bidder agrees to furnish all Materials, Labor, and Equipment Costs for the **TOTAL LUMP SUM BASE BID of:**

_____ US Dollars
(in words)

US $ _____
(in figures)

(Dollar amounts must be TYPED, or written in ink, in both words and figures. In the case of discrepancy, the amount shown in words shall govern. Award of contract shall be based on total Base Bid, plus or minus Alternates accepted, and qualification of bid.)

ALLOWANCES:
The Bidder acknowledges the amount shown in Total Base Bid(s) includes the following Allowances:

NONE

ADDENDUM RECEIPT:
We hereby acknowledge receipt of the following Addenda:

No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____

No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____

ALTERNATES:
The Bidder shall submit the following Alternate Bids in accordance with the Contract Documents. If they are accepted by Owner, they will become part of Contract, and must comply with all applicable Contract Documents. Alternates include all labor, material, equipment and overhead and profit. See INSTRUCTIONS TO BIDDERS and Division 01 Section ALTERNATES for additional information.

Dollar amounts must be TYPED, or written in ink, in both words and figures. In the case of discrepancy, the amount shown in words shall govern. Award of contract shall be based on total Base Bid, plus or minus Alternates accepted, and qualification of bid.

Note: Where Alternate work does not add or subtract from the cost of Base Bid of this work, write the word "NONE" in the space provided. Spaces left BLANK, struck out, or otherwise not completed with a dollar value will be considered "NONE" or "$ 0.00".

Alternate No. EC-1	SSBA Security Office 136A Renovations	
ADD	_____ US Dollars (in words)	US $ _____ (in figures)
Alternate No. EC-2	Rms 200, 201, 202, 205, 208 Air Conditioning Improvements	
ADD	_____ US Dollars (in words)	US $ _____ (in figures)
Alternate No. EC-3	Rm 103 HVAC Improvements	
ADD	_____ US Dollars (in words)	US $ _____ (in figures)
Alternate No. EC-4	ES & HS Basketball Backstops & Controls	
ADD	_____ US Dollars (in words)	US $ _____ (in figures)

EXECUTION OF CONTRACT:

If written notice of acceptance of this Bid is mailed or otherwise delivered to the undersigned within (45) calendar days after date of opening of the Bids or any time thereafter, the undersigned shall, within ten (10) calendar days after date of such delivery, execute and deliver a contract in the form required by Architect. This Bid may be withdrawn at any time prior to the scheduled time for the opening of Bids or any authorized postponement thereof.

BID SECURITY

The undersigned Contractor encloses with this Bid, the Bid Security required by Contract Documents in the form of ☐ Certified Check or ☐ Bid Bond (check one) in the amount of

_____ DOLLARS (US $_____)

representing not less than 5% of Base Bid.

Dated: _____ By: _____

(Insert bidder's name)

Address: _____

If a corporation, give the state of incorporation using the phrase "a corporation organized under the laws of _____"

If a partnership, give names of partners using also the phrase "co-partners trading and doing business under the firm name and style of

_____"

If an individual using a trade name, give individual name using also the phrase "an individual doing business under the trade name and style of

_____

RIGHT TO WAIVE OR REJECT

In submitting this Bid, it is understood that the right is reserved by Owner to accept or reject any or all bids. See INSTRUCTIONS TO BIDDERS.

WITHDRAWAL OF BIDS

It is agreed that this Bid may not be withdrawn for a period of forty-five (45) calendar days after actual date of opening thereof. See INSTRUCTIONS TO BIDDERS.

PERFORMANCE BOND

The undersigned further agrees, if awarded the Contract, to execute and deliver to the Owner within ten (10) calendar days of signing of Contract satisfactory combined Performance Bond in form bound in Specification, in sum equal to full amount of Contract

TIME

We agree to commence work when directed by Owner via Notice to Proceed and to complete fully said work as specified in Division 01 Section SUMMARY OF WORK.

SIGNATURE

Name of Bidder: _____

Entity of Bidder (Corporation, LLC, Proprietorship, etc.): _____

Signature: _____

Title/Position of Signer: _____

Date: _____

ATTESTATION

ATTESTED THAT _____ is authorized to sign and submit the bid or proposal of this bidder for the following project:

DERUYTER CSD – 2024 CAPITAL IMPROVEMENT PROJECT

And to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-d (103-d) of the New York General Municipal Law (https://newyork.public.law/laws/n.y. general municipal law section 103-d) as to the act and deed of such bidder and for any inaccuracies or misstatements in such certificate this bidder shall be liable under the penalties of perjury.

_____

Bidder

This Attestation must be submitted with the Bid.

HAZARDOUS MATERIAL ACKNOWLEDGEMENT

No bid shall be accepted that does not have this form completely executed.

Each contractor submitting a bid shall sign below acknowledging that they are aware that this contract involves renovation work that will impact asbestos-containing materials, PCB-containing materials and building components treated with lead. By signing below, you are acknowledging that you have reviewed and are familiar with the requirements set forth in specification sections 02 8213 and 02 8313 and the hazardous material reports and have based your bids accordingly. Failure to sign this acknowledgement and include it in your bid will result in bid disqualification.

_____

(Individual)

_____

(Bidder)

_____

(Signature of Officer)

_____

(Dated)

NON-COLLUSIVE BIDDING CERTIFICATION

No bid shall be accepted that does not have this form completely executed.

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

(a) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or any competitor;

(b) Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

(c) No attempt has been made or shall be made by the bidder to insure any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

(d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well the person signing in its behalf;

(e) That attached hereto is a certified copy of attestation authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the bidder.

_____
(Individual)

_____
(Bidder)

_____
(Signature of Officer)

_____
(Dated)

This Non-Collusive Bidding Certificate must be submitted with the Bid.

IRANIAN ENERGY DIVESTMENT CERTIFICATION

No bid shall be accepted that does not have this form completely executed.

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 their knowledge and belief, bidder is not on the list created pursuant to Paragraph (b) of Subdivision 3 of Section 165-a of the State Finance Law (https://newyork.public.law/laws/n.y._state_finance_law_section_165-a.)

_____
(Individual)

_____
(Bidder)

_____
(Signature of Officer)

_____
(Dated)

This Certificate must be submitted with the Bid.

GENDER-BASED VIOLENCE AND THE WORKPLACE CERTIFICATION

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace that meets or exceeds the following minimum requirements established by the New York State Office for the Prevention of Domestic Violence (OPDV)

The policy shall include at a minimum:

1. **Share Information**: Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.

2. **Refer Employee-Survivors to Services**: The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.

3. **Prohibit Retaliation**: The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.

4. **Comply with Laws**: Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.

5. **Offer Implementation Support**: OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide an attached statement with their bid detailing the reasons therefor.

This Certificate must be submitted with the Bid.

PROJECT: DERUYTER CSD – 2024 CAPITAL IMPROVEMENT PROJECT

See ADVERTISEMENT FOR BIDS for date, time and place for receipt of bids.

The undersigned _____

(Name of Bidder)

_____

(Address)

_____

(Telephone)

hereby certifies that they have visited the site, examined, and fully understand the requirements and intent of Bidding and Contract Documents, including Plans, Project Manual and Addenda issued for the DeRuyter CSD – 2024 Capital Improvement Project, and being familiar with all conditions surrounding construction of project, including availability of materials and labor, hereby proposes to furnish all labor, materials and equipment necessary or proper for, or incidental to, performance of proposed work, and does hereby agree to perform all work of this project in accordance with Contract Documents at prices stated below. These prices shall cover all expenses incurred in performing work required under Contract Documents, of which this proposal is a part.

The Bidder agrees to furnish all Materials, Labor, and Equipment Costs for the **TOTAL LUMP SUM BASE BID of:**

_____ US Dollars
(in words)

US $ _____
(in figures)

(Dollar amounts must be TYPED, or written in ink, in both words and figures. In the case of discrepancy, the amount shown in words shall govern. Award of contract shall be based on total Base Bid, plus or minus Alternates accepted, and qualification of bid.)

ALLOWANCES:
The Bidder acknowledges the amount shown in Total Base Bid(s) includes the following Allowances:

NONE

ADDENDUM RECEIPT:
We hereby acknowledge receipt of the following Addenda:

No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____

No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____ No. _____ Date: _____

ALTERNATES:
The Bidder shall submit the following Alternate Bids in accordance with the Contract Documents. If they are accepted by Owner, they will become part of Contract, and must comply with all applicable Contract Documents. Alternates include all labor, material, equipment and overhead and profit. See INSTRUCTIONS TO BIDDERS and Division 01 Section ALTERNATES for additional information.

Dollar amounts must be TYPED, or written in ink, in both words and figures. In the case of discrepancy, the amount shown in words shall govern. Award of contract shall be based on total Base Bid, plus or minus Alternates accepted, and qualification of bid.

Note: Where Alternate work does not add or subtract from the cost of Base Bid of this work, write the word "NONE" in the space provided. Spaces left BLANK, struck out, or otherwise not completed with a dollar value will be considered "NONE" or "$ 0.00".

NONE

EXECUTION OF CONTRACT:

If written notice of acceptance of this Bid is mailed or otherwise delivered to the undersigned within (45) calendar days after date of opening of the Bids or any time thereafter, the undersigned shall, within ten (10) calendar days after date of such delivery, execute and deliver a contract in the form required by Architect. This Bid may be withdrawn at any time prior to the scheduled time for the opening of Bids or any authorized postponement thereof.

BID SECURITY

The undersigned Contractor encloses with this Bid, the Bid Security required by Contract Documents in the form of ☐ Certified Check or ☐ Bid Bond (check one) in the amount of

_____ DOLLARS (US $_____)

representing not less than 5% of Base Bid.

Dated: _____ By: _____

(Insert bidder's name)

Address: _____

If a corporation, give the state of incorporation using the phrase "a corporation organized under the laws of _____"

If a partnership, give names of partners using also the phrase "co-partners trading and doing business under the firm name and style of

_____"

If an individual using a trade name, give individual name using also the phrase "an individual doing business under the trade name and style of

_____

RIGHT TO WAIVE OR REJECT

In submitting this Bid, it is understood that the right is reserved by Owner to accept or reject any or all bids. See INSTRUCTIONS TO BIDDERS.

WITHDRAWAL OF BIDS

It is agreed that this Bid may not be withdrawn for a period of forty-five (45) calendar days after actual date of opening thereof. See INSTRUCTIONS TO BIDDERS.

PERFORMANCE BOND

The undersigned further agrees, if awarded the Contract, to execute and deliver to the Owner within ten (10) calendar days of signing of Contract satisfactory combined Performance Bond in form bound in Specification, in sum equal to full amount of Contract

TIME

We agree to commence work when directed by Owner via Notice to Proceed and to complete fully said work as specified in Division 01 Section SUMMARY OF WORK.

SIGNATURE

Name of Bidder: _____

Entity of Bidder (Corporation, LLC, Proprietorship, etc.): _____

Signature: _____

Title/Position of Signer: _____

Date: _____

ATTESTATION

ATTESTED THAT _____ is authorized to sign and submit the bid or proposal of this bidder for the following project:

DERUYTER CSD – 2024 CAPITAL IMPROVEMENT PROJECT

And to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-d (103-d) of the New York General Municipal Law (https://newyork.public.law/laws/n.y. general municipal law section 103-d) as to the act and deed of such bidder and for any inaccuracies or misstatements in such certificate this bidder shall be liable under the penalties of perjury.

_____

Bidder

This Attestation must be submitted with the Bid.

HAZARDOUS MATERIAL ACKNOWLEDGEMENT

No bid shall be accepted that does not have this form completely executed.

Each contractor submitting a bid shall sign below acknowledging that they are aware that this contract involves renovation work that will impact asbestos-containing materials, PCB-containing materials and building components treated with lead. By signing below, you are acknowledging that you have reviewed and are familiar with the requirements set forth in specification sections 02 8213 and 02 8313 and the hazardous material reports and have based your bids accordingly. Failure to sign this acknowledgement and include it in your bid will result in bid disqualification.

_____

(Individual)

_____

(Bidder)

_____

(Signature of Officer)

_____

(Dated)

NON-COLLUSIVE BIDDING CERTIFICATION

No bid shall be accepted that does not have this form completely executed.

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

(a) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or any competitor;

(b) Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

(c) No attempt has been made or shall be made by the bidder to insure any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

(d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well the person signing in its behalf;

(e) That attached hereto is a certified copy of attestation authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the bidder.

_____
(Individual)

_____
(Bidder)

_____
(Signature of Officer)

_____
(Dated)

This Non-Collusive Bidding Certificate must be submitted with the Bid.

IRANIAN ENERGY DIVESTMENT CERTIFICATION

No bid shall be accepted that does not have this form completely executed.

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 their knowledge and belief, bidder is not on the list created pursuant to Paragraph (b) of Subdivision 3 of Section 165-a of the State Finance Law (https://newyork.public.law/laws/n.y._state_finance_law_section_165-a.)

_____
(Individual)

_____
(Bidder)

_____
(Signature of Officer)

_____
(Dated)

This Certificate must be submitted with the Bid.

GENDER-BASED VIOLENCE AND THE WORKPLACE CERTIFICATION

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace that meets or exceeds the following minimum requirements established by the New York State Office for the Prevention of Domestic Violence (OPDV)

The policy shall include at a minimum:

1. **Share Information**: Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.

2. **Refer Employee-Survivors to Services**: The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.

3. **Prohibit Retaliation**: The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.

4. **Comply with Laws**: Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.

5. **Offer Implementation Support**: OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide an attached statement with their bid detailing the reasons therefor.

This Certificate must be submitted with the Bid.

PART 1 - INSURANCE

1.1 No contractor shall commence work under this contract until he or she has obtained all the insurance required hereinafter and such insurance has been approved by the Owner, nor shall Contractor allow any subcontractor to commence any work on subcontract until all similar insurance required of subcontractor has been obtained and approved. Approval of insurance by Owner shall not relieve or decrease liability of each contractor.

1.2 Worker's Compensations and other Mandated Insurance: Each contractor shall take out and maintain during the life of this contract statutory Worker's Compensation and Employer's Liability Insurance, and all other insurance required by law, for all of his or her employees engaged in work under this contract, and in case any such work is sublet, contractor shall require subcontractor to provide all similar insurance.

1.3 Bodily injury and Property Damage Liability Insurance: Each contractor shall take out and maintain during the life of contract Commercial General Liability Insurance Policy for Bodily Injury, including Accidental Death, and Property Damage, as shall protect him or her and any subcontractor performing work covered by this contract from claims for damage which may arise from operations under this contract, whether such operations are by himself or herself, another subcontractor or anyone directly or indirectly employed by them. The hazard insured against shall be listed below:

A. Premises Operations.
B. Explosion & Collapse.
C. Underground.
D. Contractual Insurance.
E. Broad Form Property Damage.
F. Independent Contractors.
G. Personal and Advertising Injury Liability.
H. Automobile Liability, Including Owned, Hired & Non-Owned Automobiles.
I. Umbrella Liability.

1.4 The Contractor shall purchase and maintain insurance of the following types and limits of liability with insurance carriers licensed in New York State with a Best's rating of A, size X or better:

A. Commercial General Liability with limits of insurance not less than:

B.	Bodily Injury and Property Damage	$1,000,000 each occurrence
C.	Products/Completed Operations	$2,000,000 aggregate
D.	Personal Injury & Advertising Injury	$1,000,000 each person or organization
E.	General Aggregate	$2,000,000 applicable on a per project basis

1. CGL coverage shall be written on ISO Occurrence form CGOO 01 12/04 or a substitute form providing equivalent coverage and shall cover liability arising from premise and operations, independent contractors, products-completed operations and personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
2. The DeRuyter Central School District (OWNER), Ashley McGraw Architects, DPC (and its consultants) and Schoolhouse Construction Services LLC (construction manager) shall be included as Additional Insureds including Completed Operations on the CGL, using ISO Additional Insured Endorsements CG 20 10 07/04 and CG 20 37 07/04 or their equivalent. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Program Manager. It shall apply as primary insurance on a non-contributing basis before any other insurance or self- insurance, including any deductible, maintained by or provided to, the additional insured.
3. There shall be no exclusions or limitations relating to NYS Labor Law.
4. There shall be no endorsement or modification of the Program Manager CGL policy arising from pollution, explosion, collapse, underground property damage or work performed by any contractor.
5. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain completed operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

F. Automobile Liability
1. Automobile Liability including Hired/Non-Hired Autos
a. Combined Single Limit $ 1,000,000

G. Umbrella Liability
1. Providing coverage over General and Automobile
b. Bodily Injury and Property Damage Limit $ 5,000,000 each occurrence
c. Products/Completed Operations Limit $ 5,000,000aggregate
d. General Aggregate $ 5,000,000 applicable on a per project basis
2. Coverage shall follow form to the CGL as respects requirements outlined above

H. Workers Compensation and Employers Liability
   1. Employers Liability insurance limits of at least $1,000,000 each accident for bodily injury by accident and $1,000,000 each employee for injury by disease if Self Insured. Otherwise in New York State this requirement is waived and limits will read "statutory".

I. Construction Management Errors & Omissions Insurance
   1. Program Manager shall maintain Construction Management Errors & Omissions Insurance with a limit not less than $ 5,000,000, which includes coverage for Architect and Engineer oversight.

J. Contractors Pollution Liability Insurance with limits no less than
   1. Each Occurrence $1,000,000
   2. Aggregate $2,000,000

K. Builders Risk
   1. The Owner will provide Builder's Risk Insurance. Contractor's to cover off-site and in-transit materials.

L. Owners and Contractors Protective Liability Insurance with limits no less than
   1. Each Occurrence $1,000,000
   2. Aggregate $2,000,000

1.5 Waiver of Subrogation: All policies will be endorsed to waive all rights of subrogation against the Harpursville Central School District and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability policy (CGL), commercial automobile (CAL) and workers compensation (WC).

1.6 Provide Architect with a copy of the fully executed Insurance Policy.

1.7 Insurance Certificates and Policies: The Certificate of Contractor's General Liability Insurance is to be filed with the Owner through the Architect's office before commencing work, and annually thereafter for three years following completion of the work. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Program Managers Commercial General Liability (CGL) policy. The Certificate of Insurance shall contain the following endorsement:

A. "IT IS UNDERSTOOD THAT THE _____ INSURANCE COMPANY WILL NOTIFY THE PURCHASING AGENT/BUSINESS MANAGER OF THE HARPURSVILLE CENTRAL SCHOOL DISTRICT AT THE DISTRICT OFFICE, BY REGISTERED MAIL THIRTY (30) DAYS PRIOR TO ANY CHANGES OR CANCELLATION OF THE POLICY."

1.8 A copy of the Owner's Protective Liability Insurance Policy MUST be submitted to the Purchasing Agent/Business Manager within ten (10) days after Notice of Award. The Certificate of Owner's Protective Insurance alone is not sufficient.

The following Page contains a Sample ACORD Form that must be completed by Contractor's Insurance Carrier and submitted as proof of appropriate insurance coverage.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
SAMPLE	PHONE (A/C, No, Ext): / FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A : Must be rated A+ by AM Best	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	X COMMERCIAL GENERAL LIABILITY	Y	Y				EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT LOC							$
	AUTOMOBILE LIABILITY	Y	Y				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N	N / A	Y				E.L. EACH ACCIDENT	$ 100,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
	Owners Contractors Protective						$1,000,000 Per Occ. / $1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Name of Project and Contract # if applicable

The Name of School District is an Additional Insured including completed operations on a primary and non-contributory basis as per form # _____. (Using ISO Endorsement CG2010 07/04 AND CG2037 07/04 or their equivalent)

30 Days Notice Prior to the cancellation of a policy will be mailed to Name of School District.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Clear All

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The data listed in this section relate to the Division 01 Specification Sections.

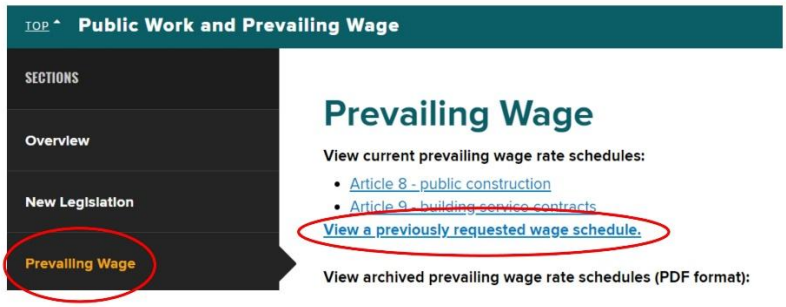
1.2 SUMMARY

B. Prime Contractors are herewith advised that they must pay all their personnel according to Rates of Wages and Supplements determined by the Commissioner of Labor of the State of New York, as prevailing in locality of site at which work will be performed.
   1. The same requirement applies to all sub-contractors and sub-subcontractors.

C. These wage rates and supplemental benefits are subject to change. Any such change shall be deemed to be incorporated herein by reference as of effective date of change and shall form part of these Contract Documents. Any such change shall be incorporated herein at no change in contract sum, and contractor must include in original bid such monies, as he deems necessary to pay prevailing wages and supplements over the course of Work.

D. Owner does not represent or warrant that Schedule of Wages classifications of workmen, mechanics and laborers, as required by Section 220 of Labor Law, is complete and reserves the right to revise such schedule in the event any other occupation not mentioned in the schedule or classifications is required in the execution of Project. Schedules of supplements to be provided and wages to be paid shall be requested from Commissioner of Labor by the Contractor, and become part of the wage and supplement schedules embodied in the Contract. The absence of an occupational classification shall not relieve Contractor from requirements to pay or provide prevailing wages and supplements for occupations not listed.

E. General information about public works projects and prevailing wages can be found on the Department of Labor (DOL) website at:
   https://dol.ny.gov/public-work-and-prevailing-wage
   1. On that website, on the left side, click on "Prevailing Wage"
   2. Then, click on "View a previously requested wage schedule"



   3. The Prevailing Case Rate (PRC) number can be used by all prospective bidders to see the appropriate wage rates for the project by following the next link.
   4. The previously obtained PRC number (see below) is simply entered into this site to see all applicable wage rates for the specific project.
      a. The PRC number for this Project is 2025011497

   5. Prospective bidders must go to the DOL website with the PRC number and make certain their bid price is reflective of the actual wage rates for the particular project. Once the Owner has identified a low bidder, DOL states that the contract must include the actual wage rates (paper copies) for the project.

PART 2 - MATERIALS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 00 5000

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, *Construction Manager as Adviser Edition*

AGREEMENT made as of the XX day of XX in the year XXXX
(In words, indicate day, month, and year.)

BETWEEN the Owner:

DeRuyter Central School District
711 Railroad Street
DeRuyter, New York 13052
Telephone No.: 315-852-3400

and the Contractor:

TBD

for the following Project:

DeRuyter CSD 2024 Capital Outlay

Architect No.: 23062

The Construction Manager:

TBD

The Architect:

Ashley McGraw Architects, DPC
125 East Jefferson Street, 15th Floor
Syracuse, New York 13202
Telephone No.: 315-425-1814

The Owner and Contractor agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (68c486ed895fafbc37cf8206)

TABLE OF ARTICLES

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2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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6 DISPUTE RESOLUTION

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8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

[X] The date of this Agreement and time is of the essence for every aspect of this Agreement.

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

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

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

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

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Portion of Work	Substantial Completion Date

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete
§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

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

[ ] By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum
§ 4.2.1 The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates
§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2.2 Following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

Item	Price	Conditions for Acceptance

§ 4.2.3 Allowances, if any, included in the Contract Sum:

Item	Price

§ 4.2.4 Unit prices, if any:

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Item	Units and Limitations	Price per Unit

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the Twenty-Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-Five (45) days after the Construction Manager receives the Application for Payment.

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

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

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

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

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

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

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

5.00%

This space left blank

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

.)

This space left blank

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

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

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment:

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

[ ] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[X] Litigation in a court of competent jurisdiction.

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Neal Capone; Superintendent
DeRuyter Central School District
711 Railroad Street
DeRuyter, New York 13052
Telephone No.: 315-852-3400

§ 8.3 The Contractor's representative:

TBD

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Specification Section 00 4000 Insurance Requirements and Section 00 7000 General Conditions of the Contract for Construction, Article 11 Insurance and Bonds.

§ 8.5.2 The Contractor shall provide bonds as set forth in Specification Section 00 7000 General Conditions of the Contract for Construction, Article 11 Insurance and Bonds.

§ 8.6 This space left blank.

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

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§ 8.8 Other provisions:

As outlined in the Contract Documents

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as modified

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified

.5 Drawings – The Drawings are those listed in List of Drawings, Specification Section 00 0201, which is attached to and made part of this Agreement as Exhibit C.

.6 Specifications – The Specifications are those listed in Table of Contents, Specification Section 00 0200, which is attached to and make pat of this Agreement as Exhibit B.

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:
Prevailing Wage Rates, NYS Schedule

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

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

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AIA® Document A232® – 2019

General Conditions of the Contract for Construction, *Construction Manager as Adviser Edition*

for the following PROJECT:

DeRuyter Central School District 2024 Capital Project

Architect No.: 23062

THE CONSTRUCTION MANAGER:

TBD

THE OWNER:

DeRuyter Central School District
711 Railroad Street
DeRuyter, New York 13052
Telephone No.: 315-852-3400

THE ARCHITECT:

Ashley McGraw Architects, DPC
125 East Jefferson Street 15th Floor
Syracuse, New York 13202
Telephone No.: 315-425-1814

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Bid Form executed by Bidder (including Unit Price, Alternates, and Allowances) with Non-Collusive Bidding Certification (executed by Bidder) and Certified Corporate Resolution, Agreement between Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued or negotiated after receipt of bids or execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.2.1 Where the term "Agreement," "Contract" or "Prime Contract" is used in the General Conditions and other Contract Documents, it shall mean the Agreement between the Owner and each Prime Contractor identified in the Specifications.

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

§ 1.1.3.1 To the extent that the Work includes the demolition and removal of existing structures and improvements, the term "construction" as used in the Contract Documents shall be interpreted and construed to include such demolition and removal services.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

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

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

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may

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include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

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

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

§ 1.2.3.1 The word "Provide" shall mean furnish and install, and shall include, without limitation, all labor, supervision, materials, equipment, transportation, services and other items required to complete the Work. The word "complete" shall refer to a Working system ready to serve the designated intent.

§ 1.2.3.2 The terms "knowledge", "recognize" and "discover", their respective derivatives and similar terms in the contract documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill and diligence required by the Contract Documents. The expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a Contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

§ 1.2.3.3 The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts or omissions, which causes the Owner, the Construction Manager or the Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.

§ 1.2.4 Where items are specified by the use of a reference standard not bound in the Specifications, the date of the reference standard shall be latest edition at the time of signing the Contract, except as specifically indicated otherwise.

§ 1.2.5 In the event of inconsistencies within or between part of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better quality or greater quantity of Work or (2) comply with the more stringent requirements; either or both, in accordance with the Architect's interpretation. The terms and conditions of this Paragraph 1.2.5, however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7.

§ 1.2.5.1 On the Drawings, given dimensions shall take precedence over scaled measurements and large scale Drawings over small scale Drawings.

§ 1.2.5.2 Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated

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on the Drawings. Any difference which may be found shall be submitted to the Architect for resolution before proceeding with the Work.

§ 1.2.5.3 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed Drawings of such departure for review by the Construction Manager and the Architect before making the change.

§ 1.2.6 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement.
2. Addenda, with those of later date having precedence over those of earlier date.
3. The General Conditions of the Contract for Construction.
4. Drawings and Specifications.

§ 1.2.6.1 In the case of an inconsistency between Drawings and Specifications, or within either form of Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided, in accordance with the Architect's interpretation.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols

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governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

§ 2.1.1.1 The Owner has retained a Construction Manager, which shall assist the Owner throughout the course of construction of the Work, including, but not limited to, monitoring the Contractor's progress, attending and reporting to the Owner on all job site meetings, observing testing and inspections, and reviewing the Contractor's requisitions for payment.

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

§ 2.3 Information and Services Required of the Owner

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

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the Construction Manager, shall secure and pay for the building permit.

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

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

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

§ 2.3.5.1 The Owner shall make available for inspection, upon request, any field survey and testing information of existing conditions which are known to be available and which are held by the Owner in its offices.

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

§ 2.3.7 Drawings and Specifications Furnished:

1. Copies For Bidding Purposes: See ADVERTISEMENT FOR BIDS.
2. Copies for Construction:
   - **A.** If requested in writing within 30 days of the Notice of Award, each Contractor shall be furnished, without charge, up to One (1) set of Drawings and Project Manuals, for their own use and the use of their Subcontractors.
   - **B.** Any additional sets or partial sets desired shall be obtained by Contractors at the cost of printing, postage, and handling.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.4.1 The right of the Owner to stop the Work pursuant to Section 2.4 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a forty-eight hour period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the

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Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

§ 3.1.1.1 Where the words "Contractor", "Prime Contractor" or any reference to "each Contractor" occur in the General Conditions, Supplementary General Conditions, and other Contract Documents, they shall mean the person, firms or organization having a Contract for the Work as set forth in the Agreement.

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.1.1 The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. No adjustments shall be made in either the Contract Sum or Contract Time for any failure by the Contractor or any Subcontractor to comply with the requirements of this Subparagraph.

§ 3.2.1.2 Claims for additional compensation or extension of time due to the Contractor's failure to familiarize itself with conditions at the site shall not be allowed.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.2.1 Except as to any reported errors, inconsistencies or omissions, and to concealed or unknown conditions referred to above, by executing the Agreement, the Contractor represents the following:

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.A The Contract Documents are sufficiently complete and detailed for the Contractor to (1) perform the Work required to produce results intended by the Contract Documents and (2) comply with all the requirements of the Contract Documents.

.B The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedure and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work; and (4) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of the Work.

§ 3.2.2.2 The Contractor shall promptly notify the Architect and the Construction Manager of any inconsistencies and errors to provide ample time for observation, investigation, detail drawings, etc. The Contractor shall anticipate required decisions by the Architect where reviews are to be made.

§ 3.2.2.3 All Contractors submitting proposals shall be presumed to have examined the site to consider fully all conditions which may have a bearing on the Work and to have accounted for these conditions in their proposals.

§ 3.2.2.4 When required, off-site storage is the responsibility of the Contractor.

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

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

§ 3.3 Supervision and Construction Procedures

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

§ 3.3.1.1 Coordination: The Prime Contractor shall be fully responsible for the coordination of the relationship of the Work of his Subcontractors, and shall cross check all of its Instructions, Specifications, Drawings, Shop Drawings, and Installations with existing conditions.

§ 3.3.1.2 Laying out the work:

.A Each Contractor shall carefully lay out its Work in accordance with the Contract Documents and shall coordinate its Work with existing and new Work, and shall verify all lines and levels indicated in the Contract Documents that affect its Work.

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.B Adjustments required to suit field conditions shall be made only after Architect's review. Each Contractor shall be responsible for the accuracy of layout and shall correct at its own expense any Work that its forces have laid out incorrectly.

.C Each Contractor shall furnish and erect all necessary batter boards, establish all lines and levels and connection therewith, and run all subsequent lines and levels as the Work progresses in order to assure careful and accurate Work true to the proper lines in accordance with the Contract Documents. Any batter boards, monuments or marks of reference, which may for any reason become disturbed or destroyed, whether such displacement or destruction is caused by carelessness, accident or by the elements, shall at all times, be promptly and accurately re-established by such Contractor.

.D The General Construction Contractor (unless noted otherwise in Division 01 Section MULTIPLE CONTRACT SUMMARY) shall establish finished floor elevations and finished grade lines for the building for all trades when requested to do so; and shall establish center lines of all interior partitions on floor forms before concrete is placed in order that Mechanical / Electrical / Plumbing Contractors will be able to place sleeves, etc., in proper locations.

.E Each Contractor shall be required to establish center lines, elevations and location of its Work when such are required for the benefit of other Contractors needing the information to coordinate location of their own Work.

§ 3.3.1.3 The Contractor shall:

.A Review all specified construction or installation procedures, including those recommended by manufacturers,

.B Advise Construction Manager and Architect:

1. if specified procedure deviates from good construction practice,
2. if following the procedure affects any warranties, including the Contractor's general warranty,
3. of any objections the Contractor may have to the procedure, and
4. of proposals for any alternative procedure which the Contractor will warrant.

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

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

§ 3.3.4 Shut downs: Such Work as connections to existing sewers, plumbing, heating and electric systems, shall be done at a time agreeable to the Owner, the Construction Manager, and the Architect, and shall be determined and agreed to well in advance of actually doing such Work so as to interfere as little as possible with the operation and use of existing utilities and services. Shut downs must be coordinated through the designated representative of the Owner. The continued uninterrupted operation of all utilities and services of the building is essential. If any existing utilities or services must be interrupted, the Contractor for the Work shall provide all necessary temporary utilities, services and connections necessary for maintaining these existing utilities and services at no increase in Contract price except as otherwise specified. No mechanical, heating, plumbing, sprinkler or electric services shall be interrupted at any time, except as approved in advance by the Owner, with a minimum of 72 hours' notice from the Contractor. All communication systems must be maintained without interruption. As much related Work as possible shall be performed prior to shut downs, so as to minimize the period of shut down. All material and manpower to do the Work involved shall be at the job prior to interruption of services.

§ 3.3.5 If any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed. No inspection performed or failed to be performed by Owner hereunder shall be a waiver of any of the Contractor's obligations hereunder or be construed as an approval or acceptance of the Work or any part thereof.

§ 3.3.6 The Contractor acknowledges that it is the Contractor's responsibility to hire all personnel for the proper and diligent prosecution of the Work, and the Contractor shall use its best efforts to maintain labor peace for the duration of the Project. If a labor dispute takes place, the Contractor shall not be entitled to any increase in the Contract Sum therefore.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor,

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materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees, Subcontractors and their agents and employees, and other persons carrying out any of the Work under a contract for the Contractor. The Contractor shall not employ or subcontract with any person (including, but not limited to, the Project Superintendent) or entity to which the Owner shall reasonably object.

§ 3.4.4 Each Prime Contractor shall be responsible for the care and protection of all equipment and materials for its Work of this project, including equipment and material furnished by Owner.

§ 3.4.5 Overtime: Each Prime Contractor shall take note that there is Work required to be done under his Contract in other spaces adjacent to or distant from areas being altered. The Owner's use of facilities cannot be disturbed except by specific approval of the Owner. Such Work, as making connections, revisions, additions to existing mechanical and electrical lines or equipment, cutting of new openings or other Work of any sort, must be done at times as directed by the Owner when existing facilities are not in use, and at no additional cost to the Owner.

§ 3.4.6 After the Contract has been executed, the Owner, the Construction Manager, and the Architect shall consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specifications.

§ 3.4.7 By making requests for substitution(s) based on Paragraph 3.4.6 above, the Contractor:

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

.2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

.3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;

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

.5 Represents that it will reimburse the Owner for additional costs from claims by other Prime Contractors resulting from incorporation of any requested substitution.

.6 Represents that it will reimburse the Owner for additional costs billed by the Architect or its consultants for the review of the substitution request(s), any redesign of the Work of this Contractor or associated Contractors, additional site visits related to the substitution request and for the Work to prepare Change Directives or Change Orders.

§ 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor further agrees to perform the Work in such manner so as to preserve any and all such

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warranties.

§ 3.6 Taxes
Except as otherwise specified, the Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.1 Except as otherwise specified, all Federal, State and Local taxes shall be included in the Contract price.

§ 3.6.2 Assessments and taxes on wages: The Contractor shall pay and include in his proposal all costs and liabilities for the amounts assessed, or which may be assessed, by the Federal, State and local governments under any and all Acts or Laws upon the wages and salaries paid or to be paid all employees of the Contractor and his subcontractors under this Contract.

§ 3.6.3 The Owner represents that it is an organization operated for purposes which make it exempt from New York Sales and Compensating Use Tax under Article 28 of the New York Tax Law. Contractor is further advised that the Owner is exempt from payment of all State and Local sales and compensating use taxes of the State of New York, cities and counties on the Contractor's purchase of all materials and supplies incorporated in and becoming an integral component part of the structures, buildings or real property, pursuant to the provisions of this Contract. Such taxes are not to be included in the Contract price, bid or costs to be reimbursed, as the case may be. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a subcontractor or to supplies and materials which, even though they are consumed in the performance of Contract, are not incorporated into the completed permanent Work, and the Contractor and his subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property upon all such unincorporated supplies and materials. Owner shall deliver to Contractor the appropriate exemption certificate required to be supplied by the Owner and Contractor and his subcontractors and material men shall be solely responsible for obtaining or delivering any and all exemptions or other certificates, and for furnishing a Contractor Exempt Purchase Certificate or other appropriate certificates to all persons, firms or corporations from whom they purchase supplies, materials and equipment for the performance of the Work covered by this Contract.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws
§ 3.7.1 Contractor shall secure and pay for all required permits, governmental fees, licenses, certificates of inspection, of occupancy, of Underwriters, and of all other required certificates for the Work, necessary for the proper execution and completion of the Work, which are customarily secured after execution of the Contract and which are legally required at the time the bids are received or negotiations concluded. However, since this is a New York State School project, the New York State Education Department is the authority having jurisdiction and will issue the building permit at no cost to the Contractor(s) when they (NYSED) approve the project. Other required inspection fees, permits, etc. are still required.

§ 3.7.1.1 The Contractor shall also procure all certificates of inspection and use, other permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work. Certificates of inspection and use shall be delivered to the Owner upon completion of the Work in sufficient time for occupancy of the Project in accordance with the approved schedule for the Work. The costs of such procurement, payment and delivery are included within the Contract Sum.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws
§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

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

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reimbursement to the Owner for any additional services required of the Owner or the Architect.

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** value of allowances shall also include:
  - **A.** All plant, equipment and labor for handling and storage at the site;
  - **B.** Any costs for protection;
  - **C.** All costs for associated demolition Work;
  - **D.** Costs for removal and off-site disposal of demolished materials;
  - **E.** Costs for labor, materials and equipment for installation and finishing, except where labor is specified not to be a part of the allowance;
  - **F.** Other expenses required to complete the installation;
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2; and
- **.4** Contractor's overhead and profit, including costs for bonds and insurance, for these allowances shall be included in the costs or values of the General Requirements of the Contract Sum and not in the allowance.

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

§ 3.9 Superintendent

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

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

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

§ 3.9.4 The Superintendent shall be on a full time basis in a managerial capacity to continuously expedite, direct, supervise and coordinate the Work, and shall not normally engage in performing physical labor.

§ 3.9.5 The representative of the Contractor shall have the authority to make decisions pertaining to the Contractor's Work.

§ 3.9.6 The Contractor shall not change the Project Superintendent without the prior written approval of the Owner, Construction Manager and Architect.

§ 3.9.7 Contractors that are awarded more than one trade Contract shall provide a Superintendent for each Contract.

§ 3.9.8 The cost of the full time Contractor Superintendent shall be included in the base bid for the duration of the Project, from the notice to proceed until actual final completion and final payment.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

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

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.3.1 The Work of entire project shall be performed continuously without interruption, so that all Work can be completed in the time set forth in the Contract Documents.

§ 3.10.3.2 The sequence of operation shall be scheduled with the Owner to not interfere with the Owner's use of existing structures. The Owner's approval shall be obtained prior to starting of such operations.

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§ 3.10.3.3 All Work shall be completed on or before the date set forth in the Agreement, except as otherwise specified.

§ 3.10.3.4 Job Meetings: During the course of construction, job meetings shall be held with representatives of the Owner, Architect and Engineers, the Construction Manager, and the Contractor, to discuss the progress of the Work, any problems of construction, timing or procedure, so as to expedite all phases of the Work to completion. Prime Contractors and their Subcontractors are to be represented at such meetings.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

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

§ 3.11.1 The Contractor shall make all approved permit drawings accessible to governmental inspectors and other authorized agencies.

§ 3.12 Shop Drawings, Product Data, and Samples

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

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

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect with copy to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.5.1 No extension of time shall be granted to the Contractor for failure to have Shop Drawings, Product Data, and Samples submitted in ample time to allow for review by Architect and/or Consulting Engineers.

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

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§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed by the Architect.

§ 3.12.8 The Work shall be in accordance with reviewed submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has taken appropriate action and has submitted written notification thereof for the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's review thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and take appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.13.2.1 Use of buildings:

.1 Each Prime Contractor shall cooperate with the Owner in making available for the Owner's use, portions of the completed or partially completed buildings as provided in Section 9.9. Such use shall not constitute acceptance thereof. Such occupancy shall in no way abrogate any specified warranties or guaranties for materials, Workmanship or operation of equipment pertaining to the occupied portions.

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.2 Contractor shall cooperate with the Owner in making available for the Owner's use such building services as heating, ventilating, cooling, water, lighting and telephone for the space or spaces to be occupied, and if the equipment required to furnish such services is not entirely completed when the Owner desires to occupy the aforesaid space or spaces, the Contractor shall make every reasonable effort to complete such part of his Work as soon as possible, to the extent that the necessary equipment can be put into operation and use.

.3 Mutually acceptable arrangements shall be made as to the warranties or guaranties affecting all Work associated therewith.

.4 Such occupancy or use shall not commence prior to a time mutually agreed to by Owner and Contractor and to which the insurance company or companies providing property insurance have consented by endorsement to the policy or policies. Such occupancy shall be documented with an appropriately executed Certificate of Substantial Completion.

§ 3.13.3 Prior to starting the Work, the Contractor shall submit a written report to the Construction Manager and the Architect identifying existing damage to roads, walks, lawns, buildings, and other property to be affected by this Contract. Failure to submit such report shall render the Contractor responsible for existing damage. The Contractor may request and schedule an inspection with the Owner, the Construction Manager and the Architect prior to submittal of the report. The Contractor shall obtain the consent of the adjoining property owners regarding temporary easements or any other manner of physical encroachment. The Contractor shall assure free, convenient, unencumbered and direct access to properties neighboring the Project site for the owners of such properties and their respective tenants, agents, invitees and guests.

§ 3.13.4 No signs or advertising material are permitted on Project site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.14.3

.1 The word "new" used herein shall mean Work which has been or is to be installed under the terms of the Contract for this project. The word "existing" used herein shall mean existing conditions previous to the award of a Contract for this project.

.2 In order to eliminate cutting and patching as much as possible, each Prime Contractor shall, during the progress of the Work, provide and set proper sleeves, inserts, etc. as required for new Work and shall give proper and detailed instructions to others where Work may be affected by their Work, with adequate notice prior to the erection of new Work. Cutting and patching Work as required to install new Work or remove existing Work shall be done carefully and neatly with as little damage as possible.

.3 Each Prime Contractor should refer to the Specifications for proper cutting and patching requirements.

.4 Any costs caused by defective or ill-timed Work shall be borne by the Contractor responsible therefor. Any Contractor who is required to cut and patch its new Work to provide conditions for other Contractors to complete their new Work and who was not given adequate prior notice of conditions required for completion of such Work before doing its Work, shall charge the Contractor in default the documented cost of cutting and patching Work, plus fifteen percent (15%) for overhead and profit, unless otherwise specified.

.5 Cutting and patching of any Work shall be made in such a manner as to not breach any provisions of any guarantee or warranty on existing Work left in place or guaranty or warranty required for his new Work. Patching of Work shall match existing adjacent surfaces and patch Work shall be disguised completely to hide any trace of patching.

.6 All new Work on existing roofs must be provided by a company specializing in performing the Work and approved by the existing roofing material manufacturer. It shall be the responsibility of the Contractor performing the cutting and patching to maintain any existing roofing warranty.

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§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend, with competent counsel, suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.1.1 Architect's Consultants: The firms listed on the PROJECT TEAM LISTING section of the Project Manual are the Consultants employed by the Architect, and are agents of the Architect, and shall make observation of their respective branches of the Work. All changes in the Work must be processed through the Architect. Consultants shall not order extra Work or make changes in the Work.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

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§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.6.1 Any direct communications between the Owner and the Contractor that affect the performance or administration of Contract shall be made or confirmed in writing, with copies to the Construction Manager and the Architect, and any such communications that represent a modification of the Contract requirements shall be documented appropriately.

§ 4.2.6.2 Any communications between the Architect and the Contractor's subcontractors shall be confirmed in writing to the Contractor and the Construction Manager.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing

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of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and take appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11.1 The Architect's review of Contractor's submittals shall be limited to an initial submittal and two (2) re-submittals. If the Architect is required to review additional submittals because the initial submittal and two (2) re-submittals failed to conform to the information given and the design concept expressed in the Contract Documents, the amount of compensation paid to the Architect by the Owner for additional services shall be deducted from the payments to the Contractor.

§ 4.2.11.2 The review will not be considered complete until an "ACTION" stamp (see Division 01 Section SUBMITTAL PROCEDURES) or other written notice to that effect has been received by the Contractor.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's acceptance of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager, with the concurrence of the Architect, will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, within seven (7) days after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the

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Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.1.1 Include the following information in tabular form:

.A Name, address, and telephone number of entities performing subcontract work or supplying products.
.B Number and title of related Specification Section(s) covered by their respective subcontract.
.C Drawing numbers and detail references, as appropriate, covered by their respective subcontract.

§ 5.2.1.2 In no case shall payments be made on the Contract until a complete list of subcontractors has been submitted by the Contractor to the Construction Manager for review by the Owner, the Construction Manager and the Architect. Such list shall not be considered complete if the Owner, Construction Manager, and/or Architect have any reasonable objection to any name listed thereon. Such list shall be submitted and re-submitted if necessary until it is considered complete.

§ 5.2.1.3 Subcontractors shall not be acceptable unless, when requested by Architect or Construction Manager, evidence is furnished by the Contractor that the proposed subcontractor has satisfactorily completed similar subcontracts as contemplated under this Prime Contract, and has the necessary experience, personnel, equipment, plant, and financial ability to complete the Subcontract in accordance with the intent of the Contract Documents.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.3.1 Submittal of substitute Subcontractor shall be within ten (10) days after notice of such reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

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.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

§ 5.4.4 The Owner's rights and the Contractor's duties under this Article shall also be applicable to all Sub-subcontractors. The Contractor shall make appropriate provisions for this in all agreements with the Contractor's Subcontractors.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

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§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data for the following to permit evaluation by the Architect
  - **A.** Costs described in Section 7.3.4, including labor and other costs of subcontractors, itemized by trades and
  - **B.** Costs of consumable supplies;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

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§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, an allowance for overhead and profit in accordance with Paragraph 7.3.4.1. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, shall include items incidental to labor such as Workmen's Compensation insurance, social security, fringe benefits and all mandatory costs paid in connection with labor. Overhead shall include insurances other than those mentioned above, premiums on bonds required by the Contract, Contractor's Supervisory employees, general office expenses and small tools;

A. For Work done by the Prime Contractor's own forces, allowance for combined overhead and profit on materials and on cost of labor shall not exceed fifteen percent (15%);

B. For Work done by subcontractors, allowance for subcontractor's combined overhead and profit on materials and on cost of labor shall not exceed ten percent (10%). To this amount, five percent (5%) may be added for the Prime Contractor's combined overhead and profit, except as otherwise specified for allowances and unit prices;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed; and

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 When either the Owner or the Contractor or both do not agree with the determination made by the Construction Manager concerning the adjustments in the Contract Sum and Contract Time, such disagreement shall be resolved in the manner prescribed by Article 15.

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§ 7.4 Minor Changes in the Work
The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME
§ 8.1 Definitions
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.1.5 The date of final completion of the Work shall be the date on which the Contractor has finally completed satisfactorily all the Work required of the Contractor under and in accordance with the Contract Documents.

§ 8.2 Progress and Completion
§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.2.1 The Contractor shall not commence Work at the Project site until two (2) certified copies of all insurance policies as indicated in Article 11, attesting that the required coverages are in force, have been accepted by the Owner.

§ 8.2.3 Time is of the essence in the commencement, prosecution, and completion of the Work. Therefore, the Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.3.1 The Contractor shall cooperate with the Owner, Architect, Construction Manager, and other Contractors on the Project, making every reasonable effort to reduce the Contract Time.

§ 8.3 Delays and Extensions of Time
§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.1.1 An extension of time, if requested by the Contractor, shall only be considered after the Contractor has made reasonable efforts to recover the lost time. The Contractor shall increase manpower, and/or work overtime, including weekends, at no additional cost to the Owner, to recover lost time and maintain the schedule.

§ 8.3.1.2 An extension or extensions of time may be granted subject to the provisions of this Article, but only after a written application therefor by the Contractor in accordance with Paragraph 15.1.5.

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§ 8.3.1.3 An extension of time shall be only for the number of days of delay which the Construction Manager and the Architect may determine to be due solely to causes set forth in the application for extension of time. 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 the actual period of delay as determined by the Construction Manager and the Architect.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 8.3.1, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension, or obstruction in the performance of the Work, (iii) loss of productivity, or (iv) other similar claims (items i through iv herein collectively referred to in this Section 8.3.3 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting intentional interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with written notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as intentional interference with the Contractor's performance of the Work

§ 8.3.4 When the Contract Time has been extended, as provided under this Section 8.3, such extension of time shall not be considered as justification for extra compensation to the Contractor for administrative costs or other similar reasons.

§ 8.3.5 The intent of Contracts is for the Work to follow a logical sequence; however, the Contractor may be required by the Construction Manager to temporarily omit or leave out any section of its Work or perform its Work out of sequence. Out of sequence Work and come back time to these areas shall be performed at no additional cost to the Owner.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Each Contractor shall submit to the Construction Manager a Schedule of Values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This Schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractors' Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's Schedule of Values.

§ 9.2.1 Each Contractor is required to submit in triplicate to the Construction Manager and Architect, within twenty one (21) calendar days from the date of award of the Contract, a Schedule of Values using the Architect's Payment Application form.

§ 9.2.2 The Schedule of Values shall include all items listed in all Divisions and Sections of the Specifications.

§ 9.2.2.1 Each Contractor shall submit a separate Schedule of Values for each building or facility to which the Contract applies, showing the facility name and NYSED project number. A summary sheet for Contract Value shall be attached to these schedules.

§ 9.2.3 The Contractor shall maintain and keep current all changes to the Schedule of Values caused by Change Orders, Construction Change Directives or other authorized changes. Such revised Schedule of Values shall be

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presented with each monthly Application for Payment.

§ 9.2.4 The following items shall also be listed separately as line items (with their respective values):

.1 Performance and Payment Bonds and Project Insurance;
.2 Operations and Maintenance Manual (including construction record Drawings);
.3 Each Allowance associated with Contract;
.4 Each Alternate accepted;
.5 Each Change Order as it is issued;
.6 Each Change Directive as it is issued; listed below the associated allowance.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Applications for payment shall be made monthly on the Architect's Standard Form of Payment Application.

§ 9.3.1.4 Until Substantial Completion in accordance with Section 9.8, Owner shall pay ninety-five percent (95%) of the amount of each progress payment due the Contractor.

§ 9.3.1.5 At Substantial Completion in accordance with Paragraph 9.8.3, and when satisfied with the progress of the Work, the Owner, with consent of the surety, may adjust the amount retained from previous progress payments so that the retainage will not be less than two (2) times amount required to complete items identified in list prepared in accordance with Paragraph 9.8.2 plus the amount required to satisfy any outstanding claims, liens, or judgments.

§ 9.3.1.6 The full retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Construction Manager and the Architect, if the Surety withholds its consent or for other good and sufficient reasons.

§ 9.3.1.7 If the bonds identified in Section 11.4 become invalid, the Owner shall pay ninety percent (90%) of the amount of each progress payment due the Contractor until Substantial Completion.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.2.1 Applications shall be based on the completed Work as described above less retainage, and less the aggregate of previous payments. Change Orders when approved shall be listed at the bottom of the last sheet of the payment application.

§ 9.3.2.2 Procedures required by the Owner shall include, but are not necessarily limited to, submission by the Contractor to the Construction Manager, with copies to the Architect, of bills of sale and bills of lading for such

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materials and equipment, provision of opportunity for the Construction Manager's visual verification that such materials and equipment are in fact in storage; and, if stored off site, submission by the Contractor of verification that such materials and equipment are stored in a bonded warehouse.

§ 9.3.2.3 All such materials and equipment, including materials and equipment stored on the site but not yet incorporated into the Work, and upon which partial payments have been made, shall become the property of the Owner. The care and protection of such materials and equipment shall remain the responsibility of the Contractor until incorporation into the Work, including proper storage and maintenance of insurance coverage against theft, damage and fire on a replacement cost basis without voluntary deductible.

§ 9.3.2.4 Material Requisition Form:

.A If the Contractor intends to request payment for materials stored on the site in accordance with the provisions of the Contract Documents, it must use the Architect's Standard Form entitled "Material Requisition".

.B Each request for payment shall be accompanied by the proper original invoices (not photocopies) and with insurance verification.

.C Materials stored either on or off the site shall be deemed to be those that shall be first incorporated into the Work. The relationship of labor and materials as indicated on the Application for Payment shall be the basis for establishing the rate of payment for the transfer of material stored to materials installed.

.D Reasonable discretion shall be used as to what materials are to be stored along with length of storage. Items to be stored and claimed for payment must be reviewed with the Construction Manager and Owner. The Owner may limit such payments to materials in short and/or critical supply and materials specifically fabricated for the project as defined in the Contract.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines

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is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.4.7 After the first Certificate for Payment has been issued by the Construction Manager and the Architect and has been paid by Owner, the Contractor shall sign the affidavit on the Application for Payment on all subsequent Applications for Payment.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor or other Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated

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delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.5.5 If the Contractor disputes any determination by the Construction Manager or the Architect with regard to any Certificate of Payment, or in the event of a bona fide dispute between the Contractor and the Owner, the Contractor nevertheless shall expeditiously continue to prosecute the Work.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.1.1 The Owner, in accordance with terms of Contract, shall pay the amount certified, less an amount necessary to satisfy any outstanding claims, liens or judgments and less the retained amount specified under Subparagraph 9.3.1.4. Similarly, the Owner shall pay, upon requisition and verification, for materials delivered to the site or off-site and suitably stored and secured as required by the Owner. The Owner may limit such payments to materials in short and/or critical supply and materials specifically fabricated for the Project as defined in the Contract.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.2.1 Within seven (7) calendar days of the receipt of a payment from the Owner, the Contractor shall pay each of its subcontractors, material men and equipment suppliers for Work performed and/or materials furnished by them as reflected in the Application for Payment form submitted to the Owner, less an amount necessary to satisfy any outstanding claims, liens or judgments and less the applicable retained percentage amount withheld from the Contractor. The Contractor shall not retain portions of proceeds owed the subcontractor, material and/or equipment suppliers from the Owner's payment to the Contractor for the "contract balance". Similar provisions apply to the subcontractor and/or material men paying each of their subcontractors, material men and equipment suppliers.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the

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Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within twenty (20) days after receipt by the Construction Manager of the Contractor's written Application for Payment, or if the Owner does not pay the Contractor within forty five (45) days from the date of its maturity and receipt by the Owner any amount certified by the Architect , then the Contractor may, upon fifteen (15) days written notice to the Owner, the Construction Manager and the Architect, stop the Work until payment of the amount owing has been received.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.1.1 Substantial Completion shall not be deemed to be achieved until after the Contractor has submitted the Operations and Maintenance Manuals, as-built drawings, and warranties for its Contract and these items have been deemed by the Construction Manager and the Architect as complete.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if

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any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Upon Substantial Completion of the Work, the Contractor shall submit an Application for Payment of the "contract balance". The Owner shall pay the remaining amount less two (2) times the value of any items to be completed, and an amount necessary to satisfy any outstanding claims, liens or judgments against the Contractor. Until all remaining items of Work are satisfactorily completed or corrected, the Owner may hold all retainage, including monies for all "uncompleted" items, until all items are completed and close out submittals are complete.

§ 9.8.6.1 No partial payments shall be made after the time fixed for the completion of the Work or the time to which completion may be extended under the terms of the Contract, until the full and final completion and acceptance of all Work herein agreed upon.

§ 9.8.6.2 Where the Project includes heating and/or air conditioning, electrical, communication, data or other systems which are not put into operation at the time of occupancy, a sum shall be withheld until these systems have operated to the general satisfaction of the Architect. Contractors shall provide complete start up and commissioning of the systems with a detailed checklist as recommended by the equipment and/or system manufacturer. The retained amount shall approximate five percent (5%) of the cost of the systems as determined by the cost breakdown submitted. The guaranty/warranty period for such systems shall not commence until after such Architect approval.

§ 9.8.7 Except on projects where there is no Performance Bond required, the Contractor's requests for reduction or discontinuance of retainage shall be accompanied by a properly executed copy of the "Consent of Surety to Reduction in or Partial Release of Retainage" on an AIA form (G707A). The Contractor shall cooperate with the Architect, Construction Manager Owner, and Surety in establishing the correctness of these requests. Such requests shall be made in ample time as all necessary approvals must be secured before requests can be honored.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract

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Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 If the Work is not accepted by the Owner after final inspection and additional time is required to complete items identified during the final inspection, the date starting the one-year correction period described in Article 12 shall be set at the discretion of the Architect.

§ 9.10.1.2 If the Architect or the Construction Manager are required to provide additional services, extend the duration of services to the Owner, and/or perform additional final inspections because the Work fails to comply with the requirements of the Contract, or the Contractor did not complete the Work in accordance with the construction schedule, the amount of compensation paid to the Architect and the Construction Manager by the Owner for additional services shall be deducted from the final payment to the Contractor.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.2.1 In addition to the submittals required in Paragraph 9.10.2, the Contractor shall submit releases or waivers of liens from each subcontractor, material supplier, and others with lien rights against the property of the Owner, and shall submit a list of such parties.

§ 9.10.2.2 Submittals required in 9.10.2 shall be made in accordance with procedures described in Division 01 Section MISCELLANEOUS GENERAL REQUIREMENTS.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.1.1 Prior to the commencement of its Work on-site, and on a weekly basis thereafter, each Contractor and Subcontractor shall deliver to the Construction Manager, and the Construction Manager shall collect from each Contractor and Subcontractor, the weekly RESCUE Construction Safety Checklist completed by such Contractor or Subcontractor. The Construction Manager shall review each Checklist and deliver all the completed Checklists to the Owner's Health and Safety Committee.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- **.4** construction or operations by the Owner, Separate Contractors, or other Contractors;
- **.5** the existing building and premises in the vicinity of, or affected by, Contractor's operations.
  - A Safe access to and egress from any building under construction as part of this Contract, or any existing building in which Work is being done under this Contract, shall be maintained and remain unencumbered by each Contractor in accordance with all applicable codes, rules, and regulations of authorities having jurisdiction on the Work. Contractors and subcontractors shall cooperate in maintaining this condition;
  - .B Roadways, paths, walks, exits, service drives and other areas, shall remain unobstructed and shall be maintained in a safe and satisfactory condition, for all persons using the building and premises;
  - .C Materials shall not be stored promiscuously about the site or in the building, but shall be carefully stored in areas which will not interfere with pedestrian traffic or with access to and egress from adjacent properties and use of the building;
  - .D Each Contractor shall provide and maintain such temporary Work as may be required for the protection of its finished Work where liable to injury;
  - .E Each Contractor shall be responsible for all of its Work, materials, and equipment that may be damaged or stolen during the duration of the Contract, and until the Work is accepted by the Owner, and shall make good any such damage or loss without expense to the Owner;
  - .F Each Contractor shall not permit unnecessary hazards to be created nor permit them to continue if they are discovered; and
  - .G Contractors' storage and staging areas shall be only in locations assigned or approved by the Owner and the Construction Manager and may be required to be relocated by Contractor as building occupancy or use changes during the course of the Work. This relocation shall be done by Contractors at no additional cost to the Owner.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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§ 10.2.3.1 Temporary barricades, tunnels, partitions, fencing and such other structures shall be constructed and maintained by the Contractor as may be necessary to maintain building exits and control access to the Contractors' Work and operations.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.4.1 Storage of Hazardous Materials: Use and storage of propane gas, refrigerants, solvents, paints, and other hazardous or dangerous materials shall be subject to latest codes and regulations applicable in **Madison** County, **New York**, and the local jurisdiction within which the Project is located; of OSHA; and any other Federal, State or local regulatory body requiring more stringent conditions.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition. No Contractor shall load any part of the Work with materials, equipment, shores, bracing, or other items which in any way could cause damage to the Work or to other Work or could endanger persons in or about the Work.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.8.1 Restoration: If during the construction, public or private property is damaged or destroyed as a consequence of its Work, the Prime Contractor responsible shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or replacing it, or otherwise making good such damage or destruction in a manner acceptable to the Architect.

§ 10.2.8.2 Glass breakage: Each Contractor shall be responsible for all breakage of glass, which has been furnished and installed as part of the Contract, and existing glass that is broken due to operations of the Contract or Contracts for Work. No matter by whom or what cause glass was broken, the Contractor shall replace all broken glass before completion and acceptance of the Work. The Contractor may claim damages, if applicable.

§ 10.2.9 O.S.H.A.: In addition to all requirements set forth herein all Contractors and subcontractors which perform any Work under this Contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970, as amended, and with any rules and regulations pursuant to the Act. This requirement shall apply continuously and not be limited to normal working hours. The duty of the Architect and the Engineer to conduct construction review of the Contractor's or its subcontractor's performance is not intended to include review of the adequacy of the Contractor's or its subcontractor's safety measures in, on, or near the construction site or buildings.

§ 10.2.10 Welding:

.1 All welding shall be done in accordance with the American Welding Society Code for Arc Welding, certified for the current year.

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.2 When cutting or welding is to be done, the Owner and the Construction Manager MUST be notified prior to the start. In addition, the Contractor for the Work shall provide a fire guard with proper fire extinguisher for the duration of the cutting and welding Work and shall maintain the fire guard a minimum of sixty (60) minutes afterwards.

.3 A welding curtain shall be installed around the area where the welding or cutting is to be done. No welding machines shall be tied into electric panels without express written permission from the Owner. Portable gasoline driven generators may not be used without the express written permission of Owner.

.4 The Contractor must obtain the Owner's permission for each location in an existing building where welding is required. Owner's stipulated requirements as a condition for its permission shall be adhered to.

§ 10.2.11 OPEN BURNING

Open burning on the site is prohibited. All possible precautions shall be taken to prevent fires.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency

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for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located and to which the Owner has no reasonable objection. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.1.1 Each Prime Contractor shall submit to the Construction Manager for transmittal to Owner, and copy to the Architect, the Certificates of Insurance for approval using the ACORD Form, latest date, as proof of insurance in the amounts required as outlined in Division 00 Section 4000 INSURANCE REQUIREMENTS. Each Contractor shall also submit the most recent A.M. Best Company Rating and Analysis for the Contractor's proposed insurers, and evidence that the Contractor's proposed insurers are admitted and licensed to do business in the State of New York. In addition, each Contractor shall, upon demand of the Owner, submit true copies of all policies specified. Certificates and/or policies which are found to be incomplete or not according to form shall be returned as unsatisfactory and proper documents shall then be provided or the Contractor shall be deemed to be in default. Furnish to Owner, immediately, copies of any endorsements that are subsequently issued amending coverage or limits. All copies of certificates and correspondence relating thereto shall be directed to the Owner.

§ 11.1.1.2 The Owner, the Construction Manager, and the Architect shall be named as additional insureds on each Contractor's policy of General Liability Insurance, with the Owner, Construction Manager, and Architect issued a full copy of said Insurance Policy from the Prime Contractor(s).

§ 11.1.1.3 Where the Contract or Subcontract involves the abatement of asbestos, the insurance required by Section 11.1 shall specifically include the words "asbestos abatement work" and specify any limitations on the completed operations time period. If there is a limitation, it shall be at the Owner's discretion to accept or reject that limitation.

- **A.** The Contractor shall provide asbestos abatement Liability Insurance with an express provision that the Owner shall be provided a defense and shall be indemnified should an asbestos-related accident or release occur in connection with the Contractor's Work under this Contract creating liability associated with asbestos wastes or any other environmental condition herein. The Contractor expressly agrees to name the Owner as an additional insured on its Asbestos Abatement Liability Insurance policy for a period of not less than three (3) years following acceptance by the Owner of the Certificate of Completion provided said insurance is available.
- **B.** If asbestos liability insurance is not available from a company licensed to sell insurance in the State of New York, immediately notify Owner, in order that other appropriate insurance can be written.
- **C.** Contractors or Subcontractors performing asbestos removal shall provide insurance that contains an endorsement providing coverage for asbestos removal/ treatment/abatement activities that are the subject of this Work.

§ 11.1.1.4 The Insurance Certificate / ACORD Form shall be endorsed to effect that General Liability Aggregate applies to this project only and to each location of this project.

§ 11.1.2 The Contractor shall furnish a bond covering faithful performance of the Contract and the payment of all obligations arising thereunder in the amount of one hundred percent (100%) of the Contract Sum, on the form provided in the Specifications, with such sureties lawfully authorized to issue surety bonds in the State of New York and as may be agreeable to the parties. The premiums shall be paid by the Contractor. The Contractor shall deliver the required bonds dated as of the date of the Contract or applicable letter of intent, whichever is earlier, to the Owner no later than the date of execution of the Contract, or if the Work is commenced prior thereof in response to a Notice to Proceed, the Contractor shall, prior to commencement of the Work, submit evidence

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satisfactory to the Owner that such bonds shall be issued. The bonds shall be written on AIA Documents A312-2010, Payment Bond and Performance Bond forms.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased

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and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and

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Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

.A The guaranty/warranty required by Article 12 shall be written in a form acceptable to the Owner, properly sworn to and signed by a responsible officer of Contractor's firm.

.B Contractor shall pay all costs in connection with corrections required by Article 12.

.C The obligations under Article 12 shall cover any repairs and replacement to any part of the Work or other property caused by defective Work.

.D Upon completion of any Work under or pursuant to Article 12, the one (1) year correction period in connection with such portion of the Work requiring correction shall be renewed and recommenced.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 13.1.1 Codes, Laws & Standards

§ 13.1.1.1 Except as otherwise specified, the Contractor shall comply with the current editions of applicable specifications of the following agencies herein referenced. In the case of conflicting requirements, the most stringent shall apply.

A. Building Code of New York State.

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B. Energy Conservation Construction Code of New York State.
C. National Electrical Code (NFPA 70)
D. New York Board of Fire Underwriters (NYBFU)
E. New York State Department of Health (NYSDOH).
F. New York State High Pressure Boiler Code.
G. Occupational Safety and Health Administration (OSHA)
H. U.S. Department of Commerce, Commercial Standards (CS).
I. New York State Department of Public Work (NYSDPW).
J. American National Standards Institute (ANSI).
K. American Insurance Association.
L. National Fire Protection Association (NFPA).
M. Americans with Disabilities Act (ADA).
N. SMACNA - Technical Manuals and Standards.
O. IAQ (Indoor Air Quality) Guidelines for Occupied Buildings Under Construction – 1995
P. New York State Education Department (NYSED).

§ 13.1.1.2 The Contractor shall comply with all requirements of the Occupational Safety and Health Administrations (OSHA) of the U.S. Department of Labor, and all regulations of the New York State Labor Law pertaining to hazardous conditions that may develop in connection with the Work of this Contract.

§ 13.1.1.3 All Work and materials of the Contract shall comply with all Federal, State, County and local Building, Health, Plumbing, HVAC and Electrical Codes, laws, ordinances and regulations that apply to the Work.

§ 13.1.1.4 All Work of this project shall be subjected to the provisions of all applicable requirements of local utility company regulations.

§ 13.1.1.5 Any covered product or material used shall comply with combustion/toxicity tests as found in the New York State Building Code and shall be listed by the Department of State Building Materials and Finishes Data File.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The

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Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6 LABELED MATERIAL AND EQUIPMENT

The term "Labeled" shall apply to materials or equipment to which has been attached a Label of a nationally recognized testing laboratory that maintains periodic inspection of materials or equipment and by whose labeling, compliance with nationally recognized standards or the conduct of tests to determine suitable usage in a specified manner, is assured. Unless otherwise specified, the Underwriters Laboratories, Inc. is the recognized agency for required labeling.

§ 13.7 SEPARATION OF METALS

Each Prime Contractor shall separate all dissimilar metals with vinyl gaskets or a heavy coat of bituminous paint (except where bitumen may react with caulking or other materials) to prevent corrosive or electrolytic action. Where there is a conflict as to which Contractor or subcontractor provides the separation materials, Contractor or subcontractor whose Work is installed after the Work is installed that requires separation from his Work, shall provide the separation materials.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

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.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, and upon the failure of the Owner to cure the alleged grounds for termination within seven (7) days' additional period, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No

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adjustment shall be made to the extent:

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

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§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include probable effect of the delay on progress of the Work. No additional costs for delays to the Work shall be considered. Remedy for delays shall be limited to extensions of the Contract Time. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6.3 An application for extension of time must set forth in detail the nature of each alleged cause of delay, dates upon which such cause of delay began and ended, number of days attributable to each of such causes, and probable effect on previously approved progress schedule.

§ 15.1.6.4 Failure to strictly comply with these requirements may, at the discretion of the Owner, be deemed sufficient cause to deny any extension of time.

§ 15.1.6.5 In planning the construction schedule within the agreed Contract Time, it shall be assumed that the Contractor has anticipated an amount of adverse weather conditions normal to site of Work for the season or seasons of the year(s) involved. Only those weather delays attributable to other than normal weather conditions shall be considered by the Architect and the Construction Manager.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered in accordance with its Construction Industry Mediation Procedures of the American Arbitration Association in effect on the date of the Agreement. However, the American Arbitration Association will in no way be involved in the mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract,. The parties shall select a mutually acceptable mediator. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If a mediation is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the mediation (s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in

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mediation and signed by both parties shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

All references to "arbitration" throughout the Contract Documents are hereby deleted. Arbitration shall not constitute a part of this Agreement. The Contractor and Owner shall not be obligated to resolve any claim or dispute related to Contract by arbitration. Any reference in the Contract Documents to arbitration is deemed void. All references to "arbitration" in any other provision of this General Conditions shall be changed to "litigation".

§ 15.4.1 Claims that have not been satisfactorily resolved by other means shall be subject to litigation in accordance with law. The Contractor shall comply with any applicable statutory requirements regarding Notice of Claims and with any applicable Statute of Limitations provisions. In the event the Contractor serves a Notice of Claim to the Owner, the Owner may, as a condition precedent to litigation, require the Contractor to submit to an examination under oath by an attorney or other representative of the Owner, and to provide documentary evidence reasonably requested in connection with the examination

ARTICLE 16 PROVISIONS REQUIRED BY LAW

§ 16.1 Provisions Deemed Inserted

§ 16.1.1 Each and every provision required by law to be inserted in Contract shall be deemed to be inserted herein and 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 application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

§ 16.2 Hours and Wages

§ 16.2.1 No laborer, Workman or mechanic employed by Contractor, subcontractor or other person doing or contracting to do the whole or any part of Work contemplated by Contract shall be permitted or required to Work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week except in case of extraordinary emergency set forth in the Labor Law.

§ 16.2.2 The wages (including supplements) paid for a legal day's Work shall not be less than the prevailing rate of wages (including supplements) as defined by law.

§ 16.3 Minimum Rate of Wage and Supplement

§ 16.3.1 The minimum hourly wage rates (including supplements) to be paid shall not be less than that designated by the New York State Department of Labor and any re-determination of prevailing rate of wages after Contract is approved shall be deemed to be incorporated herein by reference as of effective date of re-determination and shall form part of these Contract Documents.

§ 16.3.2 The minimum hourly supplement to be paid shall be in accordance with prevailing practices in locality where Work is located and shall be not less than that designated by the New York State Department of Labor. Supplements as defined in Section 220 of the Labor Law, as amended, means all remuneration for employees paid in any medium other than cash or reimbursements for expenses or any payments which are not wages within the meaning of the law, including, but not limited to, health, welfare, non-occupational disability, retirement, vacation benefits, holiday pay, and life insurance.

§ 16.3.3 The Contract shall be forfeited by Contractor and he shall not be entitled to receive any sum of money for any Work performed hereunder on his second determination for willfully paying less than stipulated wage scale (including supplements) as provided in Labor Law, Section 220, as amended or stipulated minimum hourly wage scale (including supplements) as provided in Labor Law, Section 220-d, as amended.

§ 16.3.4 The Prevailing Wage Rate Schedule shall be obtained by bidders online. A copy will be inserted in the Agreement.

§ 16.4 Apprentices

§ 16.4.1 Apprentices must be registered, individually, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be

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greater than the ratio permitted to contractor as to his Work force on any job under the registered program. Any employee who is not registered as above, shall be paid prevailing wage rate for classification of Work he actually performed. The contractor or subcontractor shall be required to furnish written evidence of registration of his program and apprentices as well as of appropriate ratios and wage rates for area of construction, prior to using any apprentices on contract Work. (See Section 220.3-e).

§ 16.5 Non-Discrimination in Employment

Contractor agrees, in accordance with applicable provisions of the Labor Law of the State of New York, to the following:

§ 16.5.1 That in the hiring of employees for performance of Work under this contract or any subcontract hereunder no Contractor, subcontractor nor any person acting on behalf of such Contractor or subcontractor, shall by reason of religion, sex, age, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform Work to which the employment relates.

§ 16.5.2 That no Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for performance of Work under this Contract on account of religion, sex, age, race, color or national origin.

§ 16.5.3 That there may be deducted from the amount payable to Contractor by Owner under this Contract, a penalty of fifty dollars ($50.00) for each calendar day during which such person was discriminated against or intimidated in violation of provisions of Contract.

§ 16.5.4 That this Contract may be canceled or terminated by Owner and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violations of terms of conditions of this Section of Contract.

§ 16.5.5 The aforesaid provisions of this section covering every contract for or on behalf of Owner for manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

§ 16.6 Dust Hazards

§ 16.6.1 If in the construction of Work covered by Contract, a harmful dust hazard be created for which appliances or method for elimination of harmful dust hazards have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by Contractor at his sole cost and expense.

§ 16.6.2 The Contract shall be void and of no effect unless each Contractor complies with the provisions of this subdivision of Contract.

§ 16.7 Worker's Compensation Insurance

§ 16.7.1 This Contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of contract, such employees, in compliance with provisions of Workmen's compensation law.

§ 16.8 Assignment of Public Contracts

§ 16.8.1 As provided in Section 109 of General Municipal Law, Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of same or of his right title or interest therein, or his power to execute such contract or any other person or corporation without previous consent in writing of officer, board or agency awarding contract. If any contractor, to whom any contract is let, granted and awarded, as required by law, by any officer, board or agency in political subdivision or of any district therein, shall without previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract or his right, title or interest therein or his power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted, or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignees, transferees or sub lessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such contractor for the benefit of

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his creditors made pursuant to the laws of this state.

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Changes to original AIA text

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16 PROVISIONS REQUIRED BY LAW

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§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the ~~Agreement~~Bid Form executed by Bidder (including Unit Price, Alternates, and Allowances) with Non-Collusive Bidding Certification (executed by Bidder) and Certified Corporate Resolution, Agreement between Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued or negotiated after receipt of bids or execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. ~~Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.~~

§ 1.1.2.1 Where the term "Agreement," "Contract" or "Prime Contract" is used in the General Conditions and other Contract Documents, it shall mean the Agreement between the Owner and each Prime Contractor identified in the Specifications.

§ 1.1.3.1 To the extent that the Work includes the demolition and removal of existing structures and improvements, the term "construction" as used in the Contract Documents shall be interpreted and construed to include such demolition and removal services.

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§ 1.2.3.1 The word "Provide" shall mean furnish and install, and shall include, without limitation, all labor, supervision, materials, equipment, transportation, services and other items required to complete the Work. The word "complete" shall refer to a Working system ready to serve the designated intent.

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§ 1.2.3.2 The terms "knowledge", "recognize" and "discover", their respective derivatives and similar terms in the contract documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill and diligence required by the Contract Documents. The expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a Contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

§ 1.2.3.3 The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts or omissions, which causes the Owner, the Construction Manager or the Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.

§ 1.2.4 Where items are specified by the use of a reference standard not bound in the Specifications, the date of the reference standard shall be latest edition at the time of signing the Contract, except as specifically indicated otherwise.

§ 1.2.5 In the event of inconsistencies within or between part of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better quality or greater quantity of Work or (2) comply with the more stringent requirements; either or both, in accordance with the Architect's interpretation. The terms and conditions of this Paragraph 1.2.5, however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7.

§ 1.2.5.1 On the Drawings, given dimensions shall take precedence over scaled measurements and large scale Drawings over small scale Drawings.

§ 1.2.5.2 Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference which may be found shall be submitted to the Architect for resolution before proceeding with the Work.

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§ 1.2.5.3 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed Drawings of such departure for review by the Construction Manager and the Architect before making the change.

§ 1.2.6 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement.
2. Addenda, with those of later date having precedence over those of earlier date.
3. The General Conditions of the Contract for Construction.
4. Drawings and Specifications.

§ 1.2.6.1 In the case of an inconsistency between Drawings and Specifications, or within either form of Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided, in accordance with the Architect's interpretation.

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§ 2.1.1.1 The Owner has retained a Construction Manager, which shall assist the Owner throughout the course of construction of the Work, including, but not limited to, monitoring the Contractor's progress, attending and

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reporting to the Owner on all job site meetings, observing testing and inspections, and reviewing the Contractor's requisitions for payment.

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§ 2.3.6 ~~The~~**5.1** The Owner shall make available for inspection, upon request, any field survey and testing information of existing conditions which are known to be available and which are held by the Owner in its offices.

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

§ 2.3.7 ~~Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2~~Drawings and Specifications Furnished:

1. Copies For Bidding Purposes: See ADVERTISEMENT FOR BIDS.

2. Copies for Construction:

   A. If requested in writing within 30 days of the Notice of Award, each Contractor shall be furnished, without charge, up to One (1) set of Drawings and Project Manuals, for their own use and the use of their Subcontractors.

   B. Any additional sets or partial sets desired shall be obtained by Contractors at the cost of printing, postage, and handling.

§ 2.4.1 The right of the Owner to stop the Work pursuant to Section 2.4 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

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

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§ 3.1.1.1 Where the words "Contractor", "Prime Contractor" or any reference to "each Contractor" occur in the General Conditions, Supplementary General Conditions, and other Contract Documents, they shall mean the person, firms or organization having a Contract for the Work as set forth in the Agreement.

§ 3.2.1.1 The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. No adjustments shall be made in either the Contract Sum or Contract Time for

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any failure by the Contractor or any Subcontractor to comply with the requirements of this Subparagraph.

§ 3.2.1.2 Claims for additional compensation or extension of time due to the Contractor's failure to familiarize itself with conditions at the site shall not be allowed.

§ 3.2.2.1 Except as to any reported errors, inconsistencies or omissions, and to concealed or unknown conditions referred to above, by executing the Agreement, the Contractor represents the following:

.A The Contract Documents are sufficiently complete and detailed for the Contractor to (1) perform the Work required to produce results intended by the Contract Documents and (2) comply with all the requirements of the Contract Documents.

.B The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedure and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work; and (4) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of the Work.

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§ 3.2.2.2 The Contractor shall promptly notify the Architect and the Construction Manager of any inconsistencies and errors to provide ample time for observation, investigation, detail drawings, etc. The Contractor shall anticipate required decisions by the Architect where reviews are to be made.

§ 3.2.2.3 All Contractors submitting proposals shall be presumed to have examined the site to consider fully all conditions which may have a bearing on the Work and to have accounted for these conditions in their proposals.

§ 3.2.2.4 When required, off-site storage is the responsibility of the Contractor.

§ 3.3.1.1 Coordination: The Prime Contractor shall be fully responsible for the coordination of the relationship of the Work of his Subcontractors, and shall cross check all of its Instructions, Specifications, Drawings, Shop Drawings, and Installations with existing conditions.

§ 3.3.1.2 Laying out the work:

.A Each Contractor shall carefully lay out its Work in accordance with the Contract Documents and shall coordinate its Work with existing and new Work, and shall verify all lines and levels indicated in the Contract Documents that affect its Work.

.B Adjustments required to suit field conditions shall be made only after Architect's review. Each Contractor shall be responsible for the accuracy of layout and shall correct at its own expense any Work that its forces have laid out incorrectly.

.C Each Contractor shall furnish and erect all necessary batter boards, establish all lines and levels and connection therewith, and run all subsequent lines and levels as the Work progresses in order to assure careful and accurate Work true to the proper lines in accordance with the Contract Documents. Any batter boards, monuments or marks of reference, which may for any reason become disturbed or destroyed, whether such displacement or destruction is caused by carelessness, accident or by the elements, shall at all times, be promptly and accurately re-established by such Contractor.

.D The General Construction Contractor (unless noted otherwise in Division 01 Section MULTIPLE CONTRACT SUMMARY) shall establish finished floor elevations and finished grade lines for the building for all trades when requested to do so; and shall establish center lines of all interior partitions on floor forms before concrete is placed in order that Mechanical / Electrical / Plumbing Contractors will be able to place sleeves, etc., in proper locations.

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.E Each Contractor shall be required to establish center lines, elevations and location of its Work when such are required for the benefit of other Contractors needing the information to coordinate location of their own Work.

§ 3.3.1.3 The Contractor shall:

.A Review all specified construction or installation procedures, including those recommended by manufacturers,

.B Advise Construction Manager and Architect:

1. if specified procedure deviates from good construction practice,

2. if following the procedure affects any warranties, including the Contractor's general warranty,

3. of any objections the Contractor may have to the procedure, and

4. of proposals for any alternative procedure which the Contractor will warrant.

§ 3.3.4 Shut downs: Such Work as connections to existing sewers, plumbing, heating and electric systems, shall be done at a time agreeable to the Owner, the Construction Manager, and the Architect, and shall be determined and agreed to well in advance of actually doing such Work so as to interfere as little as possible with the operation and use of existing utilities and services. Shut downs must be coordinated through the designated representative of the Owner. The continued uninterrupted operation of all utilities and services of the building is essential. If any existing utilities or services must be interrupted, the Contractor for the Work shall provide all necessary temporary utilities, services and connections necessary for maintaining these existing utilities and services at no increase in Contract price except as otherwise specified. No mechanical, heating, plumbing, sprinkler or electric services shall be interrupted at any time, except as approved in advance by the Owner, with a minimum of 72 hours' notice from the Contractor. All communication systems must be maintained without interruption. As much related Work as possible shall be performed prior to shut downs, so as to minimize the period of shut down. All material and manpower to do the Work involved shall be at the job prior to interruption of services.

§ 3.3.5 If any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed. No inspection performed or failed to be performed by Owner hereunder shall be a waiver of any of the Contractor's obligations hereunder or be construed as an approval or acceptance of the Work or any part thereof.

§ 3.3.6 The Contractor acknowledges that it is the Contractor's responsibility to hire all personnel for the proper and diligent prosecution of the Work, and the Contractor shall use its best efforts to maintain labor peace for the duration of the Project. If a labor dispute takes place, the Contractor shall not be entitled to any increase in the Contract Sum therefore.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees, Subcontractors and their agents and employees, and other persons carrying out any of the Work under a contract for the Contractor. The Contractor shall not ~~permit employment of unfit persons or persons not properly skilled in tasks assigned to them.~~employ or subcontract with any person (including, but not limited to, the Project Superintendent) or entity to which the Owner shall reasonably object.

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§ 3.4.4 Each Prime Contractor shall be responsible for the care and protection of all equipment and materials for its Work of this project, including equipment and material furnished by Owner.

§ 3.4.5 Overtime: Each Prime Contractor shall take note that there is Work required to be done under his Contract in other spaces adjacent to or distant from areas being altered. The Owner's use of facilities cannot be disturbed except by specific approval of the Owner. Such Work, as making connections, revisions, additions to existing

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mechanical and electrical lines or equipment, cutting of new openings or other Work of any sort, must be done at times as directed by the Owner when existing facilities are not in use, and at no additional cost to the Owner.

§ 3.4.6 After the Contract has been executed, the Owner, the Construction Manager, and the Architect shall consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specifications.

§ 3.4.7 By making requests for substitution(s) based on Paragraph 3.4.6 above, the Contractor:

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

.2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

.3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;

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

.5 Represents that it will reimburse the Owner for additional costs from claims by other Prime Contractors resulting from incorporation of any requested substitution.

.6 Represents that it will reimburse the Owner for additional costs billed by the Architect or its consultants for the review of the substitution request(s), any redesign of the Work of this Contractor or associated Contractors, additional site visits related to the substitution request and for the Work to prepare Change Directives or Change Orders.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor further agrees to perform the Work in such manner so as to preserve any and all such warranties.

~~The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~

~~§ 3.7 Permits, Fees, Notices, and Compliance with Laws~~

Except as otherwise specified, the Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.1 Except as otherwise specified, all Federal, State and Local taxes shall be included in the Contract price.

§ 3.6.2 Assessments and taxes on wages: The Contractor shall pay and include in his proposal all costs and liabilities for the amounts assessed, or which may be assessed, by the Federal, State and local governments under any and all Acts or Laws upon the wages and salaries paid or to be paid all employees of the Contractor and his subcontractors under this Contract.

§ 3.6.3 The Owner represents that it is an organization operated for purposes which make it exempt from New York Sales and Compensating Use Tax under Article 28 of the New York Tax Law. Contractor is further advised that the Owner is exempt from payment of all State and Local sales and compensating use taxes of the State of New York, cities and counties on the Contractor's purchase of all materials and supplies incorporated in and becoming an integral component part of the structures, buildings or real property, pursuant to the provisions of this Contract. Such taxes are not to be included in the Contract price, bid or costs to be reimbursed, as the case may be. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a subcontractor or to supplies and materials which, even though they are consumed in the performance of Contract, are not incorporated into the completed permanent Work, and the Contractor and his subcontractors shall

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be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property upon all such unincorporated supplies and materials. Owner shall deliver to Contractor the appropriate exemption certificate required to be supplied by the Owner and Contractor and his subcontractors and material men shall be solely responsible for obtaining or delivering any and all exemptions or other certificates, and for furnishing a Contractor Exempt Purchase Certificate or other appropriate certificates to all persons, firms or corporations from whom they purchase supplies, materials and equipment for the performance of the Work covered by this Contract.

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§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Contractor shall secure and pay for all required permits, governmental fees, licenses, certificates of inspection, of occupancy, of Underwriters, and of all other required certificates for the Work, necessary for the proper execution and completion of the Work, which are customarily secured after execution of the Contract and which are legally required at the time the bids are received or negotiations concluded. However, since this is a New York State School project, the New York State Education Department is the authority having jurisdiction and will issue the building permit at no cost to the Contractor(s) when they (NYSED) approve the project. Other required inspection fees, permits, etc. are still required.

§ 3.7.1.1 The Contractor shall also procure all certificates of inspection and use, other permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work. Certificates of inspection and use shall be delivered to the Owner upon completion of the Work in sufficient time for occupancy of the Project in accordance with the approved schedule for the Work. The costs of such procurement, payment and delivery are included within the Contract Sum.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction to remedy such violations including reimbursement to the Owner for any additional services required of the Owner or the Architect.

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.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; **.2** value of allowances shall also include:

A. ~~**.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and~~All plant, equipment and labor for handling and storage at the site;

B. Any costs for protection;

C. All costs for associated demolition Work;

D. Costs for removal and off-site disposal of demolished materials;

E. Costs for labor, materials and equipment for installation and finishing, except where labor is specified not to be a part of the allowance;

F. Other expenses required to complete the installation;

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section

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3.8.2.2; and

.4 Contractor's overhead and profit, including costs for bonds and insurance, for these allowances shall be included in the costs or values of the General Requirements of the Contract Sum and not in the allowance.

§ 3.9.4 The Superintendent shall be on a full time basis in a managerial capacity to continuously expedite, direct, supervise and coordinate the Work, and shall not normally engage in performing physical labor.

§ 3.9.5 The representative of the Contractor shall have the authority to make decisions pertaining to the Contractor's Work.

§ 3.9.6 The Contractor shall not change the Project Superintendent without the prior written approval of the Owner, Construction Manager and Architect.

§ 3.9.7 Contractors that are awarded more than one trade Contract shall provide a Superintendent for each Contract.

§ 3.9.8 The cost of the full time Contractor Superintendent shall be included in the base bid for the duration of the Project, from the notice to proceed until actual final completion and final payment.

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§ 3.10.3.1 The Work of entire project shall be performed continuously without interruption, so that all Work can be completed in the time set forth in the Contract Documents.

§ 3.10.3.2 The sequence of operation shall be scheduled with the Owner to not interfere with the Owner's use of existing structures. The Owner's approval shall be obtained prior to starting of such operations.

§ 3.10.3.3 All Work shall be completed on or before the date set forth in the Agreement, except as otherwise specified.

§ 3.10.3.4 Job Meetings: During the course of construction, job meetings shall be held with representatives of the Owner, Architect and Engineers, the Construction Manager, and the Contractor, to discuss the progress of the Work, any problems of construction, timing or procedure, so as to expedite all phases of the Work to completion. Prime Contractors and their Subcontractors are to be represented at such meetings.

§ 3.11.1 The Contractor shall make all approved permit drawings accessible to governmental inspectors and other authorized agencies.

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect with copy to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.5.1 No extension of time shall be granted to the Contractor for failure to have Shop Drawings, Product Data, and Samples submitted in ample time to allow for review by Architect and/or Consulting Engineers.

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§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed ~~and approved~~ by the Architect.

§ 3.12.8 The Work shall be in accordance with ~~approved~~reviewed submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's ~~approval~~review of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has ~~given written approval to~~taken appropriate action and has submitted written notification thereof for the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's ~~approval~~review thereof.

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and ~~approve or~~ take ~~other~~ appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.13.2.1 Use of buildings:

.1 Each Prime Contractor shall cooperate with the Owner in making available for the Owner's use, portions of the completed or partially completed buildings as provided in Section 9.9. Such use shall not constitute acceptance thereof. Such occupancy shall in no way abrogate any specified warranties or guaranties for materials, Workmanship or operation of equipment pertaining to the occupied portions.

.2 Contractor shall cooperate with the Owner in making available for the Owner's use such building services as heating, ventilating, cooling, water, lighting and telephone for the space or spaces to be occupied, and if the equipment required to furnish such services is not entirely completed when the Owner desires to occupy the aforesaid space or spaces, the Contractor shall make every reasonable effort to complete such part of his Work as soon as possible, to the extent that the necessary equipment can be put into operation and use.

.3 Mutually acceptable arrangements shall be made as to the warranties or guaranties affecting all Work associated therewith.

.4 Such occupancy or use shall not commence prior to a time mutually agreed to by Owner and Contractor and to which the insurance company or companies providing property insurance have consented by endorsement to the policy or policies. Such occupancy shall be documented with an appropriately executed Certificate of Substantial Completion.

§ 3.13.3 Prior to starting the Work, the Contractor shall submit a written report to the Construction Manager and the Architect identifying existing damage to roads, walks, lawns, buildings, and other property to be affected by this Contract. Failure to submit such report shall render the Contractor responsible for existing damage. The Contractor may request and schedule an inspection with the Owner, the Construction Manager and the Architect prior to submittal of the report. The Contractor shall obtain the consent of the adjoining property owners regarding

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temporary easements or any other manner of physical encroachment. The Contractor shall assure free, convenient, unencumbered and direct access to properties neighboring the Project site for the owners of such properties and their respective tenants, agents, invitees and guests.

§ 3.13.4 No signs or advertising material are permitted on Project site.

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§ 3.14.3

.1 The word "new" used herein shall mean Work which has been or is to be installed under the terms of the Contract for this project. The word "existing" used herein shall mean existing conditions previous to the award of a Contract for this project.

.2 In order to eliminate cutting and patching as much as possible, each Prime Contractor shall, during the progress of the Work, provide and set proper sleeves, inserts, etc. as required for new Work and shall give proper and detailed instructions to others where Work may be affected by their Work, with adequate notice prior to the erection of new Work. Cutting and patching Work as required to install new Work or remove existing Work shall be done carefully and neatly with as little damage as possible.

.3 Each Prime Contractor should refer to the Specifications for proper cutting and patching requirements.

.4 Any costs caused by defective or ill-timed Work shall be borne by the Contractor responsible therefor. Any Contractor who is required to cut and patch its new Work to provide conditions for other Contractors to complete their new Work and who was not given adequate prior notice of conditions required for completion of such Work before doing its Work, shall charge the Contractor in default the documented cost of cutting and patching Work, plus fifteen percent (15%) for overhead and profit, unless otherwise specified.

.5 Cutting and patching of any Work shall be made in such a manner as to not breach any provisions of any guarantee or warranty on existing Work left in place or guaranty or warranty required for his new Work. Patching of Work shall match existing adjacent surfaces and patch Work shall be disguised completely to hide any trace of patching.

.6 All new Work on existing roofs must be provided by a company specializing in performing the Work and approved by the existing roofing material manufacturer. It shall be the responsibility of the Contractor performing the cutting and patching to maintain any existing roofing warranty.

The Contractor shall pay all royalties and license fees. The Contractor shall defend, with competent counsel, suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

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§ 4.1.1.1 Architect's Consultants: The firms listed on the PROJECT TEAM LISTING section of the Project Manual are the Consultants employed by the Architect, and are agents of the Architect, and shall make observation of their respective branches of the Work. All changes in the Work must be processed through the Architect. Consultants shall not order extra Work or make changes in the Work.

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§ 4.2.6.1 Any direct communications between the Owner and the Contractor that affect the performance or

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administration of Contract shall be made or confirmed in writing, with copies to the Construction Manager and the Architect, and any such communications that represent a modification of the Contract requirements shall be documented appropriately.

§ 4.2.6.2 Any communications between the Architect and the Contractor's subcontractors shall be confirmed in writing to the Contractor and the Construction Manager.

§ 4.2.11 The Architect will review and ~~approve, or~~ take ~~other~~ appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11.1 The Architect's review of Contractor's submittals shall be limited to an initial submittal and two (2) re-submittals. If the Architect is required to review additional submittals because the initial submittal and two (2) re-submittals failed to conform to the information given and the design concept expressed in the Contract Documents, the amount of compensation paid to the Architect by the Owner for additional services shall be deducted from the payments to the Contractor.

§ 4.2.11.2 The review will not be considered complete until an "ACTION" stamp (see Division 01 Section SUBMITTAL PROCEDURES) or other written notice to that effect has been received by the Contractor.

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§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's ~~approval~~acceptance of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager, with the concurrence of the Architect, will prepare Change Orders and Construction Change Directives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

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§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work ~~at the site~~. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work ~~at the site~~. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, ~~as soon as practicable~~within seven (7) days after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.1.1 Include the following information in tabular form:

.A Name, address, and telephone number of entities performing subcontract work or supplying products.

.B Number and title of related Specification Section(s) covered by their respective subcontract.

.C Drawing numbers and detail references, as appropriate, covered by their respective subcontract.

§ 5.2.1.2 In no case shall payments be made on the Contract until a complete list of subcontractors has been submitted by the Contractor to the Construction Manager for review by the Owner, the Construction Manager and the Architect. Such list shall not be considered complete if the Owner, Construction Manager, and/or Architect have any reasonable objection to any name listed thereon. Such list shall be submitted and re-submitted if necessary until it is considered complete.

§ 5.2.1.3 Subcontractors shall not be acceptable unless, when requested by Architect or Construction Manager, evidence is furnished by the Contractor that the proposed subcontractor has satisfactorily completed similar subcontracts as contemplated under this Prime Contract, and has the necessary experience, personnel, equipment, plant, and financial ability to complete the Subcontract in accordance with the intent of the Contract Documents.

§ 5.2.3.1 Submittal of substitute Subcontractor shall be within ten (10) days after notice of such reasonable objection.

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§ 5.4.4 The Owner's rights and the Contractor's duties under this Article shall also be applicable to all Sub-subcontractors. The Contractor shall make appropriate provisions for this in all agreements with the Contractor's Subcontractors.

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.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data ~~to permit evaluation~~for the following to permit evaluation by the Architect

A. Costs described in Section 7.3.4, including labor and other costs of subcontractors, itemized by trades and

B. Costs of consumable supplies;

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§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, ~~a reasonable amount~~an allowance for overhead and profit in accordance with Paragraph 7.3.4.1. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction

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Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, ~~including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect~~shall include items incidental to labor such as Workmen's Compensation insurance, social security, fringe benefits and all mandatory costs paid in connection with labor. Overhead shall include insurances other than those mentioned above, premiums on bonds required by the Contract, Contractor's Supervisory employees, general office expenses and small tools;

~~.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;~~

~~.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;~~

~~.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and~~

~~.5 Costs of supervision and field office personnel directly attributable to the change~~**A.** For Work done by the Prime Contractor's own forces, allowance for combined overhead and profit on materials and on cost of labor shall not exceed fifteen percent (15%);

B. For Work done by subcontractors, allowance for subcontractor's combined overhead and profit on materials and on cost of labor shall not exceed ten percent (10%). To this amount, five percent (5%) may be added for the Prime Contractor's combined overhead and profit, except as otherwise specified for allowances and unit prices;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed; and

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others.

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§ 7.3.11 When either the Owner or the Contractor or both do not agree with the determination made by the Construction Manager concerning the adjustments in the Contract Sum and Contract Time, such disagreement shall be resolved in the manner prescribed by Article 15.

§ 8.1.5 The date of final completion of the Work shall be the date on which the Contractor has finally completed satisfactorily all the Work required of the Contractor under and in accordance with the Contract Documents.

§ 8.2.3 ~~The~~**2.1** The Contractor shall not commence Work at the Project site until two (2) certified copies of all insurance policies as indicated in Article 11, attesting that the required coverages are in force, have been accepted by the Owner.

§ 8.2.3 Time is of the essence in the commencement, prosecution, and completion of the Work. Therefore, the Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.3.1 The Contractor shall cooperate with the Owner, Architect, Construction Manager, and other Contractors on the Project, making every reasonable effort to reduce the Contract Time.

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§ 8.3.1.1 An extension of time, if requested by the Contractor, shall only be considered after the Contractor has made reasonable efforts to recover the lost time. The Contractor shall increase manpower, and/or work overtime, including weekends, at no additional cost to the Owner, to recover lost time and maintain the schedule.

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§ 8.3.1.2 An extension or extensions of time may be granted subject to the provisions of this Article, but only after a written application therefor by the Contractor in accordance with Paragraph 15.1.5.

§ 8.3.1.3 An extension of time shall be only for the number of days of delay which the Construction Manager and the Architect may determine to be due solely to causes set forth in the application for extension of time. 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 the actual period of delay as determined by the Construction Manager and the Architect.

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents~~Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 8.3.1, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension, or obstruction in the performance of the Work, (iii) loss of productivity, or (iv) other similar claims (items i through iv herein collectively referred to in this Section 8.3.3 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting intentional interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with written notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as intentional interference with the Contractor's performance of the Work

§ 8.3.4 When the Contract Time has been extended, as provided under this Section 8.3, such extension of time shall not be considered as justification for extra compensation to the Contractor for administrative costs or other similar reasons.

§ 8.3.5 The intent of Contracts is for the Work to follow a logical sequence; however, the Contractor may be required by the Construction Manager to temporarily omit or leave out any section of its Work or perform its Work out of sequence. Out of sequence Work and come back time to these areas shall be performed at no additional cost to the Owner.

~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the~~Each Contractor shall submit ~~a schedule of values~~ to the Construction Manager~~, before the first Application for Payment,~~ a Schedule of Values allocating the entire Contract Sum to the various portions of the Work~~. The schedule of values shall be~~and prepared in ~~the~~such form~~,~~ and supported by ~~the~~such data to substantiate its accuracy~~, required by~~ as the Construction Manager and ~~the~~ Architect may require. This ~~schedule~~Schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the ~~Contractor's~~Contractors' Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's ~~schedule~~Schedule of ~~values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.~~Values.

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§ 9.2.1 Each Contractor is required to submit in triplicate to the Construction Manager and Architect, within twenty one (21) calendar days from the date of award of the Contract, a Schedule of Values using the Architect's Payment Application form.

§ 9.2.2 The Schedule of Values shall include all items listed in all Divisions and Sections of the Specifications.

§ 9.2.2.1 Each Contractor shall submit a separate Schedule of Values for each building or facility to which the Contract applies, showing the facility name and NYSED project number. A summary sheet for Contract Value shall be attached to these schedules.

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§ 9.2.3 The Contractor shall maintain and keep current all changes to the Schedule of Values caused by Change Orders, Construction Change Directives or other authorized changes. Such revised Schedule of Values shall be presented with each monthly Application for Payment.

§ 9.2.4 The following items shall also be listed separately as line items (with their respective values):

.1 Performance and Payment Bonds and Project Insurance;

.2 Operations and Maintenance Manual (including construction record Drawings);

.3 Each Allowance associated with Contract;

.4 Each Alternate accepted;

.5 Each Change Order as it is issued;

.6 Each Change Directive as it is issued; listed below the associated allowance.

§ 9.3.1.3 Applications for payment shall be made monthly on the Architect's Standard Form of Payment Application.

§ 9.3.1.4 Until Substantial Completion in accordance with Section 9.8, Owner shall pay ninety-five percent (95%) of the amount of each progress payment due the Contractor.

§ 9.3.1.5 At Substantial Completion in accordance with Paragraph 9.8.3, and when satisfied with the progress of the Work, the Owner, with consent of the surety, may adjust the amount retained from previous progress payments so that the retainage will not be less than two (2) times amount required to complete items identified in list prepared in accordance with Paragraph 9.8.2 plus the amount required to satisfy any outstanding claims, liens, or judgments.

§ 9.3.1.6 The full retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Construction Manager and the Architect, if the Surety withholds its consent or for other good and sufficient reasons.

§ 9.3.1.7 If the bonds identified in Section 11.4 become invalid, the Owner shall pay ninety percent (90%) of the amount of each progress payment due the Contractor until Substantial Completion.

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§ 9.3.2.1 Applications shall be based on the completed Work as described above less retainage, and less the aggregate of previous payments. Change Orders when approved shall be listed at the bottom of the last sheet of the payment application.

§ 9.3.2.2 Procedures required by the Owner shall include, but are not necessarily limited to, submission by the Contractor to the Construction Manager, with copies to the Architect, of bills of sale and bills of lading for such materials and equipment, provision of opportunity for the Construction Manager's visual verification that such materials and equipment are in fact in storage; and, if stored off site, submission by the Contractor of verification that such materials and equipment are stored in a bonded warehouse.

§ 9.3.2.3 All such materials and equipment, including materials and equipment stored on the site but not yet incorporated into the Work, and upon which partial payments have been made, shall become the property of the Owner. The care and protection of such materials and equipment shall remain the responsibility of the Contractor until incorporation into the Work, including proper storage and maintenance of insurance coverage against theft, damage and fire on a replacement cost basis without voluntary deductible.

§ 9.3.2.4 Material Requisition Form:

.A If the Contractor intends to request payment for materials stored on the site in accordance with the provisions of the Contract Documents, it must use the Architect's Standard Form entitled "Material Requisition".

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.B Each request for payment shall be accompanied by the proper original invoices (not photocopies) and with insurance verification.

.C Materials stored either on or off the site shall be deemed to be those that shall be first incorporated into the Work. The relationship of labor and materials as indicated on the Application for Payment shall be the basis for establishing the rate of payment for the transfer of material stored to materials installed.

.D Reasonable discretion shall be used as to what materials are to be stored along with length of storage. Items to be stored and claimed for payment must be reviewed with the Construction Manager and Owner. The Owner may limit such payments to materials in short and/or critical supply and materials specifically fabricated for the project as defined in the Contract.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, ~~to the best of the Contractor's knowledge, information, and belief,~~ be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

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§ 9.4.7 After the first Certificate for Payment has been issued by the Construction Manager and the Architect and has been paid by Owner, the Contractor shall sign the affidavit on the Application for Payment on all subsequent Applications for Payment.

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§ 9.5.5 If the Contractor disputes any determination by the Construction Manager or the Architect with regard to any Certificate of Payment, or in the event of a bona fide dispute between the Contractor and the Owner, the Contractor nevertheless shall expeditiously continue to prosecute the Work.

§ 9.6.1.1 The Owner, in accordance with terms of Contract, shall pay the amount certified, less an amount necessary to satisfy any outstanding claims, liens or judgments and less the retained amount specified under Subparagraph 9.3.1.4. Similarly, the Owner shall pay, upon requisition and verification, for materials delivered to the site or off-site and suitably stored and secured as required by the Owner. The Owner may limit such payments to materials in short and/or critical supply and materials specifically fabricated for the Project as defined in the Contract.

§ 9.6.2.1 Within seven (7) calendar days of the receipt of a payment from the Owner, the Contractor shall pay each of its subcontractors, material men and equipment suppliers for Work performed and/or materials furnished by them as reflected in the Application for Payment form submitted to the Owner, less an amount necessary to satisfy any outstanding claims, liens or judgments and less the applicable retained percentage amount withheld from the Contractor. The Contractor shall not retain portions of proceeds owed the subcontractor, material and/or equipment suppliers from the Owner's payment to the Contractor for the "contract balance". Similar provisions apply to the subcontractor and/or material men paying each of their subcontractors, material men and equipment suppliers.

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If the ~~Construction Manager and~~ Architect ~~do~~does not issue a Certificate for Payment ~~or a Project Certificate for Payment~~, through no fault of the Contractor, within ~~fourteen~~twenty (20) days after receipt by the Construction ~~Manager's receipt~~Manager of the ~~Contractor's~~Contractor's written Application for Payment, or if the Owner does not pay the Contractor within ~~seven~~forty five (45) days ~~after~~from the date ~~established in the Contract Documents, the~~of its maturity and receipt by the Owner any amount certified by the ~~Construction Manager and~~ Architect ~~or awarded by binding dispute resolution~~, then the Contractor may, upon ~~seven additional days'~~fifteen (15) days written notice to the Owner, the Construction Manager and the Architect, stop the Work until payment of the amount owing has been received. ~~The Contract Time shall be extended appropriately and the Contract Sum shall be~~

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~~increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.~~

§ 9.8.1.1 Substantial Completion shall not be deemed to be achieved until after the Contractor has submitted the Operations and Maintenance Manuals, as-built drawings, and warranties for its Contract and these items have been deemed by the Construction Manager and the Architect as complete.

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§ 9.8.6 Upon Substantial Completion of the Work, the Contractor shall submit an Application for Payment of the "contract balance". The Owner shall pay the remaining amount less two (2) times the value of any items to be completed, and an amount necessary to satisfy any outstanding claims, liens or judgments against the Contractor. Until all remaining items of Work are satisfactorily completed or corrected, the Owner may hold all retainage, including monies for all "uncompleted" items, until all items are completed and close out submittals are complete.

§ 9.8.6.1 No partial payments shall be made after the time fixed for the completion of the Work or the time to which completion may be extended under the terms of the Contract, until the full and final completion and acceptance of all Work herein agreed upon.

§ 9.8.6.2 Where the Project includes heating and/or air conditioning, electrical, communication, data or other systems which are not put into operation at the time of occupancy, a sum shall be withheld until these systems have operated to the general satisfaction of the Architect. Contractors shall provide complete start up and commissioning of the systems with a detailed checklist as recommended by the equipment and/or system manufacturer. The retained amount shall approximate five percent (5%) of the cost of the systems as determined by the cost breakdown submitted. The guaranty/warranty period for such systems shall not commence until after such Architect approval.

§ 9.8.7 Except on projects where there is no Performance Bond required, the Contractor's requests for reduction or discontinuance of retainage shall be accompanied by a properly executed copy of the "Consent of Surety to Reduction in or Partial Release of Retainage" on an AIA form (G707A). The Contractor shall cooperate with the Architect, Construction Manager Owner, and Surety in establishing the correctness of these requests. Such requests shall be made in ample time as all necessary approvals must be secured before requests can be honored.

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§ 9.10.1.1 If the Work is not accepted by the Owner after final inspection and additional time is required to complete items identified during the final inspection, the date starting the one-year correction period described in Article 12 shall be set at the discretion of the Architect.

§ 9.10.1.2 If the Architect or the Construction Manager are required to provide additional services, extend the duration of services to the Owner, and/or perform additional final inspections because the Work fails to comply with the requirements of the Contract, or the Contractor did not complete the Work in accordance with the construction schedule, the amount of compensation paid to the Architect and the Construction Manager by the Owner for additional services shall be deducted from the final payment to the Contractor.

§ 9.10.2.1 In addition to the submittals required in Paragraph 9.10.2, the Contractor shall submit releases or waivers of liens from each subcontractor, material supplier, and others with lien rights against the property of the Owner, and shall submit a list of such parties.

§ 9.10.2.2 Submittals required in 9.10.2 shall be made in accordance with procedures described in Division 01 Section MISCELLANEOUS GENERAL REQUIREMENTS.

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§ 10.1.1 Prior to the commencement of its Work on-site, and on a weekly basis thereafter, each Contractor and Subcontractor shall deliver to the Construction Manager, and the Construction Manager shall collect from each Contractor and Subcontractor, the weekly RESCUE Construction Safety Checklist completed by such Contractor or Subcontractor. The Construction Manager shall review each Checklist and deliver all the completed Checklists to

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the Owner's Health and Safety Committee.

.4 construction or operations by the Owner, Separate Contractors, or other Contractors;

.5 the existing building and premises in the vicinity of, or affected by, Contractor's operations.

A Safe access to and egress from any building under construction as part of this Contract, or any existing building in which Work is being done under this Contract, shall be maintained and remain unencumbered by each Contractor in accordance with all applicable codes, rules, and regulations of authorities having jurisdiction on the Work. Contractors and subcontractors shall cooperate in maintaining this condition;

.B Roadways, paths, walks, exits, service drives and other areas, shall remain unobstructed and shall be maintained in a safe and satisfactory condition, for all persons using the building and premises;

.C Materials shall not be stored promiscuously about the site or in the building, but shall be carefully stored in areas which will not interfere with pedestrian traffic or with access to and egress from adjacent properties and use of the building;

.D Each Contractor shall provide and maintain such temporary Work as may be required for the protection of its finished Work where liable to injury;

.E Each Contractor shall be responsible for all of its Work, materials, and equipment that may be damaged or stolen during the duration of the Contract, and until the Work is accepted by the Owner, and shall make good any such damage or loss without expense to the Owner;

.F Each Contractor shall not permit unnecessary hazards to be created nor permit them to continue if they are discovered; and

.G Contractors' storage and staging areas shall be only in locations assigned or approved by the Owner and the Construction Manager and may be required to be relocated by Contractor as building occupancy or use changes during the course of the Work. This relocation shall be done by Contractors at no additional cost to the Owner.

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§ 10.2.3.1 Temporary barricades, tunnels, partitions, fencing and such other structures shall be constructed and maintained by the Contractor as may be necessary to maintain building exits and control access to the Contractors' Work and operations.

§ 10.2.4.1 Storage of Hazardous Materials: Use and storage of propane gas, refrigerants, solvents, paints, and other hazardous or dangerous materials shall be subject to latest codes and regulations applicable in **Madison** County, **New York**, and the local jurisdiction within which the Project is located; of OSHA; and any other Federal, State or local regulatory body requiring more stringent conditions.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition. No Contractor shall load any part of the Work with materials, equipment, shores, bracing, or other items which in any way could cause damage to the Work or to other Work or could endanger persons in or about the Work.

§ 10.2.8.1 Restoration: If during the construction, public or private property is damaged or destroyed as a consequence of its Work, the Prime Contractor responsible shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or replacing it, or otherwise making good such damage or destruction in a manner acceptable to the Architect.

§ 10.2.8.2 Glass breakage: Each Contractor shall be responsible for all breakage of glass, which has been furnished and installed as part of the Contract, and existing glass that is broken due to operations of the Contract or Contracts for Work. No matter by whom or what cause glass was broken, the Contractor shall replace all broken glass before

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completion and acceptance of the Work. The Contractor may claim damages, if applicable.

§ 10.2.9 O.S.H.A.: In addition to all requirements set forth herein all Contractors and subcontractors which perform any Work under this Contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970, as amended, and with any rules and regulations pursuant to the Act. This requirement shall apply continuously and not be limited to normal working hours. The duty of the Architect and the Engineer to conduct construction review of the Contractor's or its subcontractor's performance is not intended to include review of the adequacy of the Contractor's or its subcontractor's safety measures in, on, or near the construction site or buildings.

§ 10.2.10 Welding:

.1 All welding shall be done in accordance with the American Welding Society Code for Arc Welding, certified for the current year.

.2 When cutting or welding is to be done, the Owner and the Construction Manager MUST be notified prior to the start. In addition, the Contractor for the Work shall provide a fire guard with proper fire extinguisher for the duration of the cutting and welding Work and shall maintain the fire guard a minimum of sixty (60) minutes afterwards.

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.3 A welding curtain shall be installed around the area where the welding or cutting is to be done. No welding machines shall be tied into electric panels without express written permission from the Owner. Portable gasoline driven generators may not be used without the express written permission of Owner.

.4 The Contractor must obtain the Owner's permission for each location in an existing building where welding is required. Owner's stipulated requirements as a condition for its permission shall be adhered to.

§ 10.2.11 OPEN BURNING

Open burning on the site is prohibited. All possible precautions shall be taken to prevent fires.

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§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located and to which the Owner has no reasonable objection. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 ~~The~~**1.1** Each Prime Contractor shall ~~provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located~~submit to the Construction Manager for transmittal to Owner, and copy to the Architect, the Certificates of Insurance for approval using the ACORD Form, latest date, as proof of insurance in the amounts required as outlined in Division 00 Section 4000 INSURANCE REQUIREMENTS. Each Contractor shall also submit the most recent A.M. Best Company Rating and Analysis for the Contractor's proposed insurers, and evidence that the Contractor's proposed insurers are admitted and licensed to do business in the State of New York. In addition, each Contractor shall, upon demand of the Owner, submit true copies of all policies specified. Certificates and/or policies which are found to be incomplete or not according to form shall be returned as unsatisfactory and proper documents shall then be provided or the Contractor shall be deemed to be in default. Furnish to Owner, immediately, copies of any endorsements that are subsequently issued amending coverage or limits. All copies of certificates and correspondence relating thereto shall be directed to the Owner.

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§ 11.1.1.2 The Owner, the Construction Manager, and the Architect shall be named as additional insureds on each Contractor's policy of General Liability Insurance, with the Owner, Construction Manager, and Architect issued a full copy of said Insurance Policy from the Prime Contractor(s).

§ 11.1.1.3 Where the Contract or Subcontract involves the abatement of asbestos, the insurance required by Section 11.1 shall specifically include the words "asbestos abatement work" and specify any limitations on the completed operations time period. If there is a limitation, it shall be at the Owner's discretion to accept or reject that limitation.

A. The Contractor shall provide asbestos abatement Liability Insurance with an express provision that the Owner shall be provided a defense and shall be indemnified should an asbestos-related accident or release occur in connection with the Contractor's Work under this Contract creating liability associated with asbestos wastes or any other environmental condition herein. The Contractor expressly agrees to name the Owner as an additional insured on its Asbestos Abatement Liability Insurance policy for a period of not less than three (3) years following acceptance by the Owner of the Certificate of Completion provided said insurance is available.

B. If asbestos liability insurance is not available from a company licensed to sell insurance in the State of New York, immediately notify Owner, in order that other appropriate insurance can be written.

C. Contractors or Subcontractors performing asbestos removal shall provide insurance that contains an endorsement providing coverage for asbestos removal/ treatment/abatement activities that are the subject of this Work.

§ 11.1.1.4 The Insurance Certificate / ACORD Form shall be endorsed to effect that General Liability Aggregate applies to this project only and to each location of this project.

§ 11.1.2 The Contractor shall furnish a bond covering faithful performance of the Contract and the payment of all obligations arising thereunder in the amount of one hundred percent (100%) of the Contract Sum, on the form provided in the Specifications, with such sureties lawfully authorized to issue surety bonds in the State of New York and as may be agreeable to the parties. The premiums shall be paid by the Contractor. The Contractor shall deliver the required bonds dated as of the date of the Contract or applicable letter of intent, whichever is earlier, to the Owner no later than the date of execution of the Contract, or if the Work is commenced prior thereof in response to a Notice to Proceed, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds shall be issued. The bonds shall be written on AIA Documents A312-2010, Payment Bond and Performance Bond forms.

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.A The guaranty/warranty required by Article 12 shall be written in a form acceptable to the Owner, properly sworn to and signed by a responsible officer of Contractor's firm.

.B Contractor shall pay all costs in connection with corrections required by Article 12.

.C The obligations under Article 12 shall cover any repairs and replacement to any part of the Work or other property caused by defective Work.

.D Upon completion of any Work under or pursuant to Article 12, the one (1) year correction period in connection with such portion of the Work requiring correction shall be renewed and recommenced.

The Contract shall be governed by the law of the place where the Project is located ~~excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~

§ 13.1.1 Codes, Laws & Standards

§ 13.1.1.1 Except as otherwise specified, the Contractor shall comply with the current editions of applicable specifications of the following agencies herein referenced. In the case of conflicting requirements, the most stringent

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shall apply.

A. Building Code of New York State.

B. Energy Conservation Construction Code of New York State.

C. National Electrical Code (NFPA 70)

D. New York Board of Fire Underwriters (NYBFU)

E. New York State Department of Health (NYSDOH).

F. New York State High Pressure Boiler Code.

G. Occupational Safety and Health Administration (OSHA)

H. U.S. Department of Commerce, Commercial Standards (CS).

I. New York State Department of Public Work (NYSDPW).

J. American National Standards Institute (ANSI).

K. American Insurance Association.

L. National Fire Protection Association (NFPA).

M. Americans with Disabilities Act (ADA).

N. SMACNA - Technical Manuals and Standards.

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O. IAQ (Indoor Air Quality) Guidelines for Occupied Buildings Under Construction – 1995

P. New York State Education Department (NYSED).

§ 13.1.1.2 The Contractor shall comply with all requirements of the Occupational Safety and Health Administrations (OSHA) of the U.S. Department of Labor, and all regulations of the New York State Labor Law pertaining to hazardous conditions that may develop in connection with the Work of this Contract.

§ 13.1.1.3 All Work and materials of the Contract shall comply with all Federal, State, County and local Building, Health, Plumbing, HVAC and Electrical Codes, laws, ordinances and regulations that apply to the Work.

§ 13.1.1.4 All Work of this project shall be subjected to the provisions of all applicable requirements of local utility company regulations.

§ 13.1.1.5 Any covered product or material used shall comply with combustion/toxicity tests as found in the New York State Building Code and shall be listed by the Department of State Building Materials and Finishes Data File.

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§ 13.6 LABELED MATERIAL AND EQUIPMENT

The term "Labeled" shall apply to materials or equipment to which has been attached a Label of a nationally recognized testing laboratory that maintains periodic inspection of materials or equipment and by whose labeling, compliance with nationally recognized standards or the conduct of tests to determine suitable usage in a specified manner, is assured. Unless otherwise specified, the Underwriters Laboratories, Inc. is the recognized agency for

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required labeling.

§ 13.7 SEPARATION OF METALS

Each Prime Contractor shall separate all dissimilar metals with vinyl gaskets or a heavy coat of bituminous paint (except where bitumen may react with caulking or other materials) to prevent corrosive or electrolytic action. Where there is a conflict as to which Contractor or subcontractor provides the separation materials, Contractor or subcontractor whose Work is installed after the Work is installed that requires separation from his Work, shall provide the separation materials.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, and upon the failure of the Owner to cure the alleged grounds for termination within seven (7) days' additional period, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include ~~an estimate of cost and of probable effect of delay on progress of the Work.~~ probable effect of the delay on progress of the Work. No additional costs for delays to the Work shall be considered. Remedy for delays shall be limited to extensions of the Contract Time. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.3 An application for extension of time must set forth in detail the nature of each alleged cause of delay, dates upon which such cause of delay began and ended, number of days attributable to each of such causes, and probable effect on previously approved progress schedule.

§ 15.1.6.4 Failure to strictly comply with these requirements may, at the discretion of the Owner, be deemed sufficient cause to deny any extension of time.

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§ 15.1.6.5 In planning the construction schedule within the agreed Contract Time, it shall be assumed that the Contractor has anticipated an amount of adverse weather conditions normal to site of Work for the season or seasons of the year(s) involved. Only those weather delays attributable to other than normal weather conditions shall be considered by the Architect and the Construction Manager.

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§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered ~~by the American Arbitration Association~~ in accordance with its Construction Industry Mediation Procedures of the American Arbitration Association in effect on the date of the Agreement. However, the American Arbitration Association will in no way be involved in the mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract,. ~~and filed with the person or entity administering the mediation~~The parties shall select a mutually acceptable mediator. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If ~~an arbitration~~a mediation is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the ~~arbitrator~~mediation (s) and agree upon a schedule for later proceedings.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in

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mediation and signed by both parties shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded~~All references to "arbitration" throughout the Contract Documents are hereby deleted. Arbitration shall not constitute a part of this Agreement. The Contractor and Owner shall not be obligated to resolve any claim or dispute related to Contract by arbitration. Any reference in the Contract Documents to arbitration is deemed void. All references to "arbitration" in any other provision of this General Conditions shall be changed to "litigation".

§ 15.4.1 Claims that have not been satisfactorily resolved by other means shall be subject to litigation in accordance with law. The Contractor shall comply with any applicable statutory requirements regarding Notice of Claims and with any applicable Statute of Limitations provisions. In the event the Contractor serves a Notice of Claim to the Owner, the Owner may, as a condition precedent to litigation, require the Contractor to submit to an examination under oath by an attorney or other representative of the Owner, and to provide documentary evidence reasonably requested in connection with the examination

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ARTICLE 16 PROVISIONS REQUIRED BY LAW

§ 16.1 Provisions Deemed Inserted

§ 16.1.1 Each and every provision required by law to be inserted in Contract shall be deemed to be inserted herein and 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 application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

§ 16.2 Hours and Wages

§ 16.2.1 No laborer, Workman or mechanic employed by Contractor, subcontractor or other person doing or contracting to do the whole or any part of Work contemplated by Contract shall be permitted or required to Work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week except in case of extraordinary emergency set forth in the Labor Law.

§ 16.2.2 The wages (including supplements) paid for a legal day's Work shall not be less than the prevailing rate of wages (including supplements) as defined by law.

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim~~**16.3 Minimum Rate of Wage and Supplement**

§ 16.3.1 The minimum hourly wage rates (including supplements) to be paid shall not be less than that designated by the New York State Department of Labor and any re-determination of prevailing rate of wages after Contract is approved shall be deemed to be incorporated herein by reference as of effective date of re-determination and shall form part of these Contract Documents.

§ 16.3.2 The minimum hourly supplement to be paid shall be in accordance with prevailing practices in locality where Work is located and shall be not less than that designated by the New York State Department of Labor. Supplements as defined in Section 220 of the Labor Law, as amended, means all remuneration for employees paid in

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any medium other than cash or reimbursements for expenses or any payments which are not wages within the meaning of the law, including, but not limited to, health, welfare, non-occupational disability, retirement, vacation benefits, holiday pay, and life insurance.

§ ~~15~~16.4~~3~~.2~~3~~ The ~~award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof~~Contract shall be forfeited by Contractor and he shall not be entitled to receive any sum of money for any Work performed hereunder on his second determination for willfully paying less than stipulated wage scale (including supplements) as provided in Labor Law, Section 220, as amended or stipulated minimum hourly wage scale (including supplements) as provided in Labor Law, Section 220-d, as amended.

§ ~~15~~16.~~4.3~~.4 The ~~foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof~~Prevailing Wage Rate Schedule shall be obtained by bidders online. A copy will be inserted in the Agreement.

§ 16.4 Apprentices

§ 16.4.1 Apprentices must be registered, individually, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to contractor as to his Work force on any job under the registered program. Any employee who is not registered as above, shall be paid prevailing wage rate for classification of Work he actually performed. The contractor or subcontractor shall be required to furnish written evidence of registration of his program and apprentices as well as of appropriate ratios and wage rates for area of construction, prior to using any apprentices on contract Work. (See Section 220.3-e).

§ ~~15.4.4 Consolidation or Joinder~~16.5 Non-Discrimination in Employment

~~§ 15.4.4.1~~ ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s)~~Contractor agrees, in accordance with applicable provisions of the Labor Law of the State of New York, to the following:

§ 16.5.1 That in the hiring of employees for performance of Work under this contract or any subcontract hereunder no Contractor, subcontractor nor any person acting on behalf of such Contractor or subcontractor, shall by reason of religion, sex, age, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform Work to which the employment relates.

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§ 16.5.2 That no Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for performance of Work under this Contract on account of religion, sex, age, race, color or national origin.

§ 16.5.3 That there may be deducted from the amount payable to Contractor by Owner under this Contract, a penalty of fifty dollars ($50.00) for each calendar day during which such person was discriminated against or intimidated in violation of provisions of Contract.

§ ~~15~~16.~~4.4.2~~ ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent~~5.4 That this Contract may be canceled or terminated by Owner and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violations of terms of conditions of this Section of Contract.

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§ 16.5.5 The aforesaid provisions of this section covering every contract for or on behalf of Owner for manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

§ 16.6 Dust Hazards

§ 16.6.1 If in the construction of Work covered by Contract, a harmful dust hazard be created for which appliances or method for elimination of harmful dust hazards have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by Contractor at his sole cost and expense.

§ 16.6.2 The Contract shall be void and of no effect unless each Contractor complies with the provisions of this subdivision of Contract.

§ 16.7 Worker's Compensation Insurance

§ 16.7.1 This Contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of contract, such employees, in compliance with provisions of Workmen's compensation law.

§ ~~15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement~~16.8 Assignment of Public Contracts

§ 16.8.1 As provided in Section 109 of General Municipal Law, Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of same or of his right title or interest therein, or his power to execute such contract or any other person or corporation without previous consent in writing of officer, board or agency awarding contract. If any contractor, to whom any contract is let, granted and awarded, as required by law, by any officer, board or agency in political subdivision or of any district therein, shall without previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract or his right, title or interest therein or his power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted, or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignees, transferees or sub lessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state.

Variable Information

PAGE 1

DeRuyter Central School District 2024 Capital Project

Architect No.: 23062

TBD

DeRuyter Central School District

711 Railroad Street

DeRuyter, New York 13052

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:05:39 EDT on 09/12/2025 under Order No. 20240075268 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232™ - 2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The forms listed in this section relate to the Division 1 Specification Sections.

1.2 SUMMARY

A. This Section lists project forms used by the Construction Manager for administration of the project.

1.3 FORMS

A. SAFETY – Forms provided by CM:
1. High Hazard Work Plan (HHWP)
2. Task Hazard Analysis (THA)
3. Confined Spaces Permit – Reclassification
4. Crane Operator Daily Inspection
5. Crane Pick Plan
6. Energized Electrical Work Permit
7. Hot Work Permit Form
8. Line Break Permit
9. Pressure Testing Checklist
10. Scaffolding Inspection Checklist
11. Weekly Inspection
12. System Shutdown Request Form

B. SCHEDULE – Forms / format provided by CM:
1. Three Week Look-Ahead Schedule (Procore)
2. Submittal / Approval / Delivery Schedule – Submittal Register / Log

C. CONSTRUCTION – Forms provided by CM:
1. Standard Testing Record Form – Equipment
2. Standard Testing Record Form – Piping
3. Building Systems Training and Orientation
4. Contractor Certification Statement – SWPPP

D. APPLICATION FOR PAYMENT – Forms provided by CM:
1. Labor Rate Sheet
2. Affidavit And Waiver Of Lien
3. Bond Acknowledgement
4. Final release, Final Waiver Of Claims And Liens And Release Of Rights
5. Final Release From Subcontractor Or Supplier, Final Waiver Of Claims And Liens And Release Of Rights
6. Surety Statement

E. SELECTED AIA DOCUMENTS – Contractors to use AIA forms.
1. AIA G732/CMa – Application and Certificate for Payment
2. AIA G706 – Contractor's Affidavit of Payment of Debts and Claims
3. AIA G706A – Contractor's Affidavit of Release of Liens
4. AIA Document G707 – Consent of Surety to Final Payment

END OF SECTION 00 8520

Contractors are required to obtain and use the following AIA documents, which can be ordered directly from the American Institute of Architects, at http://www.aia.org/contractdocs/forcontractors/

CONTRACTOR'S QUALIFICATION STATEMENT
AIA Document A305 (2020)

An owner preparing to request bids or to award a contract for a construction project often requires a means of verifying the background, references, and financial stability of any contractor being considered. These factors, along with the time frame for construction, are important for an owner to investigate. Using AIA Document A305, the contractor may provide a sworn, notarized statement and appropriate attachments to elaborate on important aspects of the contractor's qualifications. While A305 is styled as a "contractor's" qualification statement, it can be used by subcontractors and suppliers

BID BOND
AIA Document A310 (2010)

AIA Document A310, a simple, one-page form, establishes the maximum penal amount that may be due to the owner if the selected bidder fails to execute the contract or fails to provide any required performance and payment bonds.

PERFORMANCE BOND AND PAYMENT BOND
AIA Document A312 (2010)

AIA Document A312 incorporates two bonds—one covering the contractor's performance, and the other covering the contractor's obligations to pay subcontractors and others for material and labor. In addition, AIA Document A312 obligates the surety to act responsively to the owner's requests for discussions aimed at anticipating or preventing a contractor's default.

APPLICATION AND CERTIFICATION FOR PAYMENT
AIA Document G732 (2019)

AIA Document G732 serves as both the contractor's application and the architect's certification. Its use can expedite payment and reduce the possibility of error. If the application is properly completed and acceptable to the architect, the architect's signature certifies to the owner that a payment in the amount indicated is due to the contractor. The form also allows the architect to certify an amount different than the amount applied for, with explanation provided by the architect. The standard form AIA Document G703, Continuation Sheet, is appropriate for use with G732.

CONTINUATION SHEET
AIA Document G703 (1992)

AIA Document G703, Continuation Sheet, and G702 (or G732 if there is a Construction Manager), provide convenient and complete forms on which the contractor can apply for payment and the architect can certify that payment is due. The forms require the contractor to show the status of the contract sum to date, including the total dollar amount of the work completed and stored to date, the amount of retainage (if any), the total of previous payments, a summary of change orders, and the amount of current payment requested. AIA Document G703 breaks the contract sum into portions of the work in accordance with a schedule of values prepared by the contractor as required by the general conditions. NOTE: The AIA does not publish a standard schedule of values form.

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
AIA Document G706 (1994)

The contractor submits this affidavit with the final request for payment, stating that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the owner might be responsible has been paid or otherwise satisfied. AIA Document G706 requires the contractor to list any indebtedness or known claims in connection with the construction contract that have not been paid or otherwise satisfied. The contractor may also be required to furnish a lien bond or indemnity bond to protect the owner with respect to each exception.

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A (1994)

AIA Document G706A supports AIA Document G706 in the event that the owner requires a sworn statement of the contractor stating that all releases or waivers of liens have been received. In such event, it is normal for the contractor to submit AIA Documents G706 and G706A along with attached releases or waivers of liens for the contractor, all subcontractors, and others who may have lien rights against the owner's property. The contractor is required to list any exceptions to the sworn statement provided in G706A, and may be required to furnish to the owner a lien bond or indemnity bond to protect the owner with respect to such exceptions.

CONSENT OF SURETY TO FINAL PAYMENT
AIA Document G707 (1994)

AIA Document G707 is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the contractor is required to furnish a bond. By obtaining the surety's approval of final payment to the contractor and its agreement that final payment will not relieve the surety of any of its obligations, the owner may preserve its rights under the bond.

CONSENT OF SURETY TO FINAL REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE
AIA Document G707A (1994)

This is a standard form for use when a surety company is involved and the owner/contractor agreement contains a clause whereby retainage is reduced during the course of the construction project. When duly executed, AIA Document G707A assures the owner that such reduction or partial release of retainage does not relieve the surety of its obligations.

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS
AIA Document G710 (2017)

AIA Document G710 is used by the architect to issue additional instructions or interpretations or to order minor changes in the work. It is intended to assist the architect in performing its obligations as interpreter of the contract documents in accordance with the owner/architect agreement and the general conditions of the contract for construction. AIA Document G710 should not be used to change the contract sum or contract time. It is intended to help the architect perform its services with respect to minor changes not involving adjustment in the contract sum or contract time.

REQUEST FOR INFORMATION (RFI)
AIA Document G716 (2004)

AIA Document G716 provides a standard form for an owner, architect and contractor to request further information from each other during construction. The form asks the requesting party to list the relevant drawing, specification or submittal reviewed in attempting to find the information. Neither the request nor the response received provides authorization for work that increases the cost or time of the project.

END OF SECTION 00 9000

PART 1 – GENERAL

1.1 MAINTENANCE OF BUILDING CIRCULATION AND EXITS

A. Contractor shall maintain circulation corridors, exits and stairs in all building areas occupied by Owner or Public.

B. Where temporary emergency egress from student and staff occupied areas through construction areas are required; those areas shall be adequately protected to ensure the safety of students and staff through the construction areas. This would include but not be limited to protective – covered walkway through the construction area. It shall be the responsibility of the General Construction Contractor to provide this protection as directed by the Construction Manager and/or as shown on the Drawings.

C. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.

D. All construction areas shall be securable by lock and key. If the construction areas are means of emergency egress from the construction area or means of egress from the school occupied areas through construction areas; the doors shall swing outward in the direction of egress. These doors shall be provided with "panic" hardware installed in a manor to allow egress outward from the building, but upon closing of the door to prevent unauthorized entry into the building. The General Construction Contractor to provide this protection and shall provide the doors and hardware.

E. All Contractors shall cooperate with the School District with respect to security of the building and the rules that they have developed to maintain security. This would include but not be limited to keeping doors to the school locked all the time, to prevent unauthorized entry into the construction area or into the school's occupied areas. The Contractor shall not admit entrance into the school building or the construction area any person not associated with the construction project. All students, staff and school visitors shall enter the building through designated entrances as established by the School District. All construction personnel shall enter the construction area and/or the school at entrances designated by the Construction Manager. Propping open of doors at any time, is not allowed.

1.2 TEMPORARY CONTAINMENT PARTITIONS

A. Contractors shall maintain circulation corridors, exits and stairs in all building areas occupied by Owner or Public.

B. The General Construction Contractor shall provide this protection and shall provide temporary dust containment partitions to isolate all areas of work from remaining portions of existing buildings as required and if needed, to prevent the spread of dust, odors and noise.

C. If there is a need to work inside the buildings, the work areas shall be maintained at a negative pressurization with respect to adjoining occupied areas. For the purpose of dust and contaminant isolation from occupied areas, containment partitions shall be air tight, and capable of maintaining the construction areas negatively pressurized with respect to the occupied areas, and /or the occupied areas positively pressurized with respect to the construction areas.

D. Non-air tight construction barriers will not constitute acceptable containment partitions.
   1. These containment partitions are to be constructed of no less than nominal 3-5/8" – 25 gage metal studs, type X fire rated gypsum wallboard with taped joints on both sides, and ½" fire rated plywood liner on the demolition side. In lieu of 5/8" GWBX and ½" FRT plywood, the Contractor may substitute one layer of 5/8" U.S. Gypsum Fiberock abuse-resistant type X gypsum wallboard on demolition side.
   2. Work areas shall be maintained at a negative pressurization with respect to adjacent occupied areas. The required pressurization differential between the occupied areas and work areas may be achieved by creating negative pressurization on the work side of the containment partition with exhaust fans, or positively pressurizing the occupied side, or a combination of both strategies. If there is a need to work inside of the Buildings, the Contractor shall submit containment plans for the various segments of their respective project to the Construction Manager. Pressurization shall be verifiable by instrumentation such as a differential pressure monitor or digital manometer, or visually with chemical smoke, as deemed acceptable by Owner's Indoor Environmental Consultant.
   3. These containment partitions are to be insulated to provide noise protection to occupied areas. Construction Noise cannot exceed 60 dba as measured with a type 2 sound level meters in areas that are occupied by the school's students and staff.
   4. Seal all joints, door penetrations and the perimeter of the temporary containment partition.
   5. All containment partitions are to have a 6-mil flame retardant polyethylene liner. The use of appropriate sealants is required at all seams, joints, penetrations of the polyethylene liner. The liner is to be installed facing the area of the construction when possible. This polyethylene liner shall cover the entire surface of the partition and is to be sealed to the existing structure to prevent any infiltration of dust or odors into the Owner occupied areas.
   6. Provide temporary doors and emergency exit windows in the containment partitions as required. Install approved materials to act as framing at all four sides of each door and window. Provide hardware for the doors and windows as required. Provide automatic closures on all such doors. Where partitions enclose exit passages, for each instance, provide rated partition construction with panic

devices at self-closing rated doors. Illuminated exit sign and emergency lighting to be supplied by the Contractor. Single doors shall be 44" wide, double doors shall be each 36" wide. Weather strip all openings and provide "sweeps" at doors. Temporary doors between work areas and occupied areas shall be installed in such a way as to maintain acceptable pressurization between work areas and occupied areas.

7. Temporary partitions are to be removed, when directed by the Construction Manager. Any damage done to walls, base, floors, ceilings caused by the installation of temporary partitions shall be properly repaired to satisfaction of the Architect at the expense of the Contractor.

E. In the event a failure of a containment barrier during the course of work, when directed by the Construction Manager or if designated, the Indoor Environmental Consultant, Contractors shall cease work in the potentially affected area until the containment barrier failure is corrected and acceptable pressurization is restored and verified.

F. Contractor shall provide temporary closures at all openings in outside walls to maintain weather protection and security.

G. The Contractor shall provide the containment partitions as mentioned in Item 1.2.B above, along with negative air fans in all areas that will be occupied during the duration of construction.

H. For areas that construction work will be performed during the summer months. The Contractor may use a containment partition of studs and reinforced 6 mil. flame retardant polyethylene. Maintain dust control as previously stated.

PART 2- PRODUCTS

2.1 REMOVED MATERIALS AND EQUIPMENT

A. General
1. All materials and equipment to be removed as part of the work shall become the property of the Contractor and be removed from the jobsite at the Contractor's expense unless otherwise shown on the drawings or specified.
2. The General Construction Contractor_shall provide dumpsters for their use at their respective project. These dumpsters shall be located on the project site as directed by the Construction Manager. The Contractor is responsible to remove all debris from the work area, and the jobsite to the dumpsters provided as well as monitor and remove debris around the dumpsters. The Contractor shall indicate what materials should be placed in which dumpsters. This is to comply with recycling requirements of the supplier of the dumpster service.
3. The General Construction Contractor shall provide dumpsters for all trades use at their respective project. These dumpsters shall be located on the project site as directed by the Construction Manager. All trades are responsible for placing debris in the dumpsters. The General Construction Contractor is responsible to remove all debris from the work area, and the jobsite to the dumpsters provided as well as monitor and remove debris around the dumpsters. The General Construction Contractor shall indicate what materials should be placed in which dumpsters. This is to comply with recycling requirements of the supplier of the dumpster service.

B. Items Retained by Owner
1. The Owner reserves the right to salvage any material and / or equipment that is to be removed or taken off line. The material and / or equipment shall remain the property of the Owner after removal by the Contractor.
2. These items shall be carefully removed by the Contractor without damage and turned over to the Owner, at a location coordinated by The Construction Manager.
3. Refer to Division 01 Section CUTTING AND PATCHING for additional requirements.
4. In general all materials that have a copper content (copper pipe and copper wire) and which are identified by the Construction Manager as to be retained for the owner to "scrap out" shall be placed in a central location for the owner's removal.

C. Items Re-Used As Part of the Work
1. Items indicated to be re-used shall be stored by the Contractor until such time as they may be reinstalled.

PART 3 – EXECUTION

3.1 REMOVED MATERIALS AND EQUIPMENT

A. Contractor shall patch existing construction and finishes damaged or left incomplete due to removals. Patching, unless otherwise indicated, shall be limited to area where removal occurred and shall match existing in material, color and finish.

B. Contractor shall cap, or otherwise terminate, existing utility services to removed equipment on all utilities that are to remain active.

C. Refer to Division 01 Section CUTTING AND PATCHING for additional requirements.

1.3 ADDITIONAL REQUIREMENTS

A. The occupied portion of any school building shall always comply with minimum requirements necessary to maintain a certificate of occupancy.

B. General safety and security standards for construction projects.
   1. All construction materials shall be stored in a safe and secure manner.
      a. Fences around construction supplies or debris shall be maintained.
      b. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
      c. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.

C. Separation of construction areas from occupied spaces. Construction areas which are under the control of a Contractor and, therefore, not occupied by staff or public shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.

D. In general, workers may not use corridors, stairs or elevators designated for staff or public.

E. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.

F. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. Buildings occupied during a construction project shall maintain required health, and safety capabilities at all times.

G. Maintain exiting and ventilation for the entire duration of the construction project. The following information shall be included in all plans and specifications.

H. A plan detailing how exiting required by the applicable building code will be maintained during construction. The plan shall indicate temporary construction required to isolate construction equipment, materials, people, dust, fumes, odors, and noise during the construction period. Temporary construction details shall meet code-required fire ratings for separation and corridor enclosure. At a minimum, required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times.

I. A plan detailing how adequate ventilation will be maintained during construction. The plan shall indicate ductwork which must be rerouted, disconnected, or capped in order to prevent contaminants from the construction area from entering the occupied areas of the building. The plan shall also indicate how required ventilation to occupied spaces affected by construction will be maintained during the project

J. Fire and hazard prevention. Areas of buildings under construction that are to remain occupied shall maintain a Certificate of Occupancy.

K. No smoking is allowed anywhere on School Property, including construction areas.

L. During construction, daily inspections of occupied areas shall be conducted by each Contractor's Superintendent to assure that construction materials, equipment or debris do not block fire exits or emergency egress windows.

M. Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the project.

N. Noise abatement during construction activities. Construction operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken. Noise level measurements (dba) shall be taken with a type 2 sound level meter in the occupied space in a location closest to the source of the noise.

O. Control of chemical fumes, gases, and other contaminants during construction and maintenance projects. Contractors must assure that fresh air intakes and occupied areas do not draw in welding, gasoline engine, roofing, paving, painting or other fumes that will be exhausted.

P. Contractor schedules are to include sufficient time for "off-gassing" of volatile organic compounds introduced during construction before occupancy is allowed, as part of meeting project schedule milestones. Specific attention is warranted for activities including glues, paint, furniture, carpeting, wall coverings, and drapery. Manufacturers shall be contacted to obtain information regarding appropriate temperatures and times needed to cure or ventilate the product during use and before safe occupancy of a space can be assured. Building materials or

furnishings which "off-gas" chemical fumes, gases, or other contaminants shall be aired out in a well-ventilated heated warehouse before it is brought to the project for installation or the manufacturer's recommended "off-gassing" periods must be scheduled between installation and use of the space. If the work will generate toxic gases that cannot be contained in an isolated area, the work must be done when the building is unoccupied. The building must be properly ventilated, and the material must be given proper time to cure or "off-gas" before re-occupancy.

END OF SECTION 01 0310

PART 1 - GENERAL

1.1 PRIME CONTRACTOR RESPONSIBILITIES

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this Section and are requirements of all Prime Contractors, unless otherwise specified. These Contractor Safety Responsibilities ("Safety Responsibilities" or "Terms and Conditions") are prerequisites and mandated for any work performed for DeRuyter Central School District ("Owner") on the Capital Project ("Project") project site. These Prime Contractor Safety Responsibilities are binding for all Prime Contractors ("Prime Contractor") to which the Owner issues a Prime Contract (the "Prime Contract").

B. In these Safety Responsibilities:

1. "Owner refers to the Owner or its affiliate, as applicable.

2. "Prime Contractor" refers to the first-tier Prime Contractor holding the Prime Contract and all persons and Subcontractors at any tier who are responsible to that Prime Contractor, directly or indirectly. This includes but is not limited to: employees, Subcontractors, suppliers and vendors. Prime Contractors shall also be responsible for any visitors they invite or allow to have access to the site, in line with site-specific requirements.

1.2 GENERAL

A. Prime Contractor will prepare a Prime Contractor's Site-Specific Safety Plan (SSSP) that encompasses all of its work scope and activities. This plan will incorporate any owner/site specific requirements.

1. Prime Contractor Site Specific Safety Plan (SSSP) shall include a Written Lead Compliance Program as required per Specification Section 02 8313 – LEAD-SAFE WORK PRACTICES.

B. The Prime Contractor must:
1. Submit and receive Owner's approval of the Prime Contractors SSSP prior to the start of work.
2. Update the SSSP as the work scope progresses, as conditions change or as other scopes or potential hazards are introduced.
3. Ensure flow down of all SSSP requirements to all subcontractor at each tier.

C. The Prime Contractor shall plan and execute all work while complying with:

1. All current applicable laws (including but not limited legally binding federal, state and /or local codes, standards, and regulations regarding environmental, safety and/or health matters) as they occur.

a. If applicable laws and/or provisions of these Safety Responsibilities and the SSSP differ, the more stringent requirement, as determined by the Owner, shall apply.

2. These Prime Contractor Safety Responsibilities / Terms and Conditions, processes and procedures, Owner Jobsite Safety process, the SSSP and all safety-related provisions of the Prime Contract.

3. Any special or additional requirements communicated by the Owner.

D. Prime Contractor is directly responsible for communicating to and ensuring adherence and accountability by all lower-tier contractors, subcontractors, suppliers, vendors, and their employees (including delivery drivers). To achieve this, the Prime Contractor will develop a defined "flow down" strategy and process to assure compliance, which shall include formal kick-off sessions with each tiered Prime Contractor, ongoing compliance monitoring and immediate response to deficiencies.

E. In accordance with the terms and conditions of the Contract, the Owner or its agent, reserves the right to take appropriate actions to remedy any non-compliance at the Prime Contractor's costs/expense. Owner also reserves the right to withhold payment pending correction and abatement of all noted or discussed hazards.

1.3 OPERATION / TRAINING / MEETINGS

A. All Prime Contractor employees, employees, and each subcontractor employee, will read and acknowledge that they understand the SSSP and this Prime Contractor Safety Responsibilities document prior to starting work.

B. Prime Contractor foremen, supervisors and superintendents assigned to the Owner's sites will be OSHA 30-hour certified or in pursuit thereof. All Prime Contractor personnel will be trained and/or certified in accordance with all federal, state, city and owner standards. Owner reserves the authority to require additional training of Prime Contractor or Subcontractors personnel as deemed necessary or appropriate.

C. In addition to the Owner orientation, the Prime Contractor or its Subcontractor shall provide an initial safety orientation to each new employee, including all sub-tier employees, prior to the start of work at the site. At a minimum, the orientation shall include training on general safety hazards, site-specific safety policies and procedures, personal protective equipment, fall protection, cranes and rigging, stored energy, injury reporting and protocols, emergency evacuation, and preferred medical providers. All orientations shall be documented by the Prime Contractor and verifiable by the Owner.

D. Prime Contractor shall provide for Toolbox safety meetings for all employees under it direct or indirect supervision. A copy of the Toolbox topics including sign-off sheets must be maintained and submitted to Owner.

E. Prime shall conduct periodic safety meetings with employees, foremen, and Subcontractors at all tiers to address safety, lessons learned and high-hazard activities.

1.4 INTENT OF DOCUMENTS

A. Plans and Specifications supplement each other and require the contractor to provide in their bid:
   1. All labor, material, tools, equipment, supervision, layout, delivery, shop drawings, submittals, appurtenances, transportation, related items, safety monitoring, etc., necessary to complete the work described in the trade contract summary of work for each Contract.
   2. All systems complete and left in good and/or specified operating condition.
   3. Any apparatus, appliance, material or work not shown on Drawings but mentioned in Specifications, or vice versa.
   4. Any accessories, reasonably inferable from Drawings and Specifications and as may be required by the manufacturer of such materials or equipment necessary to make the work complete.
   5. Any item, labeled in one location but not another, is typical, reasonably inferable from Drawings and Specifications and as may be required.

B. All sections of these Specifications as outlined in the trade contract summary of work shall apply in full to the contractor and their respective subcontractors. Notes or instructions shown on any one drawing apply to all other drawings.

C. Install all work in compliance with Plans and Specifications in excess of requirements of codes and regulations and not contrary to them.

D. The Contract Documents contemplate a finished piece of work of such character and quality as is reasonably inferable from them. The contractor shall provide full cooperation in coordinating the installation of its work with the work of others and to make its work complete and operational and in compliance with good practice. The contractor further acknowledges 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 the event of such conflict between and among the parts of the Contract Documents, the more expensive way of doing the work, the better the quality or the greater the quantity of material shall govern unless the Construction Manager otherwise directs.

E. The Drawings are schematic in nature and are not intended to show every offset and detail. The Contractor shall make adequate provisions in their bid to accommodate the actual conditions without additional cost to the Owner.

F. Prime Contractor's employees, Subcontractor and all sub-tier employees shall participate in daily sunrise huddles and job-wide safety stand-downs as held by the Owner.

G. Prime Contractor and all Subcontractors management shall attend safety meetings as scheduled by the Owner.

1.5 MONITORING AND INSPECTION

A. Prime Contractor shall conduct daily visual inspections of all work areas and a formal and documented weekly safety inspection, notifying Subcontractor and Owner of any recognized hazards. A copy of the Owner weekly jobsite inspection form, or equivalent, will be provided to Owner within 24 hours.

B. Prime Contractor shall appoint and submit in writing to Owner the name of all "competent or qualified persons" (via OSHA standard) who are authorized and able to recognize and anticipate hazards. The qualifications of all these individuals shall be made available to Owner upon request. Such persons shall have authority to take prompt corrective action to abate hazards, including the authority to alter, modify or stop work in the process of hazard review or abatement.

C. Prime Contractor shall submit to Owner, and appropriately post, emergency contact information, including work, mobile telephone numbers and email addresses for all applicable operations and safety management personnel.

D. Prime Contractor will confirm and record headcount and hours worked each week by each tier Subcontractor and provide this report to the Owner at the end of each week. The report will contain a section to formally document any incident, near miss or injury.

E. Prime Contractor shall:
1. Develop a Hazard Communications program that follows the OSHA Hazard Communications and Globally Harmonized System (GHS) standard;
2. Ensure that all employees are trained to address potential chemical exposures/interfaces;
3. Provide Owner with a copy of its written program (upon mobilization) and all SDS/MSDS's used in the performance of the Work.
4. Maintain a copy of the program and library of SDS/MSDS used in the scope of work and also confirm program compliance by all tiered subcontractors.

F. Where applicable and in line with regulatory standards, Prime Contractor shall develop a respiratory protection program to include pulmonary baselines and fit testing per regulatory guidelines. A copy of the respiratory protection program will be provided to Owner prior to the start of work activity. All respirators will be used in accordance with OSHA standard, Prime Contractors program shall cover the requirements for Appendix D, Voluntary Respirator Use. The Prime Contractor will retain all signed copies of Appendix D used on the project and provide copies to Owner on request.

1.6 INCIDENT PREVENTION, EMERGENCY PREPAREDNESS

A. Prime Contractors will ensure the development of a comprehensive severe weather plan to address extreme cold, heat and related conditions. Prime Contractor will also adhere to the Owner's program and any requirements established therein.

B. All Prime Contractor employees and Subcontractors at all tiers will be actively engaged in the Owner's Stop Work Authority (SWA) program. The Prime Contractor will highlight this program during kick-off, orientation and other employee forums. The Stop Work Program grants each employee the authority to pause or stop work to ask questions or to simply verify that conditions are safe. Employees that use the Stop Work Authority Program will not be retaliated against in any form.

C. Prime Contractor shall use the Owner's High Hazard Work Permit (HHWP) pre-planning process for High Risk activities to address each separate work task/activity prior to the start of work on each shift. Prime Contractor will – with participation by subcontractors and employees − complete a HHWP (or an Owner-approved alternative form) for each task. Each employee will start each shift having completed and engaged in the HHWP process. Any changes in task or condition will warrant a new or modified HHWP. Prime Contractor will submit copies of each HHWP to Owner or appointee for review daily.

D. Prime Contractor shall provide adequate safety measures and controls to address potential occupational exposures such as gases, fumes, silica, dusts, chemicals, noise, and confined spaces. See the related Owner policies and standards. A specific plan to address silica is required prior to the start of work activity.

E. Prime Contractor shall provide Personal Protective Equipment (PPE) to all employees as required per Owner PPE requirements or regulatory requirements. Prime Contractor and all tiers shall take immediate corrective action for non-compliance up to and including removal toolbox

F. Prime Contractor will provide competent flaggers as needed for the safe access and egress of all heavy loads, trucks and equipment. Flaggers shall be trained in accordance with OSHA, DOT or other state or federal standards.

G. Prime Contractor shall implement immediate corrective action to eliminate unsafe practices and conditions as they are observed or reported. In cases where immediate or "On the Spot" actions are not taken, Owner reserves the option to abate the condition at the expense of the Prime Contractor, Subcontractor or both.

H. Prime Contractor shall comply with Specification Section 02 8313 – LEAD-SAFE WORK PRACTICES.

1.7 INCIDENT REPORTING AND RETURN TO WORK

A. Prime Contractor shall notify Owner within Two (2) hours of any incident involving injury/damage (or near miss of injury/damage) to any person or property. In addition, each Prime Contractor shall investigate such incidents, document findings in an incident report, and submit the report to the Owner, or Owner's Agent, within 24 hours of the incident. All incident reports must contain, but not be limited to:
1. Date of Incident
2. Chain of events leading to incident
3. Witness Statements
4. Impacted or injured parties (i.e., name, craft, position)
5. Impacted property and estimated damage costs
6. Immediate corrective measures taken
7. Lessons learned for wider application by Prime Contractor or Owner

8. Other items as requested by the Owner

B. The Owner, or Owner's Agent, will conduct formal incident review in response to any serious incidents. The Prime Contractor will participate and be represented by site and corporate management during any scheduled incident review sessions. Injured parties and witnesses to the incident may also be required to attend.

C. Prime Contractor shall implement an aggressive Return to Work and Modified Work policy and procedure. The procedure will include, but not be limited to:

1. Identification of preferred local occupational medical provider.

2. Prime Contractor approved work assignments and light duty work options for any and all injured parties who receive a physician's restricted-duty diagnosis. Owner reserves the right and authority to penalize Prime Contractor up to $1,500.00 per day for each day a fully released or restricted duty employee is not accommodated for modified work.

1.8 TOOLS AND EQUIPMENT

A. All equipment and tools shall be used per the manufacturer's recommendations and equipment with manufacturer-provided handles, safeguards and shields.

B. Prime Contractor will ensure the inspection of all hand tools and extension cords prior to their use and immediately remove any defective items from service.

C. Prime Contractor will ensure that no power tools have positive locking trigger. Each power tool shall be equipped with a constant pressure trigger.

D. Prime Contractor Prime Contractor shall ensure that all power tools and cords are protected by an operable Ground Fault Circuit Interrupter (GFCI) plugged in at the power source or GFCI circuit breaker or GFCI "pigtail." Above 110V, all cord sets and plug sets shall be protected via GFCI or Assured Equipment Grounding Conductor Program (AEGCP).

E. In addition to specific requirements established in OSHA §1926.304 and .304(f), Owner requires all Prime Contractor woodworking tools and machinery meet other applicable requirements of ANSI 01.1-1961. Section 3.1.3(c) of the ANSI standard. On applications where injury to the operator might result if motors were to restart after power failures, the Prime Contractor must incorporate an effective means of preventing the machine from automatically restarting upon restoration of power.

1.9 WORKING FROM HEIGHTS / FALL PROTECTION

A. Prime Contractor will utilize a 100% 6-foot fall protection policy and program. Each person on a walking or working surface with an unprotected side or edge that is 6 feet or more above the next lower level shall be protected from falls using the Hierarchy of Controls (elimination, substitution, engineering, administrative, and personal protective equipment). As such, personal fall arrest systems (PFAS) shall be considered as the last option. All personnel at all tiers will comply with this requirement, including Roofers, Ironworkers, Erectors, and Connectors, regardless of any exemptions that might otherwise be available under OSHA, trade agreements or other applicable laws.

B. The following exceptions to the 100% 6-foot fall protection requirement may exist, depending on site-specific requirements:

1. Proper use of a step ladder (up to 12 feet) on a stable and level foundation.

2. Proper use of an approved and inspected extension ladder (up to 24 feet) for movement between levels (not as a working platform).

3. Step and extension ladders shall be positioned so as not to expose the employee to a secondary fall hazard (ex; window opening, stairway, etc.)

4. Other extraordinary circumstances only if (i) Prime Contractor's competent person determines that neither engineering controls nor a PFAS would be feasible; (ii) Owner provides prior approval in writing; and (iii) the method of proceeding complies with all applicable laws.

C. Equipment, such as scaffolding and ladders, shall be inspected for defects by Prime Contractor's competent person prior to use. Any equipment found to be defective or unserviceable will be immediately taken out of service and removed from site.

D. Job-made shall be built in accordance with ANSI A14.4 and OSHA standards and only after an alternate fall protection plan has been submitted and approved by the Owner or its Agent.

E. Prime Contractor shall ensure that any wooden or aluminum ladder used is approved through Owner ESH. These ladders are to be used only if all other approved methods have been deemed infeasible.

F. When operating/working in scissor lifts and from aerial work platforms, all Prime Contractor employees shall use personal fall restraint systems.

1. Prime Contractors will ensure any scissor lifts delivered on site are equipped with manufacturer approved anchor points, and employees must be tied off to those anchor points.

2. Standing on mid-rails and handrails is strictly prohibited and considered an imminent danger violation.

3. Blocks or steps are not permitted for stepping or to access a higher elevations.

1.10 CRANES AND RIGGING

A. When working with mobile cranes or tower cranes, Prime Contractor shall appoint a certified signal person and qualified rigger prior to any lift. Documentation on qualifications/certifications will be provided to the Owner. The Prime Contractor will adhere to all current and subsequent Owner crane and rigging policies and practices.

1.11 STORED ENERGY

A. All electrical tasks will be carried out in compliance with NFPA 70E, OSHA and Owners Stored Energy program. Additionally, Prime Contractor will only handle or engage de-energized wiring or circuits after appropriate Lock and Tag and a secondary confirmation of source isolation via a working voltage detector or similar instrument.

B. Prime Contractor shall ensure that all work on live electrical components is performed only when all other alternatives have been deemed infeasible. Any work on live/energized sources requires advance notice and written approval and consent by Owner's team (superintendent, ESH, senior management) and the owner (if required) – no exceptions.

C. Prime Contractor shall ensure that all permanent and temporary electrical deficiencies are locked and labeled with controlled access. All de-energized electrical and power systems will be locked out in accordance with appropriate lock and tagging guidelines.

D. Prime Contractor shall develop and submit a Pressure Testing Safety Plan to the Owner or owner's agent prior to performing any pneumatic, hydrostatic or other pressure testing of pipes or vessels. Prime Contractor shall not use pneumatic testing as a testing medium unless required by the design and approved well in advance by the Owner and owner's agent.

E. **Pressure Testing Policy and Procedures**.
1. Definitions:
   a. Hydrostatic Testing – The utilization of a fluid (typically water) as the medium for testing pressure.
   b. Pneumatic Testing – The utilization of a gas (typically air or nitrogen) as the medium for testing pressure
2. Pressure Test Permit: Planning & Approval
   a. Develop a pressure test safety plan.
      i. Hydrostatic pressure testing reviewed by EHS.
      ii. Pneumatic pressure testing reviewed and signed by the Construction Manager.
   b. Identify the prime contractors' competent person(s).
   c. Submit verification of training for all employees involved in the testing procedures.
   d. Establish the proper exclusion zones and mark a print showing along with barricading.
      i. Adequate hydrostatic pressure testing exclusion zones must be established; determined by the project team.
      ii. Pneumatic pressure testing exclusion zones must be a minimum of 11 feet or what is agreed by the Construction Manager.
   e. Utilize cinch sacks on all caps or pipe ends that could potentially be worked on, removed, or could expose employees to sudden release of stored energy.
   f. Pressure testing areas must be clearly identified with "Danger – Under Pressure" tags or signs.
   g. Identify all relief mechanisms to be used in the de-pressurization process. This is best shown on the print outlining the piping and barricading area.
   h. Notify all site personnel of the upcoming test, at a minimum **24 – 48 hours in advance.**
   i. Performing the test during off hours, weekends, or when there are limited personnel in the test area is highly preferred.

F. Lockout / Tagout Procedures
1. This procedure establishes the minimum requirements for lock out and tag out of energy isolating devices. It shall be used to ensure that all authorized and affected employees working on or near energized equipment are protected from potentially hazardous release of any stored energy.

2. In addition to this procedure, prime contractors and subcontractors who maintain or service equipment where the unexpected start-up may cause injuries shall develop and use a written Lockout/Tagout program that complies with OSHA 29 CFR 1910.147.

3. Authorization / Responsibility
   a. Only authorized and trained personnel in 'Lock Out / Tag Out' procedures will be allowed to perform lock out / tag out.

   b. It shall be the responsibility of the Prime Contractor to ensure proof of training has been received and validate for all personnel performing Lock Out / Tag Out. Such proof of training will be delivered to the Construction Manager and maintained on site.

4. RULES
   a. Locks, chains, wedges or other hardware which meets the requirements defined in 1910.147 (5) (ii) shall be provided by the prime contractor who is to apply such device.

   b. Locks for lockout devices shall be singularly identified and have only one key. They shall be the only devices used for controlling energy and shall not be used for other purposes.

   c. All stored energy, machines and or equipment shall be locked out to protect against accidental or inadvertent operation when such operation could cause injury to personnel. Lockout will also apply when working on or near deenergized sore energy.

   d. No worker shall attempt to operate any switch, valve, or other energy – isolating device which is locket out.

   e. Each lockout device shall only be removed by the employee who applied the device.

   f. No locked-out system will be energized without the knowledge and approval of the Construction Manager. This is to ensure that such system is ready for energization in accordance with the project schedule and start up requirements.

5. <u>Preparation for Shutdown</u>
   a. No system shall be energized, de-energized or connected to an existing system without a pre-planning session with consisting at a minimum of the Construction Management Team (Project Manager and/or Superintendent), controlling Prime contractor for the installed system and any Prime contractors who could be inadvertently affected by such system being energized, de-energized or connected to an existing system. The owner and their representative will be in attendance for such pre-planning as required.

   b. In preparation for lockout, an initial survey must be made to locate and identify all energy isolating devices to be certain which switch, valve, or other energy isolating devices applied to the stored energy, equipment or machine to be locked out. More than one energy source (electrical, hydraulic, pneumatic, chemical, thermal, or others) may be involved.

   c. Before an authorized or affected worker turns off any system, equipment or machine, the authorized worker must have knowledge of the type and magnitude of the energy to be controlled, and methods to the energy.

   d. A Task Hazard Analysis (THA) shall be completed and appropriate permit obtained prior to work or execution on all energized sources and prior to lock-out/tag-out.

   e. The Construction Manager for the project shall have a lock and tag on the System(s) to prevent accidental release of energy at the point of main energy source. Any potential secondary energy points whereas the system may be energized will also be locked out by the Construction Manager.

6. Machine or Equipment Shutdown
   a. All affected workers shall be notified that a lockout system is to be utilized and the reason for it, before the controls are applied.

   b. If machine or equipment is operating, shut it down by normal stopping procedures.

7. Machine or Equipment Isolation
   a. Physically locate and operate the switch, valve, or other energy isolating devices so that the equipment is isolated from its energy sources and apply adequate hardware.

8. Stored Energy

a. All stored or residual energy in pneumatic, hydrostatic, hydraulic, mechanical systems, etc. shall be blocked or dissipated. If there is a possibility of reaccumulating stored energy, verification of isolation must be continued until testing, servicing, or maintenance is complete.

9. Electrical Panels
   a. During new construction or renovations, feeder lines shall not be connected to any operable panels until all work on the circuit is completed.

   b. All electrical panels shall be controlled and accessed solely by qualified Electricians or in an emergency, a competent Construction Manager representative.

   c. When energized, all electrical panels will be clearly labeled with appropriate warning signage. The signage will be clear and visible for all workers and the owner's staff.

   d. All breakers in all electrical panels shall be clearly and legibly marked and identified.

   e. The Lock-Out/Tag-Out process will be carefully implemented and monitored for all work on energized circuits. Additionally, the company and all subcontractors will follow and comply with all provisions of OAHA Standard 1926.417.

   f. All equipment, panels and circuits that are de-energized must be rendered inoperative and include a physical lock and tag. This directive also applies to each breaker in each temporary or permanent electrical panels. This applies to all voltages, including 110.

   g. The Electrical Contractor shall provide the Construction Manager a list of competent persons how are responsible for the implementation of OSHA Subpart K 1926.400.

10. Lockout Device Application
    a. Authorized workers shall lockout the energy isolating devices with assigned individual locks.

    b. Lockout devices shall be applied so that they will hold the energy isolating devices in a 'Neutral' or 'off' position.

11. Verification of Isolation
    a. Prior to starting work on any stored energy system, equipment or machinery that has been locked and after ensuring that no personnel are exposed, the authorized worker shall confirm the absence of energy using a secondary means of verification, i.e. voltmeters, checking pressure gauges, proper testing equipment, or engaging start buttons, prior to working on potentially energized systems.

12. Removal of Lockout Devices
    a. After the testing, servicing or maintenance is completed and before the lockout devices are removed and energy is restored, the following sequence of activities shall be completed by the authorized worker(s).
    b. If the authorized worker who applied the lock is not available, the supervisor shall take the following steps:
       i. Attempts to contact the individual must be taken. It is best if the individual can return to remove his/her own lock before proceeding with this process.

       ii. Document each step on a specific THA for the lock removal process.

       iii. Clear the stored energy system, equipment or machinery of tools and materials.

       iv. Remove workers & staff from the stored energy, equipment or machinery areas.

       v. Removed the lockout device.

       vi. Energize and proceed with testing or positioning.

       vii. Deenergize all systems and reapply energy control measures in accordance with 'Lockout Procedures and Techniques'.

1.12 VIOLATIONS, DISCIPLINARY ACTION

A. Prime Contractor and all tiered subcontractors shall adhere to and enforce all requirements established by Owner or Agent's Safety Disciplinary Actions and Imminent Dangers procedure.

1. At the discretion of Owner management, serious or imminent danger violations will warrant immediate action, up to and including termination and/or removal from the project.

2. Any supervisor or manager who knowingly exposes employees to imminent danger situations is subject to immediate termination.

B. Imminent danger situations include, but are not limited to, the following:
1. Violation of Stored Energy Program and Lockout/Tagout Procedure, including removing another lockout sign or tag without authorization and working on equipment or circuits that could be accidentally or unintentionally energized. In all cases, failure to develop, submit or follow a pipe/vessel pressure test plan will be considered an imminent danger violation and grounds for termination or removal from site.
2. Violation of the 100% 6-Foot Fall Protection and Prevention Policy, including standing on top of first rung of a step ladder of any height.
3. Violation of the Cranes and Rigging Policy, including operating a crane (lifting, swinging or loading) adjacent to energized power lines less than 20 feet away and using rigging equipment in excess of the recommended safe workload capacity.
4. Violation of the Confined Space Procedure, including unauthorized entry to a confined space.
5. Violation of the Excavation/Trenching Procedure, including working in or authorizing work in unsloped, unshored or unprotected trenches or excavations.
6. Violation of the mobile equipment procedures including operating mobile equipment (ex. Fork lifts and skid steers) without appropriate certification, training, authorization or inspection.
7. Violation of procedures related to caught-in/struck-by hazards, including entering the line of fire (i.e. walking under a suspended load.
8. Violation of the Drug and Alcohol Policy, including distribution or working under the influence of mind-altering substances.
9. Accessing exclusion zones/red barricaded areas without authorization.
10. Conscious disregard of a 'DO NOT OPERATE", "DANGER" or "WARNING" sign.
11. Intentionally removing a guard or safety mechanism designed for employee safety.

C. Additional items that warrant immediate removal or termination include: fighting and verbal abuse, exhibiting open disregard for Owner safety or project safety programs, theft, sabotage, firearms, smoking in non-designated areas, falsifying a company document (i.e. accident investigation, testimony, equipment inspection, certifications, etc.)

D. If Owner or its agent determines safety performance standards are not being met, Prime Contractor may be required to designate a full-time, on site, dedicated safety professional. This determination may be based upon: on site injury/illness rates; safety violations/concerns issued by Owner or a regulatory authority; or lack of participation in required safety forums, activities and meetings. Any designated safety professional shall meet the qualification requirements as defined by Owner.

1.13 WORKSITE RULES

A. The Owner and its Agents, reserves the right to remove a party, employee, or contractor from the site at any time and for any reason.

B. The following work rules are important to the safety of all personnel on Owner sites and shall be adhered to at all times.
1. Possession of or working under the influence of alcohol or drugs is prohibited and subject to immediate dismissal.
2. Hazard Communication and Lockout/Tag-out Programs shall be observed.
3. Unsafe conditions or acts, along with any accidents or near misses shall be reported to your immediate supervisor and am member of the Owner's management team.
4. Appropriate Personal Protective Equipment shall be worn at all times. Minimum requirements in construction areas are hard hats, safety glasses, high-visibility vests/shirts/jackets and durable boots covering the feet and ankle. **Task appropriate work gloves are required for all employees at all times while on site.**
5. Modifying or altering any piece of personal protective equipment is strictly prohibited.
6. All Prime Contractor delivery drivers, vendors, trucking or concrete drivers will adhere to all site PPE requirements.
7. Work wear shall not be offensive or inappropriate.
8. Maintaining good housekeeping is mandatory at all times. Prime contractor is responsible for ensuring daily clean up.
9. "Horseplay", harassment, fighting, workplace violence, and other inappropriate behaviors are strictly prohibited.
10. Taking photos, picture or video is limited to verifying the proper execution of work. Only authorized members of management shall take photos, pictures, or video of incidents and accidents that occur.
11. Tampering with fire protection, firefighting or life safety equipment, or removing it from its assigned location, is prohibited and grounds for immediate termination/removal.
12. Only authorized, licensed and properly instructed site employees shall operate machinery, equipment, vehicles, and tools. This includes but is not limited to cranes, forklifts, lulls, skid steers, front-end loaders, flatbed trucks, nail guns, and drill presses.
13. Vehicles are to be operated and driven in a safe manner at all times.
14. Firearms are prohibited on site or in parking lots at all times.
15. No one should enter barricaded areas without proper authorization.
16. Adhere to "No Smoking" rules. Smoking and the use of tobacco products are prohibited by New York State law on all School grounds.
17. All gasoline engines shall be shut off and allowed to cool prior to refueling.
18. The use of plastic gas cans for storing combustible/flammable liquids on the site is prohibited. Use only approved metal containers.
19. The use of FM/AM radios, iPods and MP3 players, ear buds on site is prohibited at all times.

20. Cell phones are strictly prohibited while performing trade / craft work. Bluetooth headsets and Augmented Reality / AI glasses are prohibited unless used in the execution of a specific task or job.

END OF SECTION 01 1640

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Future work.
7. Purchase contracts.
8. Owner-furnished products.
9. Contractor-furnished, Owner-installed products.
10. Access to site.
11. Coordination with occupants.
12. Work restrictions.
13. Specification and drawing conventions.
14. Miscellaneous provisions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

B. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
1. **Main Building:**
   a. Classroom Renovations for General, Science, and Music Rooms
   b. Gymnasium Equipment Replacement
   c. Interior Stair Refurbishment
   d. Exterior Stair and Loading Dock Replacement
   e. Roofing Repair
   f. HVAC Upgrades

2. **Annex Building:**
   a. Gutters and Downspouts
   b. Site Drainage

C. Type of Contract:
1. Project will be constructed under coordinated, concurrent multiple contracts. See Division 01 Section MULTIPLE CONTRACT SUMMARY for a description of work included under each of the multiple contracts.
   a. Contracts for this project are listed in ADVERTISEMENT FOR BIDS and shall be bid on separate BID FORMS.
   b. Other vendors engaged by the District via Co-Op agreements are listed in the Multiple Contract Summary

1.4 PHASED CONSTRUCTION

A. See attached milestone and construction schedule for work sequence and phasing is section 01 3101

B. Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates**, and move-out and -in dates of Owner's personnel** for all phases of the Work.

1.5 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors and co-op vendors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.6 ACCESS TO SITE

A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.7 COORDINATION WITH OCCUPANTS

C. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
   1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
   2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
   3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
   4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.8 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.
   1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: See Specification Section 015000 Temporary Facilities and Controls for information on work hours.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
   1. Notify Architect, Construction Manager, and Owner not less than two days in advance of proposed utility interruptions.
   2. Obtain Construction Manager's, and / or Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

E. Nonsmoking Building: Smoking is not permitted on any school property

F. Controlled Substances: Use of controlled substances is not permitted.

G. Employee Identification: **Provide** identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

H. Employee Screening: Comply with Owner's requirements for screening of Contractor personnel working on Project site.
   1. Maintain list of approved screened personnel with the Construction Manager.
   2. Contractors are required to update each employee's screening process on site on a quarterly basis.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
   2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
   1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
   2. Abbreviations: Materials and products are identified by abbreviations as scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this Section and are requirements of all Prime Contractors, unless otherwise specified.

B. All items in Articles 1.1 through 1.14 of this Section 01 1200 are requirements for all Prime Contractors, unless otherwise specified.

1.2 WORK COVERED BY THE CONTRACT DOCUMENTS

A. The work of this project is separated into five (5) Prime Contracts.

B. Each Contractor shall take note that their contract incorporates ALL drawings, details and specifications. Though specific drawings and specification sections are the basis of each contract, the other documents in the set may also contain information relative to the work of that contract.

C. Each Contractor is aware that these Documents involve work at two (2) sites located at the School District. The addresses of these sites are as follows:
   1. DeRuyter Central School District, 711 Railroad Street, DeRuyter, NY 13052.
   2. Annex Building / DeRuyter Central School District, 711 Railroad Street, DeRuyter, NY 13052.

D. The Work of this Project is separated by the Construction Manager, Owner and Architect into a number of Prime Contracts. The Construction Manager and Architect have determined which portions of the Work of this Project belong to each Prime Contract.

E. The Prime Contracts for this project are listed as follows:
   1. Contract (GC-1) General Construction Work
   2. Contract (MC-1) Mechanical (HVAC) Work
   3. Contract (PC-1) Plumbing Work
   4. Contract (EC-1) Electrical Work
   5. Contract (ELV-1) Elevator Work

1.3 WORK UNDER SEPARATE CONTRACTS

A. One set of documents is issued covering all multiple Prime Contracts. Each Prime Contractor is to review all drawings and specifications for complete understanding and knowledge of the work.

B. Prime Contracts, in the context used in this Section, are separate contracts that represent significant elements of the Work that are performed concurrently with and in close coordination with work performed on the project under other prime contracts with the Owner.

1.4 INTENT OF DOCUMENTS

A. Plans and Specifications supplement each other and require the contractor to provide in their bid:
   1. All labor, material, tools, equipment, supervision, layout, delivery, shop drawings, submittals, appurtenances, transportation, related items, safety monitoring, etc., necessary to complete the work described in the trade contract summary of work for each Contract.
   2. All systems complete and left in good and/or specified operating condition.
   3. Any apparatus, appliance, material or work not shown on Drawings but mentioned in Specifications, or vice versa.
   4. Any accessories, reasonably inferable from Drawings and Specifications and as may be required by the manufacturer of such materials or equipment necessary to make the work complete.
   5. Any item, labeled in one location but not another, is typical, reasonably inferable from Drawings and Specifications and as may be required.

B. All sections of these Specifications as outlined in the trade contract summary of work shall apply in full to the contractor and their respective subcontractors. Notes or instructions shown on any one drawing apply to all other drawings.

C. Install all work in compliance with Plans and Specifications in excess of requirements of codes and regulations and not contrary to them.

D. The Contract Documents contemplate a finished piece of work of such character and quality as is reasonably inferable from them. The contractor shall provide full cooperation in coordinating the installation of its work with the work of others and to make its work complete and operational and in compliance with good practice. The contractor further acknowledges 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 the event of such conflict between and among the parts of the Contract Documents, the more expensive way of doing the work, the better the quality or the greater the quantity of material shall govern unless the Construction Manager otherwise directs.

E. The Drawings are schematic in nature and are not intended to show every offset and detail. The Contractor shall make adequate provisions in their bid to accommodate the actual conditions without additional cost to the Owner.

1.5 GENERAL REQUIREMENTS OF THE CONTRACT

A. One set of documents is issued covering all multiple Prime Contracts. Each Prime Contractor is to review all drawings and specifications for complete understanding and knowledge of the work.

B. Prime Contracts, in the context used in this Section, are separate contracts that represent significant elements of the Work that are performed concurrently with and in close coordination with work performed on the project under other prime contracts with the Owner.

C. All Prime Contractors are responsible for all work under their contract no matter what drawing on which that work appears, including drawings of other trade disciplines.

D. All Prime Contractors are responsible to provide and complete all Permits and Inspections, including any associated fees that may be required by any local and state code agency relative to the work of their contract.

E. All work must conform to any applicable codes including but not limited to OSHA, Federal, State, Local and Governmental Agencies having jurisdiction and / or Owner requirements.

F. Contractors shall comply with all applicable federal, state, county and municipal laws concerning pollution of surrounding public waters. All work shall be performed in such a manner that objectionable conditions will not be created in public waters through or adjacent to the project areas.

G. Local custom trade union jurisdictional settlements do not control the scope of the Work of each contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, affected contractors shall promptly negotiate a reasonable settlement to avoid or minimize interruption and delays. Prime Contractors affected by such disputes shall be responsible for any related schedule and / or cost impact.

H. Union business shall not be conducted on site. Any Union Representative that visits the site must declare what Contractor's personnel they represent and must be escorted by that Contractor's Union Steward at all times. No visitors, sales representative or non-working personnel shall be permitted on site without prior consent of the Construction Manager. No photographs shall be taken without the Construction Manager's prior approval.

I. Indoor Air Quality as a result of construction activity must be controlled. The transmission, movement or infiltration of construction dust, odors, vapors and/or other particulates is prohibited. Each Contractor is responsible for this and must take appropriate measures to control all dust, odors, vapors and/or other particulates through the use of fans, negative air machines and/or off shift work. Any degradation of IAQ in spaces will necessitate the shutdown of such operations until the IAQ in the spaces can be rectified. Failure to control the IAQ due to construction activities shall require the completion of the work during off hours.

J. Construction operations such as sanding, painting, the use of mastics, and other construction operations, that may produce an odor or a dust condition, shall be scheduled with the Construction Manager 72 hours in advance of when such operation might occur. The Construction Manager and the Owner will review the request to proceed with said construction operation and decide if the operation can be done at that time, will have to be rescheduled,

or if additional precautions need to be implemented by the Construction Manager or the Owner and shall be carried out by the Contractor at no additional cost to the project.

K. Decisions required from the Construction Manager, Architect and/or Engineer shall be anticipated by the Contractor to provide ample time for inspection, investigation or detailed drawings. A "Request for Information" shall be submitted via Procore to the Construction Manager and then via Newforma Info Exchange for further processing. Verbal requests for information will not be acted upon. Any verbal responses are not binding.

L. Cost of repair of any damage to existing or new structure, finishes, ceilings, walls, flooring, equipment, fixtures etc. caused by defective or ill-timed work shall be borne by the responsible Contractor.

M. Provide Complete all surface preparation, prime and seal substrates in accordance with the Manufacturer's recommendations for the type of substrate involved. Each Contractor shall verify compatibility of substrates as supplied by others. Starting of work shall constitute acceptance of substrates. Do not proceed with surface preparation or painting application until conditions are suitable.

N. Each Contractor is responsible for providing material to the jobsite in a manner consistent with the Bid Schedule and Phasing Plans.

O. Equipment furnished by all Contractors shall be factory painted and field protected until acceptance by the Owner. If proper protection has not been provided or maintained, the material will be refinished, repaired, or replaced by the Contractor, at the discretion of the Construction Manager at no cost to the Owner.

P. Trenches for the Work of each contract shall be provided by each contractor for their own work unless otherwise noted.

Q. Through-penetration fire stopping for the Work of each contract shall be provided by each Contractor for its own Work.

R. Except for those tests or inspections indicated to be provided by the Owner, each Contractor shall provide all testing required by the specifications or as required by various product manufacturers for the work in that contract. Copies of the test reports shall be furnished to the Architect, Construction Manager and Owner and shall be included in the O & M Manuals at project close out.

S. Substitutions: Each contractor shall cooperate with all other contractors involved to coordinate approved substitutions with the remainder of the work.

T. Schedules: In accordance with, and in addition to Division 01 Section CONSTRUCTION SCHEDULES, each Contractor will:

1. Prepare within seven (14) days of award of Contract, an overall project schedule. Contractor will indicate significant events such as submittals, shop drawings, material ordering, fabrication, delivery, coordination precedents, installation, testing and turnover by area or system as agreed with the Construction Manager.

2. This schedule will be updated monthly, showing progress and problems, and will be submitted in reproducible form to the Construction Manager by the last working day of the month.

3. Submit three (3) week look-ahead schedule (by work activity and area) to the Construction Manager each week as a revised project status. Contractors' representative will attend a weekly meeting with all contractors, chaired by Construction Manager, for the purposes of job coordination and sequencing. Each Contractor is responsible to coordinate the work of their contract with other trades and Construction Manager, and to cooperate with other trades.

U. Contractors shall proceed with critical shop drawing submittals upon receipt of a letter of intent to award.

V. Each Contractor will review other trades' shop drawings, submittals and actively participate in resolving discrepancies, conflicts, interferences, etc.

W. Contractors are aware that the intention of the Work is to follow a logical sequence; however, the Contractor may be required by Construction Manager to temporarily omit or leave out any section of its work or perform its work out of sequence. All such out of sequence work and time to revisit these areas shall be performed at no additional cost.

X. Temporary Facilities: In accordance with and in addition to Division 01 Section TEMPORARY FACILITIES AND CONTROLS each Contractor will:

1. Bear the responsibility for their own storage, office trailers, and telephone usage (all related bills). The Prime Contractors shall be responsible for their own office space (if needed by the contractor) through the use of an office trailer located on site as directed by the Construction Manager. Storage space for materials will be limited; however, where possible, the coordination and location of jobsite storage trailers will be permitted by the Construction Manager's Superintendent. Because the lay-down area available at these sites is limited, each Contractor shall plan to obtain and pay for the use of additional off-site storage or off-site work areas needed for operations, at no additional cost to the contract.

2. Have access to temporary toilet facilities as provided under Division 01 Section TEMPORARY FACILITIES AND CONTROLS. Contractor's personnel will not be permitted to use the School District's facilities including telephone, food services, toilet, etc. for their own benefit. Contractor's Superintendent must explain this to all their field forces.

3. On a daily basis, each contractor must clean up their own debris and deliver that debris to the proper dumpster.

4. Plan, provide and maintain their own access, ramping and egress as required into and out of the site, staging of trailer(s), materials, machinery and equipment in agreement with the Construction Manager's Superintendent, unless indicated differently in other sections of the Contract Documents.

5. Review Division 01 Section TEMPORARY FACILITIES AND CONTROLS for the requirements related to their scopes of work, for the temporary heat, water, ventilation and electrical requirements.

1.6 WORK SEQUENCE

A. The work will be conducted to provide the least possible interference to the activities of the Owner's operation.

B. The work is to be performed weekdays (Monday through Friday) from 7:00AM to 3:30 PM unless otherwise noted. Work cannot be performed in occupied buildings. Work in occupied spaces shall be scheduled during off-hours, vacations and weekends and coordinated with and approved by the Construction Manager/Owner. A Construction Manager Representative and Prime Contractor Supervisor shall be on site at all times that work is being performed. If a Contractor fails to maintain the progress as indicated by the milestone schedule by no other fault but its own and requires overtime to complete the work; the Contractor shall make arrangements with the Construction Manager 24 hours in advance and pay for a Construction Manager's superintendent and an Owner's representative on an overtime rate. In the event that the cause for delay is multi-contract, then the costs shall be distributed proportionately across the affected Contracts.

1. Work that coincides with Final Exam and Regents Testing shall be performed outside of the 7:00AM to 3:30 PM timeframe. Refer to Owner's website for testing dates as well as holiday break schedules: DeRuyter Central School District

C. Coordination of any utility and/or power interruption must be coordinated with the Construction Manager and Owner and shall be scheduled a minimum of 72 hours in advance. Shutdowns must occur during off hours and non-occupied days only. Each Contractor shall provide complete all terminations, removals and tie-ins as required by their Contract. Include all necessary premium time or shift work as required. Shift work must be approved in advance by the Construction Manager.

1. Obtain permits and pay all fees associated with required shutdowns, disconnections, or relocations. All existing life safety type systems and utilities are to remain operational during installation of new systems. All temporary work required to keep existing systems operational is the responsibility of the Contractor performing the work.

1.7 MANPOWER / SUPERVISION

A. Each Contractor understands that time is of the essence and will adequately man the job to successfully complete the Contract Work in accordance with the Construction Manager's Milestone Schedule. The option to work extended hours and weekends at the Contractor's expense under prior with the Construction Manager may be made available to meet this schedule at no additional cost to the Owner.

B. The Construction Manager shall have the authority to direct the contractors and subcontractors to work overtime including weekends to maintain the schedule at no additional cost to the Owner. Contractors warrant that the work shall be physically complete, including punch list, startup and commissioning, within the early start and late finish milestones.

C. Each Prime Contractor shall provide multiple crews to maintain the project schedule. Each crew shall have its' own supervision, cranes, scaffold and other means necessary to maintain the Project Schedule.

D. Each Contractor shall employ the appropriate trade personnel for their work as required. These people shall be experienced in their trades. A shortage of labor in the industry shall not be accepted as an excuse for not properly staffing each project.

E. The General Construction (GC-1) Contractor shall provide full time, non-working, onsite supervision (Field Superintendent) with all tools secured in job-site box(s) for use by all GC-1 personnel from project commencement until completion or such time as determined by the Construction Manager. This is to include supervision for all subcontractors. If supervision is reduced or terminated without the consent of the Construction manager, the Construction Manager will appoint an individual to manage work under this contract with all cost borne by the Contractor, and continues to assume all responsibilities for the appointed individual and the work of this Contract. The contractor's on-site superintendent shall be on a Full Time basis in a managerial capacity to continuously expedite, direct, supervise and coordinate the work and shall not engage in performing of actual work. The primary duties of the On-Site Supervisor are supervision of subcontractors and personnel along with coordination. A working Foreman shall not be designated by the contractor as a Superintendent.

   1. The General Construction (GC-1) Contractor's full time, non-working, onsite supervisory personnel (Field Superintendent) shall maintain current USEPA certification as a lead-based paint abatement supervisor as per 40 CFR 763.

F. All other Contractors are required to provide a working Supervisor for the duration of the project. This Working Supervisor will be required to perform all duties of an on-site Supervisor per the Contract including but not limited to: responsibility for safety, attend meetings, coordinate and expedite the work and work of subcontractors. The primary duties of the Working Supervisor are supervision of subcontractors and personnel, along with coordination.

   1. Each Contractor's supervisory personnel shall maintain current USEPA certification as a lead-based paint abatement supervisor as per 40 CFR 763.

G. The proposed Contractors' Project Manager and Field Superintendent for the project are to have sufficient experience and be successful in the proposed position. Each successful bidder shall submit resumes to the Construction Manager for the proposed Project Manager and Field Superintendent / supervisor for the project. This information will be reviewed with the Owner, Architect and Construction Manager for approval. Should the Project Manager and/or Superintendent prove unqualified for the position at any point during the project, the construction manager shall issue a letter stating that the person is to be removed from involvement in the project. Contractor shall replace with a qualified individual promptly. Such full time Field Superintendent shall be required on site until such time as all Contract Work, including punch list work, is completed, and accepted.

1.8 SITE LOGISTICS / ACCESS

A. Construction access to the site shall be limited to those designated for personnel, equipment and deliveries by the Owner. The Construction Manager shall coordinate Contractors' staging, parking and storage.

B. Each Contractor shall limit their operations, including storage of materials and prefabrication to areas designated by the Construction Manager. Contractor shall move at their own expense any stored products under Contractors' control, including excavated material, which interfere with operations of the Owner or other Contractors.

C. The Construction Manager shall indicate to the Contractors entry points to the construction areas and routes through Owner occupied areas. The Contractor will ensure that their employees use only these entry points and routes through Owner occupied areas. A specific stairwell should be assigned for construction worker use during work hours. In general, workers may not use corridors or stairs designated for the Owner.

D. Each Contractor will minimize their presence in areas that are occupied by students and staff. Construction work in these areas will generally be performed when students and staff are not present. This may require construction operations to take place at night or on weekends when the students and staff are not present. The Construction Manager's decision of when the work can take place will not entitle the Contractor to additional compensation.

E. When work is required in occupied areas of the building, contractors are to submit a written request in the form of Task Hazard Assessment (THA) to the Construction Manager 48 hours prior to the date on which work is to be performed. This written "THA" shall describe the work that is to be performed, the possible impact on the Owner's operation, time of when the work would be performed, length of time to complete the operations, safety precautions shall be indicated by the contractor to ensure the safety / comfort of the Owner's occupants and the protection of the Owner's property. The construction Manager and Owner reserve the right to suspend work activities performed without proper notice. The THA for is also to be utilized for all MEP shutdowns that may be required.

F. All Contractors must plan, provide and maintain their own access, ramping and egress as required into and out of the site, staging of trailers, materials, machinery and equipment in agreement with the Construction Manager's Superintendent. Each Contractor shall provide complete all planking and protection for walks, pavements, and curbs, etc. which are to be crossed by equipment. Trucking and delivery operations should be coordinated with Construction Manager's Superintendent and all other trades.

G. During excavation and backfill operations that interfere with other Prime Contractors means of access and egress to the site, the Prime Contractor performing the work must provide an alternate means of access and egress. Any damage to finished grades shall be repaired by the Contractor responsible for the damage.

H. The General Construction Contractor (GC-1) shall provide general snow and ice removal at staging and work areas. Each Contractor shall provide ice and snow removal at roof areas, as required for their work. Each Contractor is responsible for providing safe access to their work area.

I. Trucking and delivery operation will be coordinated with Construction Manager's Superintendent, all other trades and bus schedules. Construction Manager and Owner's personnel will not sign for or accept deliveries for contractors.

1.9 COORDINATION

A. Each Contractor shall take special care in verifying that his equipment matches the characteristics of the power being supplied. Provide written confirmation to the Construction Manager.

B. Each Contractor is required to review and include in their price all work as described and shown on Contract Documents and described in The Multiple Contract Summary. This work will include coordination of like work as required. This requirement does not exclude any cross reference within these sections or as described in the Contract Documents. If there is a discrepancy between the drawings and specifications, the Contractor shall provide the greater quantity and/or the more costly installation.

C. Each Contractor will be responsible for providing safe access in order to perform their own work, i.e., OSHA designated ladders for access only, scaffolding, stairs, lifts, removal of snow and ice, etc.

D. Each Contractor shall verify all field conditions and field dimensions. It is anticipated that actual conditions may vary from conditions shown on the drawings. The Contractor is responsible to accommodate such existing conditions and modify the work in a manner acceptable to the Architect.

E. Refer to Specification Section 01 3100 PROJECT MANAGEMENT AND COORDINATION for Coordination Drawing requirements.

F. There will be contractors, outside of this project, working at various sites. All contractors shall cooperate and coordinate with all associated contractors working on all sites.

G. Each Prime Contractor shall coordinate scheduling and installation of their work with the work of other Contractors, sub-contractors and normal building operations. All Prime Contractor on Site Supervisors shall communicate directly between each other, for coordination purposes.

H. Each Prime Contractor shall supply and coordinate exact locations of embedded items in concrete or masonry work with the General Construction, Concrete, Masonry, etc. Contractor. Each Prime Contractor shall monitor such items throughout concrete/masonry activities to ensure proper placement.

I. All valves, switches, controllers, devices, equipment, etc. that will require any type access shall NOT be installed above existing/proposed 'hard' ceilings. The nearest available accessible area shall be utilized. Coordinate any such location with the Construction Manager prior to start of work.

J. Mechanical (HVAC), Plumbing and Electrical Prime Contractors shall be responsible for providing any new wall rough opening or masonry opening dimensions to the General Construction (GC-1) Contractor. Mechanical (HVAC), Plumbing and Electrical Prime Contractors shall be responsible for any rework or additional work required due to their failure to provide this information prior to the scheduled start of wall construction.

K. All Prime Contractors shall coordinate all device and rough-in locations required with the casework shop drawings.

L. Each Project Manager and On-Site Supervisor shall have an email account with daily access.

1.10 SURVEY & LAYOUT

A. All Prime Contractors shall work from benchmarks identified in the Contract Documents and verified by a licensed surveyor employed by the Contractor.

B. Each Contractor is responsible for layout and elevations for all their work and is required to transfer all lines and grades to correctly perform all their work.

C. Each Contractor shall establish exact position of their work from reference points as shown on the Contract Drawings and shall additionally be responsible to coordinate and check with other work that is connected with their work before proceeding.
   1. Any error, apparent discrepancy or absence in or of data shown or required for accurately accomplishing work layout by the contractor, shall be referred to the Construction manager for interpretation when such is observed or required.
   2. Survey crewmen and grade foreman of the Contractor shall be knowledgeable and experienced in construction layout acceptable to the Construction Manager and Architect.
   3. Contractors shall be responsible for the accuracy of their work and shall construct all improvements in the proper locations as shown on the Contract Drawings, or as modified by Change Order or Field Work Directive.
   4. Contractors shall keep records of all layout & calculations and shall make copies of such records available to the Construction Manager and Architect at any time.

1.11 CLEAN UP REQUIREMENTS

A. Refer to Division 01 Sections EXECUTION and TEMPORARY FACILITIES AND CONTROLS for detailed information related to clean-up requirements.
B. In addition to the requirements in Division 01 Sections EXECUTION and TEMPORARY FACILITIES AND CONTROLS the following shall apply:
   1. Daily cleanup shall be considered a safety issue. If the work area is not cleaned to the satisfaction of the Construction Manager, each Contractor shall cease all work in progress and utilize all available manpower to clean the work area as necessary.
   2. Work may progress only after the area is cleaned to the satisfaction of the Construction Manager. The Construction Manager may clean up the work area with outside forces and deduct all costs from the responsible Contractor(s).

1.12 PRIME CONTRACTOR RESPONSIBILITIES

A. Each Prime Contractor shall be responsible for de-watering all excavations pertaining to their scope of work for the duration that the excavations must remain open and to maintain the project schedule.

B. Unless specifically indicated on the Contract Documents that a ceiling system is being removed, re-installed or replaced by others, each Prime Contractor shall be responsible for the removal and reinstallation of all existing ceiling systems where they have work to be installed above the ceiling. Any damage to these existing ceiling systems due to the removal and reinstallation process shall be that Contractor's responsibility to repair or replace the ceiling as directed by the Construction Manager at no additional cost to the Owner.

C. Each Prime Contractor is to survey existing work and submit to the Construction Manager a list of damaged areas (i.e. ceiling tiles, concrete sidewalks… etc.) prior to commencing work. Any damaged areas not identified prior to the work shall be responsibility of the contractor(s) working in that area.

D. Each Prime Contractor is to provide sufficient protection of their work throughout the construction period by use of Kraft paper, plastic, plywood or other means acceptable to the Construction Manager.

E. Each Prime Contractor will provide proper protection for all exterior windows and doors, as it pertains to their scope of work. A review of the proposed protection and plan on how it is used must be done with the Construction Manager and accepted prior to starting work.

F. Each Prime Contractor is responsible for locating (via instrument) all existing below-grade utilities; including but not limited to telephone, cable, data, water, sewer, gas, storm drains, fiber optics, etc. prior to any excavation work.

G. Each Contractor shall cut openings and patch as required for their work. All patching of surfaces shall be completed by tradesmen experienced in the respective type of work.

H. All Contractors must be aware that there will be no additional compensation to Contractor because of inflation or tariffs applied on materials that will be required for the project. Contractors must include in their Original Bid any anticipated escalation cost in material or purchase said material at time of award and store the materials at the Contractors expense until such time the materials can be incorporated into the project.

1.13 PROJECT REPORTING / PROJECT CONTROLS

A. Refer to Specification Section 01 3100 – PROJECT MANAGEMENT AND COORDINATION.

1.14 ALL CONTRACTS

A. Each Contractor shall provide all labor, materials, services, supervision, engineering, equipment, scaffolding, layout, deliveries, trucking, hoisting, rigging, shop drawings, submittals, and all other items related, or required to complete all work in accordance with the contract documents and all applicable codes.

B. Each Contractor represents they have expertise in the performance of work for these trades and assures all systems will be complete, fully functional, and installed in accordance with the best practices consistent with premium quality material and workmanship.

C. In accordance with Specification Section 01 5000 – TEMPORARY FACILITIES AND CONTROLS, each Contractor shall provide all items related or listed in this section as being by the Contractor.

D. Provide complete all repairs to any damages to adjacent property or other Trades work for which the Contractor is responsible. This includes, but is not limited to, restoration of all site conditions upon removal of debris and equipment, grassing, landscape, paving, sidewalks, etc.

E. Each Contractor shall provide Cutting and Patching as required for their work. Refer to Specification Section 01 7329 CUTTING AND PATCHING, for additional information.

F. Each Contractor shall provide Lead-Safe Work Practices as required for their work. Refer to Specification Section 02 8313 LEAD-SAFE WORK PRACTICES, for additional information.

G. Each Contractor is responsible for fire stopping all penetrations through walls, floors, ceilings, etc. as it relates to their work regardless of the sequence of installation (i.e. if gypsum board goes up after your install, each contractor still needs to firestop their penetrations). Refer to Division 7 for requirements.

1.15 GENERAL CONSTRUCTION WORK CONTRACT (GC-1)

A. The General Construction Contractor (GC-1) is responsible for all General Construction related work.

B. GC-1 will provide the following required submittals <u>three weeks after the signed Letter of Intent and/or Contract</u>.
   1. Division 2 – DEMOLITION. Including shoring plans and procedures prior to demolition / Hazardous Materials Removals related submittals.
   2. Division 8 – Openings related submittals:
      a. Wood / Metal Doors / Hardware
      b. Aluminum Doors / Windows.
   3. Division 9 – Finishes
      a. Acoustic Ceilings
   4. Division 11 – Equipment
   5. Division 12 – Furnishings

a. Science Casework & Countertops
b. Music Casework

C. Provide complete the work of Division 01 – GENERAL REQUIREMENTS unless stated otherwise. The listing of drawings and specifications is intended as a guide and does not relieve the Contractor of the responsibility of reviewing all drawings and specifications for bidding and coordinating with other contractors during construction.

D. In accordance with Division 01 – TEMPORARY FACILITIES AND CONTROLS, the General Construction Contractor (GC-1) shall provide all items related or listed in this section and all items listed below.

1. General Construction Contractor (GC-1) shall provide temporary stairs (Scaffold Stair Towers as indicated in TEMPORARY FACILITIES AND CONTROLS), for use by all trades for the duration of the project.

2. General Construction Contractor (GC-1) shall provide dumpsters or other means of removal of debris and excess material from the various sites. The General construction contractor (GC-1) will be responsible for all installation, trucking, tipping fees, and emptying and removal of these dumpsters or other means of removal of site debris or excess materials.

3. Temporary Office for Construction Manager:

a. General Construction Contractor (GC-1) is to provide temporary office space at: Basement of the DeRuyter CSD Building as directed by Construction Manager.
i. Provide and install two (2) type 15# ABC type fire extinguishers with wall mounts.
b. One (1) swivel type, adjustable office desk chairs, equal to HON Crio Ergonomic Office Chair or approved equal.

c. The Electrical Contractor will provide the following for the temporary Construction Manager's office at the Middle School Basement area:
i. Provide (4) circuits from nearest existing panel with capacity. Provide (6) receptacles per Construction Manager's direction. Provide (4) CAT-6 data locations for Construction Manager's temporary office in the basement of DeRuyter CSD Main Building.

d. The following new equipment is to be purchased by the General Construction Contractor (GC-1) for use by the Construction Manager and shall become the property of the School District upon completion of the project. This equipment is to be included in the General Construction Contractor's (GC-1) bid.

i. Provide Zee medical first responder kit.

4. <u>Temporary Partitions for isolation of work areas</u>: Provide 75 LF of temporary drywall partitions for location to be determined by the Construction Manager. The drywall partitions shall be double sided, ½"" drywall, studs, 2'-0" O.C., taped, finished and painted. Provide five (5) 3;-0" x 7'-0" solid core doors with hardware similar to Set 1.0 per Section 08 0671 – DOOR HARDWARE SCHEDULE. Remove all partitions and doors and restore space to original condition as directed by Construction Manager.

5. Provide a complete 70' x 70' stone laydown area in the location directed by the Construction Manager. Fencing shall be six (6) foot high chain link panel sections with (2) two 10' Wide Lockable Gates and (2) Two 4' wide Lockable personnel gates. The General Contractor shall maintain all temporary construction parking areas, temporary access roads and fences installed by Contractor for the duration of this Contract. Laydown area shall be constructed of 2" stone over fabric, no less than 6" deep. Any material lay-down and parking areas which are on existing pavement surface must be protected by the General Construction Contractor (GC-1) against damage created from storage containers and heavy materials. The Contractor will need to re-stripe the parking areas as directed by the Construction Manager. The General Construction Contractor (GC-1) must protect existing trees in the vicinity of the laydown area. The General Construction Contractor (GC-1) shall be responsible for removal and restoration of all areas disturbed by these items. The General Construction Contractor (GC-1) shall regrade and seed existing areas disturbed by their work which have no further work under the project as required to return the area to its original or specified condition. The laydown area is for the use of all trades.

6. Provide temporary fencing, storage and signage as required for beyond areas shown on site logistics drawings for all work under the GC-1 Contract.

7. Provide wash out areas for concrete, paint, drywall, grout, etc. Contractors shall not use the owner's facilities for cleanup. If this occurs, contractor shall bear the cost for pipe and drain cleaning by a professional service.

E. Each Prime Contractor shall provide concrete pads as shown, or required, for equipment under their contract.

F. Provide complete the work shown on the following drawings:
   1. ALL HAZARDOUS MATERIALS DISCIPLINE DRAWINGS
   2. ALL STRUCTURAL DISCIPLINE DRAWINGS
   3. ALL ARCHITECTURAL DISCIPLINE DRAWINGS

G. Refer to all drawings and specifications for work related to the General Construction (GC-1) Contract.
   1. ALL GENERAL CONSTRUCTION WORK SHOWN ON MECHANICAL, ELECTRICAL & PLUMBING DRAWINGS

H. Provide complete the work shown in the following General (Information Common to All Buildings) Drawings:
   1. ALL CODE REVIEW DRAWINGS
   2. ALL GENERAL INFORMATION DRAWINGS

I. Provide complete the work of DIVISION 02 – EXISTING CONDITIONS

J. Provide complete the work of DIVISION 03 – CONCRETE

K. Provide complete the work of DIVISION 04 – MASONRY

L. Provide complete the work of DIVISION 05 – METALS

M. Provide complete the work of DIVISION 06 – WOOD, PLASTICS AND COMPOSITES

N. Provide complete the work of DIVISION 07 – THERMAL AND MOISTURE PROTECTION

O. Provide complete the work of DIVISION 08 – OPENINGS

P. Provide complete the work of DIVISION 09 – FINISHES

Q. Provide complete the work of DIVISION 10 – SPECIALTIES

R. Provide complete the work of DIVISION 11 – EQUIPMENT

S. Provide complete the work of DIVISION 12 – FURNISHINGS

T. Provide complete the work of Specification Section 14 21 50 – GC/TRADE SUPPORT FOR ELEVATOR INSTALLATION as follows:
   1. The Construction Manager through DeRuyter CSD shall arrange for on-site storage area for elevator equipment. The area shall be dry and enclosed.
   2. The General Construction Contractor shall provide on site refuse containers for disposal of elevator packing material and Elevator contractor refuse.
   3. The General Construction Contractor shall provide cut-outs to accommodate elevator equipment and patching/painting of walls, floors or partitions in the hoistway and control room as directed by CM on a time and material basis.
   4. The General Construction Contractor shall provide finished flooring material in elevator car.
   5. The General Construction Contractor shall provide painting of areas surrounding entrance frames.
   6. Exclusion: The Elevator Contractor shall provide guarding and protection of the public and workers from the project site and hoistway during construction. The Elevator Contractor shall provide additional barricades for the protection of workers when the Elevator contractor is on site.
   7. Exclusion: The Electrical Contractor shall provide permanent light fixture in elevator pit together with a GFCI outlet and an appropriate switch.
   8. Exclusion: The Electrical Contractor will provide a fire alarm interface with suitable Phase 1 and Phase 2 recall and contact for fireman's hat.
   9. Exclusion: The Electrical Contractor shall provide 208Y/120V, 3-phase circuits for machines and separate 120V, 1-phase circutis for car lights/fans. All circuits shall have full-sized ground conductor.

U. Provide complete the work of DIVISION 31 – EARTHWORK

V. Provide complete the work of DIVISION 32 – EXTERIOR IMPROVEMENTS

W. Provide complete the work of DIVISION 33 - UTILITIES

X. The General Construction Contractor (GC-1) shall take part in the coordination of its work with all affected trades and shall sign-off on the Contractor's coordinated drawings.

Y. Provide complete all repairs to any damages to adjacent property or other Trades' work for which the General Construction Contractor (GC-1) is responsible. This includes but is not limited to, restoration of all site conditions, (grass, landscape, asphalt, sidewalks, athletic areas, etc.), upon removal of debris and equipment.

Z. Provide a Final Fine Cleaning of all work areas affected by all trades at all buildings from a local professional cleaning service just prior to occupancy (excluding boiler rooms, mechanical rooms and pool equipment rooms).

1.16 MECHANICAL (HVAC) WORK CONTRACT (MC-1)

A. The HVAC Work Contractor (MC-1) is responsible for all related Heating, Ventilation and Air Conditioning work.

B. The MC-1 will provide the following required submittals three weeks after signed Letter of Intent and/or Contract.
   1. 23 3416 – CENTRIFUGAL HVAC FANS
   2. 23 6313 – AIR COOLED REFRIGERANT CONDENSERS
   3. 23 7313 – AIR HANDLING UNITS
   4. 23 8101 – TERMINAL HEAT TRANSFER UNITS
   5. 23 8126.13 – SMALL-CAPACITY SPLIT-SYSTEM AIR CONDITIONERS
   6. 23 8216 – AIR COILS
   7. 23 5216 – CONDENSING BOILERS
   8. Fire Damper / Electrical / Fire-Alarm Coordination Drawings

C. Provide all labor, material, services, supervision, engineering, equipment, scaffolding, layout deliveries, trucking, hoisting, rigging, shop drawings, submittals and all other items related and required to complete all work in accordance with the Contract Documents and all applicable codes having jurisdiction.

D. The contractor represents they have expertise in the performance of work for these trades and assures all systems will be complete, fully functional, and installed in accordance with the best practices consistent with premium quality material and workmanship.

E. The equipment layout in each of the mechanical work area may need to be altered in order to accommodate the schedule. Reasons to make such revisions may include the availability of the systems to be taken 'offline' and to limit the downtime of any particular system. If the CM/Engineer determines it is beneficial to the project to revise the proposed equipment layout and utilize alternate available space within a mechanical work area, the contractors will be required to proceed with no additional costs to the Owner. The contractor is to coordinate with and provide layout drawings & schedule to the CM/Engineer for approvals prior to the start of work.

F. Provide complete the work of Division 01 – GENERAL REQUIREMENTS unless stated otherwise. The listing of drawings and specifications is intended as a guide and does not relieve the Contractor of the responsibility of reviewing all drawings and specifications for bidding and coordinating with other contractors during construction.

G. In accordance with Division 01 Section 01 5100- TEMPORARY FACILITIES AND CONTROLS THE HVAC (MC-1) Contractor shall provide temporary climate control as required to maintain a minimum of 55 degrees at all spaces at all locations at all times. Method of heating must meet NYS SED, OSHA, NEC, NFPA and any additional local, state or federal agency having jurisdiction over this project. Within 30 days of Contract Award, the Mechanical (HVAC) Contractor (MC-1) shall submit to the Construction Manager for approval a plan describing proposed system including distribution for construction and/or occupied areas.

   1. Mechanical (HVAC) Contractor (MC-1) shall provide temporary fans for each work area in order to achieve negative airflow from adjacent occupied areas.

H. Provide complete the work shown on the following drawings:
   1. ALL MECHANICAL DISCIPLINE DRAWINGS

I. Refer to all drawings and specifications for work related to Mechanical (HVAC) (MC-1) contract.

J. Provide the work of DIVISION 02 – EXISTING CONDITIONS as it relates to the Mechanical (HVAC) (MC-1) Contract.

K. Provide complete the work of DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

L. Mechanical (HVAC) (MC-1) Contractor will provide all concrete pads as shown or as required for Mechanical (HVAC) Equipment.

M. Remove and replace all ceiling systems, as required to complete the work of the Mechanical (HVAC) MC-1 Contract.

N. Mechanical (HVAC) (MC-1) will hire a professional cleaning company to provide Final Clean of the mechanical work areas at all locations upon completion of work by all trades as directed by the Construction Manager. This is to include the entire space and all equipment regardless of what trade installed it.

O. Include the installation of dampers, valves and thermal wells. The existing equipment replaced under this contract must be removed and disposed of properly by the (MC-1) Contractor. Refer to Drawings/Specifications for equipment schedules.

P. Commissioning:

1. Mechanical (HVAC) (MC-1) Contractor shall develop Pre-functional Checklists (PFC) for all equipment to be commissioned; the Owner's Commissioning Agent will work with the MC-1 Contractor to review and comment on the pre functional checklists.

2. Mechanical (HVAC) (MC-1) Contractor will execute and document the Pre-functional Checklists (PFC) and perform startup and initial checkout. The Owner's Commissioning Agent shall document that the checklists and startup were completed according to the approved plans. This may include the Owner's Commissioning Agent witnessing startup of selected equipment.

1.17 PLUMBING WORK CONTRACT (PC-1)

A. The Plumbing Work Contractor (PC-1) is responsible for all Plumbing-related work.

B. The PC-1 will provide the following required submittals three weeks after signed Letter of Intent and/or Contract.
1. 22 4000 – Plumbing Fixtures

C. Provide all labor, material, services, supervision, engineering, equipment, scaffolding, layout deliveries, trucking, hoisting, rigging, shop drawings, submittals and all other items related and required to complete all work in accordance with the Contract Documents and all applicable codes having jurisdiction.

D. The contractor represents they have expertise in the performance of work for these trades and assures all systems will be complete, fully functional, and installed in accordance with the best practices consistent with premium quality material and workmanship.

E. The equipment layout in each of the mechanical rooms may need to be altered in order to accommodate the schedule. Reasons to make such revisions may include the availability of the systems to be taken 'offline' and to limit the downtime of any particular system. If the CM/Engineer determines it is beneficial to the project to revise the proposed equipment layout and utilize alternate available space within a Mechanical Room, the contractors will be required to proceed with no additional costs to the Owner. The contractor are to coordinate with and provide boiler room layout drawings & schedule to the CM/Engineer for approvals prior to the start of work.

F. Provide complete the work of Division 01 – GENERAL REQUIREMENTS unless stated otherwise. The listing of drawings and specifications is intended as a guide and does not relieve the Contractor of the responsibility of reviewing all drawings and specifications for bidding and coordinating with other contractors during construction.

G. Provide complete the work shown on the following drawings:
1. ALL PLUMBING DISCIPLINE DRAWINGS
2. ALL LANDSCAPE DISCIPLINE DRAWINGS as it relates to the (PC-1) Contract.

H. Provide the work of DIVISION 2 – EXISITING CONDITIONS as it relates to the PLUMBING (PC-1) Contract.

I. Provide the work of DIVISION 31 – EARTHWORK as it relates to the (PC-1) Contract.

J. Provide the work of DIVISION 22 – PLUMBING.

K. Refer to all drawings and specifications for work related to the (PC-1) Contract.

L. Remove and replace all ceiling systems, as required to complete the Plumbing work.

M. Plumbing (PC-1) Contractor will provide all concrete pads as shown or as required for Plumbing Equipment.

N. Plumbing Contractor (PC-1) is responsible for all cutting and patching of slabs and walls associated with their work.

O. Plumbing Contractor (PC-1) shall provide all required gas regulators for HVAC equipment (PC-1) must coordinate with respective trade on size and quantity.

1.18 ELECTRICAL WORK CONTRACT (EC-1)

A. The Electrical Work Contractor (EC-1) is responsible for all Electrical related work.

B. The EC-1 will provide the following required submittals three weeks after the Letter of Intent and / or Contract.
   1. 26 2416 - Panelboards
   2. 26 0956 – Automatic Lighting Controls
   3. 26 5100 – Interior Lighting
   4. 28 4600 – Fire Detection and Alarm
   5. Lighting related coordination drawings
   6. Fire damper / Electrical / Fire-Alarm coordination drawings

C. Provide all labor, material, services, supervision, engineering, equipment, scaffolding, layout, deliveries, trucking, hoisting, rigging, shop drawings, submittals and all other items related and required to complete all work in accordance with the Contract Documents and all applicable codes having jurisdiction.

D. The Contractor represents they have expertise in the performance of work for these trades and assures all systems will be complete, fully functional, and installed in accordance with the best practices consistent with premium quality material and workmanship.

E. Provide complete the work of Division 1 General Requirements unless stated otherwise. The listing of drawings and specifications is intended as a guide and does not relieve the Contractor of the responsibility of reviewing all drawings and specifications for bidding and coordinating with other contractors during construction.

F. In accordance with Division 01 – TEMPORARY FACILITIES AND CONTROLS, the Electrical Work Contractor (EC-1) shall provide all items related or listed in this section and all items listed below.

   1. The Electrical Contractor will provide the following for the temporary Construction Manager's office at the DeRuyter CSD Basement area:

      a. Provide (2) circuits from existing panel. Provide (4) receptacles per Construction Manager's direction.

      b. Provide (4) CAT-6 data locations for Construction Manager's temporary office.

   2. Provide temporary electric services and (EC-1) items per Specification Section 01 5000 TEMPORARY FACILITIES AND CONTROLS.

   3. Provide generators for temporary power, lighting and life safety systems during any power shut downs and switchovers. (EC-1) to provide a task hazard analysis (THA) to the Construction Manager for approval of proposed schedule within 30 days of award. Provide for the use of generators as required to maintain power and life safety systems during shut downs and switch overs.

G. Provide complete the work shown in the following General (Information Common To All Buildings) Drawings:
   1. E-000 –GENERAL INFORMATION

H. Provide complete the work shown on the following drawings:

1. ALL ELECTRICAL DISCIPLINE DRAWINGS

I. Provide the work of DIVISION 02 – EXISTING CONDITIONS, as it relates to the (EC-1) contract.
J. Provide complete the work of Specification Section 14 21 50 – GC/TRADE SUPPORT FOR ELEVATOR INSTALLATION as follows:

1. The Elevator Contractor shall provide guarding and protection of the public and workers from the project site and hoistway during construction. The Elevator Contractor shall provide additional barricades for the protection of workers when the Elevator contractor is on site.
2. The Electrical Contractor shall provide permanent light fixture in elevator pit together with a GFCI outlet and an appropriate switch.
3. The Electrical Contractor will provide a fire alarm interface with suitable Phase 1 and Phase 2 recall and contact for fireman's hat.
4. The Electrical Contractor shall provide 208Y/120V, 3-phase circuits for machines and separate 120V, 1-phase circuits for car lights/fans. All circuits shall have full-sized ground conductor.

K. Provide complete the work of DIVISION 26 – ELECTRICAL

L. Provide all saw-cutting, excavation, backfill & compaction for installation of all below / in-slab electrical related items.

M. Provide complete the work of DIVISION 27 – COMMUNICATIONS.

N. Provide complete the work of DIVISION 28 – ELECTRONIC SAFETY AND SECURITY.

O. Refer to all drawings and specifications for work related to the (EC-1) contract.

P. Remove and replace all ceiling systems, as required to complete the Electrical work.

Q. Remove and reinstall all electrical, security, telecommunication, speakers, etc. at all locations where existing ceilings are to be removed and replaced.

R. (EC-1) will provide all concrete pads as shown or required for Electrical Equipment. (EC-1).

S. Maintain electric service to all buildings while new electric service is provided. The Contractor's proposed method shall be approved by the A/E, CM and the Owner. The equipment layout in the boiler and mechanical rooms may need to be altered in order to accommodate the schedule. Reasons to make such revisions may include the availability of the systems to be taken "offline" and to limit the down time of any particular system. If the CM/Engineer determines it is beneficial to the project to revise the proposed equipment layout and utilize alternate available space within a Boiler Room or mechanical room, the Contractors will be required to proceed at no additional cost to the Owner. The Contractors are to coordinate with and provide boiler room layout drawings and schedule to the CM/Engineer prior to the start of any work.

T. The Contractor is responsible to provide all lead safe work practices. Contractor shall presume all paint on steel contains lead and shall test and abate as required to perform their work.

1.19 ELEVATOR CONTRACT (ELV-1)

A. The Elevator Contractor (ELV-1) is responsible for all Elevator related work.
   1. Exceptions
      a. The Elevator Contractor (ELV-1) shall arrange for delivery of elevator equipment to arrive shortly prior to the start of the Elevator work. Suitable dry and enclosed storage for elevator equipment shall be provided.
      b. The General Construction Contractor (GC-1) shall provide on-site refuse containers for disposal of elevator packing material and Elevator Contractor refuse.
      c.

B. The Elevator Contractor will provide the following required submittals three weeks after the Letter of Intent and / or Contract.
   1. 14 2500 – HYDRAULIC ELEVATORS

C. Provide all labor, material, services, supervision, engineering, equipment, scaffolding, layout, deliveries, trucking, hoisting, rigging, shop drawings, submittals and all other items related and required to complete all work in accordance with the Contract Documents and all applicable codes having jurisdiction.

D. The Contractor represents they have expertise in the performance of work for these trades and assures all systems will be complete, fully functional, and installed in accordance with the best practices consistent with premium quality material and workmanship.

E. Provide complete the work of Division 1 General Requirements unless stated otherwise. The listing of drawings and specifications is intended as a guide and does not relieve the Contractor of the responsibility of reviewing all drawings and specifications for bidding and coordinating with other contractors during construction.

F. Provide complete the work of Division 14 – CONVEYING EQUIPMENT

G. Provide complete the work shown in the following Drawings:
   1. V001 – ELEVATOR NOTES, SCHEDULES, & DETAILS.

H. Provide the work of DIVISION 02 – EXISTING CONDITIONS, as it relates to the (ELV) contract.

END OF SECTION 01 1200

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 USE OF PREMISES

A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.

B. Limits: Confine constructions operations to areas indicated on the drawings.
   1. Owner Occupancy: Allow for Owner occupancy of site and use by the public.
   2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
   3. Schedule deliveries to minimize use of driveways and entrances.
      a) Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
      b) When construction operations involve the use of public streets and highway, the contractor conducting said operations shall provide certified personnel and the proper safety equipment to direct traffic safely through the street and highways

C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.3 OCCUPANCY REQUIREMENTS

A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.

B. Partial Owner Occupancy: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
   1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
   2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
   3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will provide, operate, and maintain mechanical and electrical systems serving occupied portions of building.
   4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.4 OTHER WORK RESTRICTIONS FOR WORKING IN SCHOOLS

A. There will be no contact between the Contractor or its personnel and any of the school's student or staff. The Contractor is not to take direction from anyone but the Construction Manager.

B. During periods when the school district is conducting testing (ie. State Mandated Testing, Mid Term Testing and Final, End of School Year Testing), the contractors will have to limit their construction activities as directed by the Construction Manager, so as not to disturb the testing process.

C. All occupied parts of the building affected by renovation activity will be cleaned at the close of each workday. School buildings occupied during a construction project will maintain required health, safety, and educational capabilities at all times while classes are in session. This includes school occupied parts of the building where construction activities take place when school is not in session (Off-Hours).

D. Off-hours shift work should be completed by 11:00 p.m. to allow for the proper building closure procedures to occur:

E. Union business will not be conducted on site. Any union representatives that visit the site must declare what Contractor's personnel they represent and must be escorted by that Contractor's union steward at all times. No visitors, sales representative or non-working personnel will be permitted on site without prior consent of the Construction Manager. No photographs will be taken without the Construction Manager's prior approval.

F. No visitors, sales representative or non-working personnel shall be permitted onsite without prior consent of the Construction Manager. Visitors are to sign in at the Construction Manager's field office prior to entering the site.

1.5 ASBESTOS PROHIBITION

A. There shall be no asbestos (i.e.: Zero content) in any product or material delivered to or built into the project, and it is expressly intended that the materials in these specifications and indicated on these drawings contain no asbestos (i.e.: Zero content).

B. The Contractor shall provide a certificate, at completion, which states that there is zero content of asbestos in any product or material supplied to or built into this project.

1.6 SMOKING, ALCOHOL, CONTROLLED SUBSTANCES

A. There shall be no smoking or use of alcohol or controlled substances on school property.
   1. New York State Education Law prohibits the consumption of alcohol, use of tobacco products (smoking or chewing) or the use drugs on school grounds. Anyone found consuming alcohol, using tobacco products or using drugs on school ground will be immediately and permanently removed from the project (Zero Tolerance). Also individual found consuming alcohol, using tobacco products or using drugs on school property will be subject to arrest and prosecution under the law.

1.7 SAFETY STANDARDS FOR SCHOOL CONSTRUCTION AND MAINTENANCE PROJECTS

A. Related Sections
   1. Division 01 Section SAFETY REQUIREMENTS: Additional Requirements for "Off-Gassing", Dust and Odor Control, and Noise Levels during Construction.
   2. Division 01 Section CONSTRUCTION SCHEDULE: Additional requirements relating to separation of construction areas from occupied spaces, noise control, "off-gassing" of volatile organic compounds, asbestos isolation, and lead and asbestos abatement scheduling.
   3. Division 01 Section NYSED 'RESCUE' REGULATIONS: Detailed requirements set by the New York State Education Department.
   4. Division 01 Section TEMPORARY FACILITIES: Additional requirements relating to general safety and security for construction projects, separation of construction areas from occupied spaces, cleaning occupied areas, exiting and ventilation, asbestos isolation, and control of fumes, gases and contaminants.

B. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

C. The New York State Education Department requires the School Districts to establish a Health and Safety Committee to monitor safety during school construction projects. This committee will consist of School Administrators, Teachers and others. During actual construction this committee can be expanded by the Board of Education of a particular School District to include the Project Architect, the Project Construction Manager, and even the Project Contractors. This committee will meet periodically to review and address issues related to health and safety related to the construction project. All contractors are to cooperate with the rulings of the committee and participate when asked to do so.

D. General safety and security standards for construction projects:
   1. All construction materials shall be stored in a safe and secure manner.
   2. Fences around construction supplies or debris shall be maintained.
   3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
   4. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
   5. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites,

E. Separation of construction areas from occupied spaces: Construction areas which are under the control of a contractor and are therefore not occupied by District staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants.
   1. Gypsum board must be used in exit ways or other areas that require fire rated separation.
   2. Heavy-duty plastic sheeting may be used only for a vapor, fine dust, or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
   3. A specific stairwell and/or elevator shall be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs, or elevators designated for students or school staff.

4. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
5. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety, and educational capabilities at all times that classes are in session.

F. The contractor shall provide a plan detailing how exiting required by the applicable building code will be maintained.

G. The contractor shall provide a plan detailing how adequate ventilation will be maintained during construction. The isolated portion(s) of building(s) undergoing renovations and/or additions shall contain exits that do not pass through the areas of construction. Ventilation systems must be physically separated and sealed at the isolation barriers. Isolate ventilation systems as required to allow exterior work such as roofing, flashing, siding, or soffit work to be performed on occupied buildings. Take necessary precautions and schedule work so that classes are not disrupted by noise or visual distraction.

H. Fire and Hazard Prevention – The following shall be strictly enforced:
1. No smoking is allowed on public school property, including construction areas.
2. During construction daily inspections of district occupied areas shall be conducted by school district personnel to assure that construction materials, equipment and debris do not block fire exits or emergency rescue windows.
3. Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the project.

I. Construction and maintenance operations shall not produce noise in excess of 60 dBa in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.

J. The contractor shall be responsible for the control of chemical fumes, gases, and other contaminates produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.

K. The contractor shall be responsible to ensure that activities and materials which result in “off-gassing” of volatile organic compounds such as glues, caulking, paints, furniture, carpeting, wallcovering, drapery, etc. are scheduled, cured, or ventilated in accordance with manufacturers recommendations before a space can be occupied.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1400

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing Allowances.
   1. Certain items are specified in the Contract Documents by Allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to later date when direction is provided to Contractor. If necessary, additional requirements shall be issued by Change Order.

B. Types of Allowances include the following:
   1. Quantity Allowances.
   2. Contingency Allowances.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.4 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in Allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. For allowance items that include installation as part of the allowance, submit time sheets and other documentation to show labor time and cost for installation.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 QUANTITY ALLOWANCES

A. Determine total cost of Labor Allowances as follows:

<u>Costs to be Included in Allowance Expenditures:</u>
- Cost to Contractor of specific products and materials ordered by Owner or selected by Architect
- Taxes
- Freight and Delivery to Project site

<u>Included in Contract Sum (not part of Allowance):</u>
- Contractor's costs for receiving and handling such specific products and materials at Project site
- Labor
- Installation
- Overhead and Profit

B. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
   1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.7 CONTINGENCY ALLOWANCES

A. Use the contingency Allowance only as directed by Architect and Construction Manager for Owner's purposes and only by Change Orders that indicate amounts to be charged to Allowance.

Costs to be Included in Allowance Expenditures:
- Labor
- Materials
- Equipment
- Coordination
- Taxes
- Freight and Delivery to Project site
- Installation

B. Allowances shall cover the cost to Contractor for labor, materials, equipment, coordination, and all applicable taxes. Overhead and profit, including costs for bonds and insurance shall be included in base bid Contract sum. Therefore, Contractor is NOT entitled to overhead and profit on work compensated for under an Allowance.

C. At Project closeout, credit unused amounts remaining in Contingency Allowance to Owner by Change Order.

1.8 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust Allowance amounts, prepare Change Order proposal based on difference between purchase amount and Allowance, multiplied by final measurement of work in place where applicable. If applicable, include reasonable Allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
1. Include installation costs in purchase amount only where indicated as part of the Allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit cost Allowances.
4. Owner reserves the right to establish the quantity of work in place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the Allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
1. Do not include Contractor's or subcontractor's indirect expense in Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an Allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each Allowance with related materials and installations to ensure that each Allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

1. General Construction Work (GC-1)
   a. GC-1: $30,000.00 Contingency Allowance

2. Plumbing Work (PC-1)
   a. NONE

3. Mechanical Work (MC-1)
   a. MC-1: $20,000.00 Contingency Allowance

4. Electrical Work (EC-1)
   a. NONE

A. Note: These Allowances are in addition to specific Allowances noted elsewhere in the Contract Documents.

B. Note: All work under the Allowance will be charged with NET prices only. Overhead, profit, and bond costs for allowances are included in the base bid.

END OF SECTION 01 2100

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. Overall Alternates are listed below PART 3 and broken out to responsible contracts in the Bid Forms found in Division 00. See PART 3 of this Section for an expanded description of the Alternates.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on Bid Form for certain work defined in Bidding Requirements that may be added to or deducted from Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in products, materials, equipment, systems or installation methods described in Contract Documents.

1. The cost or credit for each Alternate is the net addition to or deduction from the Contract Sum to incorporate Alternate into Work. No other adjustments are made to Contract Sum.

1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of alternates into Project.

1. Include as part of each Alternate; miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of Alternate.

2. Amounts listed for each Alternate shall include costs of related coordination, demolition, modification or adjustment.

B. Notification: Immediately following award of Contract, the Construction Manager will notify each party involved, in writing, of status of each Alternate. Notification will indicate if Alternates have been accepted, rejected or deferred for later consideration.

C. Execute accepted Alternates under the same conditions as other work of Contract.

D. The Owner reserves the right to accept alternates for a period of 45 days after the bid opening date, although a longer period may be indicated in the Schedule of Alternates, below.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE AND DESCRIPTION OF ALTERNATES

A. Listings of Alternates are found on the individual Bid Forms for each segment of the project as outlined below. Alternate prefix in Bid Forms changes according to individual Contract affected (SC-1, GC-1, MC-1, EC-1, … for example).

1. (GC) – GENERAL CONSTRUCTION WORK – CONTRACT 01

a. Alternate GC-1 – SSBA Security Office 136A Renovations

1) Bidder shall state the amount to add to the Base Bid to provide all Work associated with renovations to Security Office 136A. **Refer to DWG MB A900.**

b. Alternate GC-2 – Rms 200, 201, 202, 205 and 208 Air Conditioning Improvements

1) Bidder shall state the amount to add to the Base Bid to provide all Work associated with Air Conditioning Improvements within Rooms 200, 201, 202, 205 and 208. **Refer to DWG MB A121.**

c. Alternate GC-3 – Rm 103 HVAC Improvements

1) Bidder shall state the amount to add to the Base Bid to provide all Work associated with Room 103 HVAC Improvements. **Refer to DWG MB A122.**

d. **Alternate GC-4 – ES & HS Basketball Backstops & Controls**
   1) Bidder shall state the amount to add to the Base Bid to provide all Work associated with replacements of basketball backstops and control systems within the ES and HS Gymnasiums. **Refer to DWGS MB A103, MB A106.**

e. **Alternate GC-5 – Stair 124 Terrazzo Stair Tread Replacement**
   1) Bidder shall state the amount to add to the Base Bid to provide all Work associated with removal of existing slate stair treads and replacement with custom terrazzo matrix treads with integral grit strips. **Refer to DWG MB A401.**

2. **(MC) – MECHANICAL WORK – CONTRACT 02**

a. **Alternate MC-1 – SSBA Security Office 136A Renovations**
   1) Bidder shall state the amount to add to the Base Bid to provide all Work associated with renovations to Security Office 136A. **Refer to DWGS MB MD101, MB M101.**

b. **Alternate MC-2 – Rms 200, 201, 202, 205 and 208 Air Conditioning Improvements**
   1) Bidder shall state the amount to add to the Base Bid to provide all Work associated with Air Conditioning Improvements within Rooms 200, 201, 202, 205 and 208. **Refer to DWGS MB M102, MB M103, MB M202, MB M203, MB M500.**

c. **Alternate MC-3 – Rm 103 HVAC Improvements**
   1) Bidder shall state the amount to add to the Base Bid to provide all Work associated with Room 103 HVAC Improvements. **Refer to DWGS MB MD101, MB M101, MB M103, MB M201, MB M203, MB M500.**

3. **(PC) – PLUMBING WORK – CONTRACT 03**

a. NONE

4. **(EC) – ELECTRICAL WORK – CONTRACT 04**

a. **Alternate EC-1 – SSBA Security Office 136A Renovations**
   1) Bidder shall state the amount to add to the Base Bid to provide all Work associated with renovations to Security Office 136A. **Refer to DWG MB E106.**

b. **Alternate EC-2 – Rms 200, 201, 202, 205 and 208 Air Conditioning Improvements**
   1) Bidder shall state the amount to add to the Base Bid to provide all Work associated with Air Conditioning Improvements within Rooms 200, 201, 202, 205 and 208. **Refer to DWGS MB ER102, MB E105.**

c. **Alternate EC-3 – Rm 103 HVAC Improvements**
   1) Bidder shall state the amount to add to the Base Bid to provide all Work associated with Room 103 HVAC Improvements. **Refer to DWGS MB E100, MB E105.**

d. **Alternate EC-4 – ES & HS Basketball Backstops & Controls**
   1) Bidder shall state the amount to add to the Base Bid to provide all Work associated with replacements of basketball backstops and control systems within the ES and HS Gymnasiums. **Refer to DWGS MB ED101, MB ED102, MB E101, MB E102.**

5. **(ELV) – ELEVATOR WORK – CONTRACT 05**

a. NONE

END OF SECTION 01 2300

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Identify product or fabrication or installation method to be replaced. Include Specification Section number and title, and Drawing numbers and titles.
   1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
      b. Coordination information, including list of changes or revisions needed to other parts of Work and to construction performed by Owner and separate contractors that is necessary to accommodate proposed substitution.
      c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
      d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
      e. Samples, where applicable or requested.
      f. Certificates and qualification data, where applicable or requested.
      g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
      h. Material test reports from qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
      i. Research reports evidencing compliance with the Building Code of New York State and NYSED's Manual of Planning Standards.
      j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability or delays in delivery.
      k. Cost information, including a proposal of change, if any, in the Contract Sum.
      l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
      m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
   2. Architect's Action: If necessary, Architect shall request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect shall notify Contractor [through Construction Manager] of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request or seven (7) days of receipt of additional information or documentation, whichever is later.
      a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
      b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

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

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.
   1. Conditions: Architect shall consider Contractor's request for substitution when all the following conditions are satisfied. If all the following conditions are not satisfied, Architect shall return requests without action, except to record noncompliance with these requirements:
      a. Requested substitution is consistent with the Contract Documents and produce indicated results.
      b. Requested substitution provides sustainable design characteristics equivalent to specified product [for achieving LEED prerequisites and credits].
      c. Substitution request is fully documented and properly submitted.
      d. Requested substitution will not adversely affect Contractor's construction schedule.
      e. Requested substitution has received necessary approvals of authorities having jurisdiction.
      f. Requested substitution is compatible with other portions of the Work.
      g. Requested substitution has been coordinated with other portions of the Work.
      h. Requested substitution provides specified warranty.
      i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect shall consider requests for substitution if received within sixty (60) days after the Notice of Award]. Requests received after that time may be considered or rejected at discretion of Architect.
   1. Conditions: Architect shall consider Contractor's request for substitution when all the following conditions are satisfied. If the following conditions are not satisfied, Architect shall return requests without action, except to record noncompliance with these requirements:
      a. Requested substitution meets all requirements listed above for “Substitutions for Cause”.
      b. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
      c. Requested substitution does not require extensive revisions to the Contract Documents.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2500

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

A. Architect shall issue through Construction Manager supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time on AIA Document G710, "Architect's Supplemental Instructions" or similar form.

1.4 PROPOSAL REQUESTS

A. Owner Initiated Proposal Requests: Construction Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
   1. Proposal Requests issued by Construction Manager are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
   2. Within twenty (20) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
      a. Include a list of quantities of products required or eliminated, and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Construction Manager.
   1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
   2. Include a list of quantities of products required or eliminated, and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   4. Include costs of labor and supervision directly attributable to the change.
   5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
   6. Comply with requirements in Division 01 Section PRODUCT REQUIREMENTS if the proposed change requires substitution of one product or system for product or system specified.

1.5 ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work in place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
   1. Include installation costs in purchase amount only where indicated as part of the allowance.
   2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
   3. Owner reserves the right to establish the quantity of work in place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.
   1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
   2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.6 CHANGE ORDER PROCEDURES

A. Construction Manager shall issue Change Orders for signature by Owner and Architect, using appropriate forms.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Manager may issue Construction Work Change Directives, instructing Contractors to proceed with work for subsequent inclusion in Change Order.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Work Change Directive.
   1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2600

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Do not permit submittals marked "Revise and Resubmit" to be used at the Project site, or elsewhere where work is in progress.

1.2 SUMMARY

A. This section covers the requirements and procedures for the schedule of values and applications for payment.

1.3 DESCRIPTION

A. Submit the Schedule of Values to the Construction Manager, within ten (10) day of Award of Contract for review and approval.

B. The Schedule of Values shall be the basis of Contractor's Application for Payment.

1.4 FORM OF SUBMITTAL

A. Submit typewritten Schedule of Values on AIA Documents G732/CMa and G703.

B. Provide dollar values for labor and material for each category of work, broken out by each location, per building and SED number, additions, renovations, building area, site work.

C. Refer to Example found in Section 00 85 20 – Project Forms and Documents.

1.5 PREPARING SCHEDULE OF VALUES

A. Itemize separate line item cost for each of following general cost items.

1. Performance and Payment Bonds / Project Insurance
2. Mobilization & Demobilization (Total cost not to exceed 0.005% of total contract value)
3. Field Supervision (Total cost paid equally on a monthly basis based on duration of project)
4. Surveys and Layout
5. Temporary Facilities
6. Project Meetings / Project Safety
7. Cleaning-Up (Daily) (Total cost paid equally on a monthly basis based on duration of project)
8. Coordination Drawings
9. Submittals and Shop Drawings
10. Operations and Maintenance Manual / As-Built Drawings
11. Testing & Commissioning
12. Training
13. Project Close-Out. An amount of at least one percent (1%) of the Contract value shall be carried for this line item, but not less than $25,000.
14. Warranties
15. Punchlist
16. Each Alternate accepted
17. Each Allowance associated with the Contract
18. Each Change Order as it is issued

B. Show total costs including overhead and profit.

1.6 REVIEW AND RESUBMITTAL

A. After review by Construction Manager, revise and resubmit Schedule of Values, as needed.

B. First Application for Payment will not be approved until Construction Manager and/or Architect approves Schedule of Value format.

1.7 REQUIREMENTS AND SUBMITTAL PROCEDURE

A. Labor Rate Breakdown

1. For each Labor Classification employed or for which employment is anticipated, submit a detailed breakdown of the components of the Total Hourly Rate on the form furnished by Construction Manager. Prime Contractors shall also secure and submit an hourly labor rate breakdown for each of the Subcontractor's classifications contracted with the Prime Contractor.
2. Furnish separate pages for each time period for which labor rates are effective.
3. Calculations on the labor rate breakdown shall reflect actual costs and shall be in accordance with Contract Requirements. Hourly Rates shown on the Labor Rate Breakdown shall be the basis upon which changes for approved time and material Work is charged.

B. Submit Approved Applications for Payment to the Construction Manager by the last day of each month.

1. Draft copies shall typically be uploaded to Procore (Invoices) by the 25th of each month for review and approval by the Construction Manager's Project Manager/Superintendent prior to formal submission.
2. Applications shall reflect an accurate projection of work, which the Contractors anticipate will be completed through the end of each month, as agreed to by the Construction Manager and the Architect/Engineer.

C. With permission of the Construction Manager, stored materials can be billed for in the monthly payment application at invoice cost. No Overhead & Profit will be allowed on stored materials. Contractors will be allowed to bill for the Overhead & Profit, once the stored material is incorporated into the project. Invoices and proof of insurance for material stored must be provided with the Monthly Application for Payment when billing for stored materials. This is a requirement for materials stored on or offsite. Materials stored off site must have a certificate of insurance for said material stored offsite at a particular location. The Construction Manager may request photos be provided of materials being stored off site to verify materials are marked for this project.

D. Billing for change work will only be authorized once the work is complete and an Allowance Authorization has been issued or a Change Order has been fully executed by all parties.

1.8 FORMAT AND DATA REQUIRED

A. All amounts shall be rounded to WHOLE DOLLARS on the Application form.

B. All substantiating data and attachments required by the Contract Documents shall accompany each Application for Payment upon submission in the form required by the Construction Manager.

1. Substantiating Data for Applications for progress payments include, but are not limited to, the following requirements:
    a. Affidavit and Waiver of Lien* on the form referenced in section 00 85 20.
    Forms indicated thus (*) are for the previous month's application and are therefore to be submitted with every Application through and including the latest pay period prior to the date of submittal of the Application.

b. Contractors and subcontractors working in New York State must use the Electronic Certified Payroll Submissions system to report payrolls for public work projects and certain private construction projects receiving public funds. Payrolls must be submitted at least every 30 days for the length of the covered project. Failing to submit on time may result in penalties of up to $100 per day following a 14-day grace period.
c. Invoices including the true value being billed and/or photographs for stored material.

C. When the Construction Manager requires additional substantiating data, Contractors shall promptly submit suitable information with a cover letter.

D. Payments will not be allowed on work items without approved Submittals.

E. Transmittal: Submit a signed and notarized digital copy of each Application for Payment to the Construction Manager. All applications for payment shall be complete, including waivers of lien, documentation that certified payroll is current and similar attachments.

1.9 FINAL APPLICATION FOR PAYMENT

A. Completion of all Work includes completion of all items noted on all Punch Lists, which have been forwarded to the Contractors.

B. Upon final completion of all work, Contractors may submit an Application for Final Payment, which shall include:

1. Executed "Final Release" (Final Waiver of Claims and Liens and Release of Rights).
2. Contractor's Affidavit of Payment of Debt and Claims, AIA Document G706.
3. Contractor's Affidavit of Release of Liens, AIA Document G706A.
4. Executed "Final Release from Subcontractor or Supplier" from each Subcontractor and Supplier.
5. Executed "Consent of Surety Company to Final Payment"(AIA Document G707), if applicable.

C. Full and Final Payment will not be made until the following have been supplied, approved and accepted by the Owner, Construction Manager and the Architect/Engineer.

1. One (1) year written warranty (Maintenance Guarantee).
2. Current certificate of insurance to coincide with the warranty period.
3. The required number of copies of all written guarantees, warranties, operating and maintenance manuals, and test results.
4. Documentation that all verbal and written instructions and instruction sessions required by the Contract have been completed. Deliver video recorded training on digital media to be inserted into Operation and Maintenance Manuals.
5. The required number of copies of all Project Record Documents including "As-built" drawings, approved Shop Drawings and Product Data.
6. All materials and equipment required as stock.
7. Any other requirement of the Contract Documents which is outstanding.
8. Certificate of Compliance.
9. Certificate of completion of all Substantial Completion Inspection Report and Final Completion Inspection Report items (commonly referred to as punch-list items).

1.10 REQUISITIONING INSTRUCTIONS

A. Any requisitions submitted using other forms than those referenced in this manual will be returned. Submission of all required forms is a condition precedent to payment.

B. The Partial Waiver of Lien is to be for the current requisition and the Affidavit of Payments is to be for the previous requisitions and is to be submitted starting with the second requisition. The Final Waiver of Lien is to accompany the final requisition.

C. All insurance certificates and bonds must be submitted and approved in accordance with the contract requirements prior to submitting or processing of requisitions. NO PAYMENTS WILL BE MADE UNTIL SATISFACTORY INSURANCE CERTIFICATES AND BONDS ARE RECEIVED.

D. Requisitions are to be submitted according to the Payment Application Schedule and shall reflect work anticipated to be completed by the end of the month. Requisitions submitted after the dates shown on the Payment Application Schedule may not be processed until the following month. Once an amount has been approved for payment, no further monies can be approved until a new requisition has been received. Until final payment has been made on a contract, requisitions should be submitted each month.

E. Application for Payment

1. This schedule includes the following:
    a. The figures under the Contract and Orders and Value of Work Completed are the totals and should be indicated on a summary page.
    b. Deductions include retained percentage and amount as per the contract, total payments received by the date of the requisition and back-charge totals to date.
    c. The balance due for payment at this request is the value of the work completed less deductions.

F. Time and Material work is handled by the issuance of Change Orders or authorized against the Allowance and can be processed only upon completion of the Rate Sheets for each labor category in conformance with the Contract.

G. Field tickets are to be submitted to the Construction Manager's Superintendent / Project Manager. Contractor must obtain the written approval of the Superintendent for all field tickets. Field tickets without the Superintendent's approval will not be processed.

H. Invoices are to be submitted to the Construction Manager for issuance of a Change Order or Allowance authorization with a copy of the approved field ticket.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. General coordination procedures.
   2. Coordination drawings.
   3. Submittals
   4. Requests for Information (RFIs).
   5. Project Websites and management tools.
   6. Invoices (Procore)
   7. Requests for Quotation (Procore)
   8. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

1.3 DEFINITIONS

A. RFI = Request for Information from Contractor seeking information or clarifications of Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare written summary identifying individuals or firms proposed for each portion of Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
   1. Name, address, and telephone number of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.
   3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within fifteen (15) days of starting construction operations, submit list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
   1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.
   4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service and repair of all components, including mechanical and electrical.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
   1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of Contractor's construction schedule.
   2. Preparation of Schedule(s) of Values.
   3. Installation and removal of temporary facilities and controls.

4. Delivery and processing of submittals.
5. Progress meetings.
6. Pre-installation conferences.
7. Project closeout activities.
8. Startup, commissioning and adjustment of systems.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
   1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.6 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
   1. Content: Project-specific information, drawn accurately to scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
      a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
      b. Coordinate the addition of trade specific information to coordination drawings by multiple contractors in a sequence that best provides for coordination of information and resolution of conflicts between installed components before submitting for review.
      c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
      d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
      e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
      f. Indicate required installation sequences.
      g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to Contract.

B. Organize Coordination Drawings as follows:
   1. Floor plans and reflected ceiling plans: Show architectural and structural elements, and mechanical, plumbing, fire protection, fire alarm, and electrical Work. Show locations of visible ceiling mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
   2. Plenum Space: Indicate sub-framing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
   3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire protection, fire alarm, and electrical equipment.
   4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
   5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
   6. Mechanical and Plumbing Work: Show the following:
      a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
      b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts, and electrical distribution equipment.
      c. Fire rated enclosures around ductwork.
   7. Electrical Work: Show the following:
      a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
      b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire alarm locations.
      c. Panel board, switch board, switchgear, transformer, bus way, generator, and motor control center locations.
      d. Location of pull boxes and junction boxes dimensioned from column center lines.
   8. Fire Protection System: Show the following:
      a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
   9. Review: Architect shall review coordination drawings to confirm that Work is being coordinated, but not for the details of coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail or are otherwise deficient, Architect shall so inform Contractor, who shall make changes as directed and resubmit.
   10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Division 01 Section SUBMITTAL PROCEDURES.

C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Submittal Format: Submit or post coordination drawing files using Portable Data File (PDF) format.

1.7 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Prime Contractor (only) shall prepare and submit an RFI to the Construction Manager, using Procore.
   1. If deemed relevant, Construction Manager will forward RFI to Architect via Procore / Newforma exchange.
   2. Construction Manager will return RFIs submitted by other entities controlled by Contractor, with no response.
   3. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
   1. Project name.
   2. Project number.
   3. Date.
   4. Name of Contractor.
   5. Name of Architect and Construction Manager.
   6. RFI number, numbered sequentially.
   7. RFI subject.
   8. Specification Section number and title and related paragraphs, as appropriate.
   9. Drawing number and detail references, as appropriate.
   10. Field dimensions and conditions, as appropriate.
   11. Contractor's suggested resolution.
      a. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   12. Contractor's signature.
   13. Attachments: Include sketches, descriptions, measurements, photos, product data, shop drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
      a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
      b. Attachments shall be in Portable Data File (PDF) format.

C. Architect's and Construction Manager's Action: Architect and Construction Manager will review each relevant RFI, determine action required, and respond. Allow seven (7) working days for Architect's response for each RFI. RFIs received by Architect or Construction Manager after 1:00 p.m. will be considered as received the following working day.
   1. The following Contractor generated RFIs will be returned without action:
      a. Requests for approval of submittals.
      b. Requests for approval of substitutions.
      c. Requests for approval of Contractor's means and methods.
      d. Requests for coordination information already indicated in the Contract Documents.
      e. Requests for adjustments in the Contract Time or the Contract Sum.
      f. Requests for interpretation of Architect's actions on submittals.
      g. Incomplete RFIs or inaccurately prepared RFIs.
      h. Unnecessary or frivolous RFIs.
   2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
   3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section CONTRACT MODIFICATION PROCEDURES.
      a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within ten (10) days of receipt of the RFI response.

1.8 PROJECT WEBSITES AND MANAGEMENT TOOLS

A. Contractors shall use Construction Manager's and Architect's Project Websites for purposes of managing project communication and documentation until Final Completion.

B. Construction Manager's and Architect's Project Management Tools will be Procore and Newforma Info Exchange. Prime Contractors (and Construction Manager) will receive a no-cost electronic invitation to participate as "external members", and will be able to send and review Submittals, RFIs, RFQ's, Daily Logs, Inspections, Payment Applications (invoices) and other documents. A sample screen is shown below. For more information, visit www.newforma.com .

C. Each Contractor shall provide its management personnel assigned to this Project with access to personal computers and the internet, using a reliable ISP.

D. Contractors shall visit the Project websites on a daily basis, and as necessary to be kept fully appraised of Project developments, for correspondence, assigned tasks and other matters that transpire on the site.

E. Each Contractor shall use Procore and Newforma to submit their daily logs / daily reports on their activities for each day they are on site. These reports will be submitted in the prescribed format and detail required. These reports shall be entered in a timely manner (within two days of the work being done). If these reports are not entered in a timely manner or in acceptable detail, it will have a direct effect on approvals of monthly payment applications.

1.9 PROJECT MEETINGS

A. General: Construction Manager shall schedule and conduct meetings and conferences at Project site unless otherwise indicated.
   1. Attendees: Construction Manager will inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
   2. Agenda: Construction Manager will prepare the meeting agenda and distribute the agenda to all invited attendees.
   3. Minutes: Construction Manager will record significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned, within five (5) days of the meeting.

B. Preconstruction Conference: Construction Manager shall schedule and conduct a preconstruction conference before starting construction, at time convenient to Owner and Architect, but no later than fifteen (15) days after execution of Agreement.
   1. Construction Manager shall conduct conference to review responsibilities and personnel assignments.
   2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Construction Manager, Architect and their consultants; Prime Contractors and their superintendents; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
   3. Agenda: Discuss items of significance that could affect progress, including the following:
      a. Tentative construction schedule and working hours
      b. Phasing.
      c. Critical work sequencing and long lead items.
      d. Designation of key personnel and their duties.
      e. Lines of communications.
      f. Procedures for processing field decisions and Change Orders.
      g. Procedures for RFIs.

h. Procedures for testing and inspecting.
i. Procedures for processing Applications for Payment.
j. Distribution of the Contract Documents.
k. Submittal procedures.
l. Preparation of record documents.
m. Use of the premises and existing building s and facilities.
n. Work restrictions and NYSED requirements for School Projects.
o. Owner's occupancy requirements.
p. Responsibility for temporary facilities and controls.
q. Procedures for moisture and mold control.
r. Procedures for disruptions and shutdowns.
s. Construction waste management and recycling.
t. Parking availability.
u. Office, work, and storage areas.
v. Equipment deliveries and priorities.
w. First aid, safety and security.
x. Progress cleaning.

4. Minutes: Construction Manager will record and distribute meeting minutes.

C. Pre-installation Conferences: Construction Manager shall conduct pre-installation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend meeting. Construction Manager will advise Architect and Owner's Commissioning Authority of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
   a. Contract Documents.
   b. Options.
   c. Related RFIs.
   d. Related Change Orders.
   e. Purchases.
   f. Deliveries.
   g. Submittals.
   h. Review of mock-ups.
   i. Possible conflicts.
   j. Compatibility requirements.
   k. Time schedules.
   l. Weather limitations.
   m. Manufacturer's written instructions.
   n. Warranty requirements.
   o. Compatibility of materials.
   p. Acceptability of substrates.
   q. Temporary facilities and controls.
   r. Space and access limitations.
   s. Regulations of authorities having jurisdiction.
   t. Testing and inspecting requirements.
   u. Installation procedures.
   v. Coordination with other work.
   w. Required performance results.
   x. Protection of adjacent work.
   y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress and Coordination Meetings: Construction Manager will conduct progress and coordination meetings at bi-weekly intervals.

1. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
   1) Review schedule for next period.
b. Review present and future needs of each entity present, including the following:
   1) Safety, hazards and risks.
   2) Interface requirements.
   3) Sequence of operations.
   4) Status of submittals.
   5) Deliveries.
   6) Off-site fabrication.
   7) Access.
   8) Site utilization.
   9) Temporary facilities and controls.
   10) Progress cleaning.
   11) Quality and work standards.
   12) Status of correction of deficient items.
   13) Field observations.
   14) Status of RFIs.
   15) Status of proposal requests.
   16) Pending changes.
   17) Status of Change Orders.
   18) Pending claims and disputes.
   19) Documentation of information for payment requests.

3. Minutes: Construction Manager will record and distribute meeting minutes.

E. Project Closeout Conference: Construction Manager will schedule and conduct a project closeout conference, at a time convenient to Owner, Architect and Commissioning Authority, but no later than thirty (30) days prior to the scheduled date of Substantial Completion.
1. Construction Manager will conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect and their consultants; Contractors and their superintendent(s); major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
   a. Preparation of record documents.
   b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
   c. Submittal of written warranties.
   d. Requirements for preparing operations and maintenance data.
   e. Requirements for delivery of material samples, attic stock, and spare parts.
   f. Requirements for demonstration and training.
   g. Preparation of Contractor's punch list.
   h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
   i. Submittal procedures.
   j. Coordination of separate contracts.
   k. Owner's partial occupancy requirements.
   l. Installation of Owner's furniture, fixtures, and equipment.
   m. Removal of temporary facilities and controls.
4. Minutes: Construction Manager will record and distribute meeting minutes.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3100

PART 1 – GENERAL

1.1 DESCRIPTION

A. Each Contractor shall prepare an Overall Project Schedule for its portion of the project.

B. Each Contractor shall submit to the Construction Manager (weekly) a three-week work and coordination plan, which correlates to Contractor's overall Project construction schedule.

C. Construction Manager shall approve or request modification of schedule submittals and work with Contractors to achieve overall project goals. Construction Manager will establish and update a master project schedule based upon approved schedule submittals.

D. Approved schedules will be made available to all contractors.

E. Each contractor is to review the approved schedules of other contractors and attempt to resolve any conflicts. Unresolved conflicts, or any problem that may affect overall project goals, shall be immediately brought to the attention of Construction Manager.

F. Related requirements specified elsewhere.
   1. General Conditions

1.2 PROJECT SCHEDULE DESCRIPTIONS

A. Contractor's initial Overall Project Schedule shall be based upon and respond to overall project objectives and information available to contractor through direct observation, research and examination of other approved project schedules and documents, and discussions with Construction Manager. This initial schedule shall be submitted within 21 (twenty-one) days of Contract award. Once approved by Construction Manager, the schedule shall be considered Contractors Overall Project Schedule and is to be updated monthly and attached to applications for payment. Points of interface with all other trades, prerequisite work, durations, milestones and overall project objectives shall be detailed.

B. Three-week work and coordination plans shall be prepared weekly and shall correlate with contractor's Overall Project Schedule as approved. These plans are to be submitted two working days prior to the scheduled weekly site progress meetings. Construction Manager will review these plans and publish it, as approved, to other contractors.

C. Construction Manager's Master Project Schedule will be based upon project objectives and contractors' approved schedules as described above. Periodic reviews of the master schedule will be held with contractors throughout the duration of the project. Contractors shall participate in developing, implementing, updating and maintaining the master schedule.

D. Integrate delivery dates of critical items of materials and equipment into the schedule. Contractor shall keep himself apprised of the status of shipping dates, shipments and deliveries throughout the project shall communicate with suppliers as necessary to assure compliance and shall be responsible for notifying the Construction Manager and other contractors of changes in delivery dates which affect the progress of the project.

1.3 FORM OF SCHEDULE

A. Contractors Overall Project Schedule shall be submitted on a full size print. Contractors must use Computer Software programs for the schedule.
   1. The Contractor’s shall submit the Overall Project Schedule in Microsoft Project or approved equal and in Portable Document Format (PDF).

B. Three-week work schedule and coordination plans shall be submitted on forms provided in 00 8520 Project Forms and Documents or similar form approved by the Construction Manager. After each Prime Contractor has submitted their individual master schedules, the Construction Manager will update the master schedule and upload it to Procore. Three-week look ahead scheduling will be available for all prime contractors to utilize through Procore after the master schedule has been uploaded.

      a. Prime Contractors shall utilize the three-week look ahead feature in Procore.

1.4 CONTENT OF SCHEDULE

A. In addition to items described in 1.2 above, Contractors Overall Project Schedule shall show percent complete for each activity, for each monthly update. Required man-loading, submittals and approvals must also be shown.

B. Three-week work and coordination plans shall show man-loading and planned durations for each category of work. Prerequisite work and interface necessary with other trades must be shown.

1.5 UPDATING

A. Update the Contractor's Overall Project Schedule monthly and the three-week work coordination plan weekly.

B. Include:
1. Actual progress to date, indicated by a vertical line through the Category of Work.
2. Major changes in scope.
3. Activities modified since previous updating.
4. Revised projection due to changes.

C. If Contractor is behind schedule, Contractor to provide a “Recovery Schedule” showing how contractor will increase man power, expedite deliveries and recover the schedule to its original approved Master Schedule.

1.6 SUBMITTALS

A. All schedules submitted must be neat, legible, and reproducible.

B. Schedules are subject to the review and acceptance of Construction Manager.

C. Distribution of accepted schedules will be made by the Construction Manager.

1.7 BID SCHEDULE AND PHASING PLANS

A. Attached to this section is a milestone schedule and phasing plans. This Milestone Schedule and phasing plans shall become part of the Contract Documents. All Contractors shall take this preliminary schedule and phasing into account when bidding this project. The schedule and phasing plans shows early start and late finish dates.

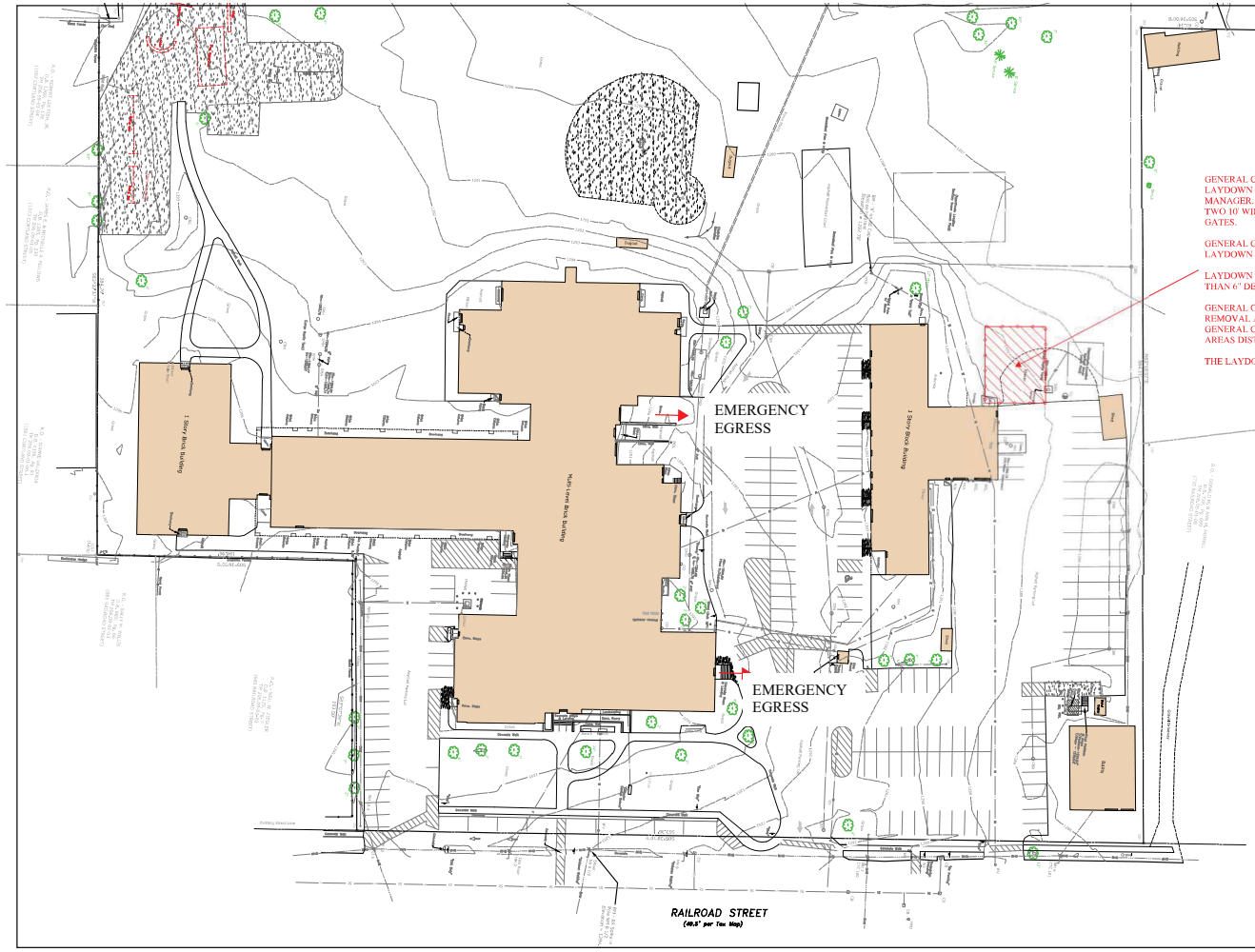
END OF SECTION 01 3101

DeRuyter CSD 2024 Capital Project
Milestone Schedule

Schedule Updated on Sun 9/13/26
Data Date: Sat 2/10/24

ID	Name	Duration	Start	Finish
1	DeRuyter CSD - 2024 Capital Project	717 days	Mon 3/3/25	Wed 12/29/27
2	DCSD Calendar - Key Dates	147 days	Mon 2/16/26	Wed 9/9/26
9	Milestones and Contract Dates	283 days	Thu 9/17/26	Fri 10/29/27
10	Milestones	283 days	Thu 9/17/26	Fri 10/29/27
11	Bidding	21 days	Thu 9/17/26	Thu 10/15/26
12	Recommendation of Award	1 day	Fri 10/23/26	Fri 10/23/26
13	Notice to Proceed / Contracts	15 days	Mon 10/26/26	Fri 11/13/26
14	Submittal Process	60 days	Mon 10/26/26	Mon 1/25/27
15	Construction Start	0 days	Wed 12/23/26	Wed 12/23/26
16	Science Classroom Renovations 212 & 214 - (Except Casework)	37 days	Wed 12/23/26	Wed 2/17/27
17	Science Classroom Renovations 212 & 214- Casework over Break Periods	25 days	Mon 3/15/27	Fri 4/16/27
18	Science Classroom Renovations 209	80 days	Mon 4/19/27	Mon 8/9/27
19	Band / Choral Renovations - 2026	145 days	Mon 2/15/27	Tue 9/7/27
20	Elevator Modernization	55 days	Mon 6/14/27	Fri 8/27/27
21	Miscellaneous Roof Flashing Work	30 days	Mon 6/14/27	Fri 7/23/27
22	Loading Dock - Near Receiving	45 days	Mon 6/28/27	Fri 8/27/27
23	ES & HS Gymnasiuim - Basketball Backstop Replacements	20 days	Mon 7/5/27	Fri 7/30/27
24	Stairway Renovation Work - 2027 - Alternate	47 days	Mon 6/28/27	Tue 8/31/27
25	Classroom HVAC Replacements / Cooling Scope- 2027 - Alternate	47 days	Mon 6/28/27	Tue 8/31/27
26	Substantial Completion	0 days	Thu 9/30/27	Thu 9/30/27
27	Final Completion	0 days	Fri 10/29/27	Fri 10/29/27
28	Preconstruction	392 days	Mon 3/3/25	Tue 9/15/26
29	Construction	217 days	Wed 12/23/26	Fri 10/29/27
30	Punchlist, Commissioning & Close-Out	40 days	Mon 11/1/27	Wed 12/29/27

Task | Milestone | Completed Milestone | Critical Milestone | Summary | Critical | Progress



GENERAL CONSTRUCTION CONTRACTOR SHALL PROVIDE A 60' by 60' STONE LAYDOWN AREA IN A LOCATION DIRECTED BY THE CONSTRUCTION MANAGER. FENCING SHALL BE SIX (6) HIGH CHAIN LINK PANELS WITH (2) TWO 10' WIDE LOCKABLE GATES AND (2) TWO 4' WIDE LOCKABLE PERSONNEL GATES.

GENERAL CONSTRUCTION CONTRACTOR SHALL MAINTAIN ALL TEMPORARY LAYDOWN AREAS AND FENCES FOR THE DURATION OF THE PROJECT.

LAYDOWN AREA SHALL BE CONSTRUCTED OF 2" STONE OVER FABRIC, NO LESS THAN 6" DEEP.

GENERAL CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND RESTORATION OF ALL AREAS DISTURBED BY THESE ITEMS. GENERAL CONSTRUCTION CONTRACTOR SHALL REGRADE AND SEED EXISTING AREAS DISTURBED BY THEIR WORK.

THE LAYDOWN AREA IS FOR THE USE OF ALL TRADES.

SITE LOGISTICS PLAN

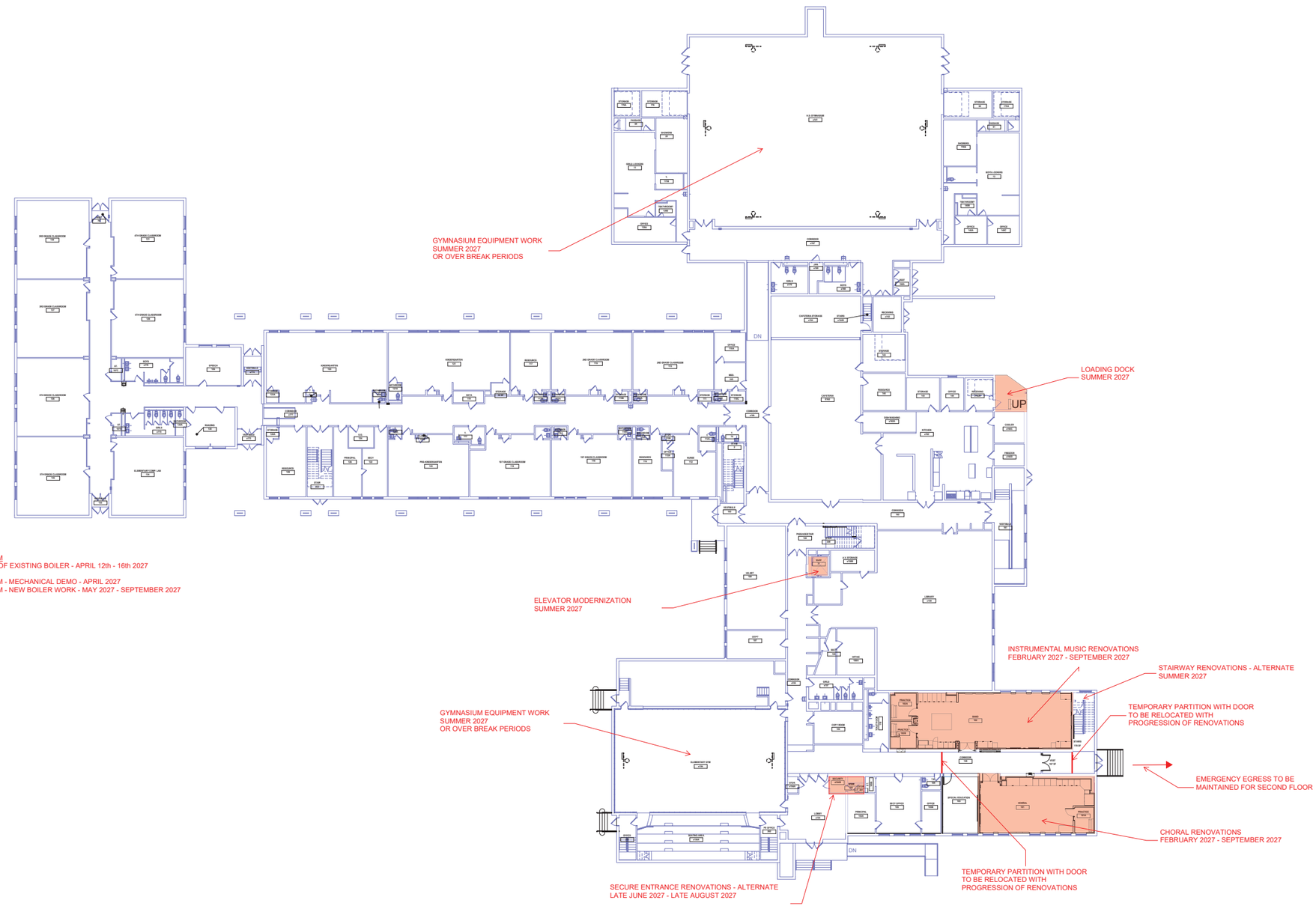
SL-01

THESE DOCUMENTS WERE PREPARED UNDER THE DIRECT SUPERVISION OF A LICENSED PROFESSIONAL. THE DOCUMENTS AND ALL THE IDEAS, ARRANGEMENTS, DESIGNS AND PLANS ARE OWNED BY AND COMMON LAW PROPERTY OF ASHLEY MCGRAW ARCHITECTS P.C. THESE DOCUMENTS ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THE PROJECT SPECIFIED HEREIN WITHOUT THE WRITTEN PERMISSION OF ASHLEY MCGRAW ARCHITECTS P.C. THE OCCUPANT OF THE PREMISES IS GRANTED A LICENSE TO USE THE DOCUMENTS FOR THE PURPOSE OF OCCUPANCY. THE OCCUPANT MAY NOT REPRODUCE, PUBLISH OR DISTRIBUTE THE DOCUMENTS IN ANY WAY UNLESS AUTHORIZED BY THE DIRECTOR OF A LICENSED ARCHITECT OR ENGINEER.

THE LINE SHOWN ABOVE IS EQUAL TO ONE INCH (1IN.) IF THIS MEASUREMENT DOES NOT EQUAL 1IN. THE DRAWING IS NOT TO SCALE

THE SQUARES ABOVE ARE COLOR SETPOINTS AND MAY ALSO BE USED TO CHECK PRINTER CALIBRATION

12/22/2025 9:53:46 AM



A1 FLOOR PLAN-OVERALL- LEVEL 01
1/16" = 1'-0"

TRUE NORTH PROJECT NORTH

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ASHLEY MCGRAW
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SYRACUSE, NEW YORK 13202

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DERUYTER CSD 2024 CAPITAL PROJECT

MAIN BUILDING
711 RAILROAD STREET
DERUYTER, NY 13052

SED: 25-03-01-04-0-001-024

AW JOB NO. **23062**

REV. NO.	REV. DATE	REV. DESCRIPTION

PROJECT STATUS: **BID DOCUMENTS**

DATE ISSUED:

FIRST FLOOR
PHASING
PLAN

PH-100

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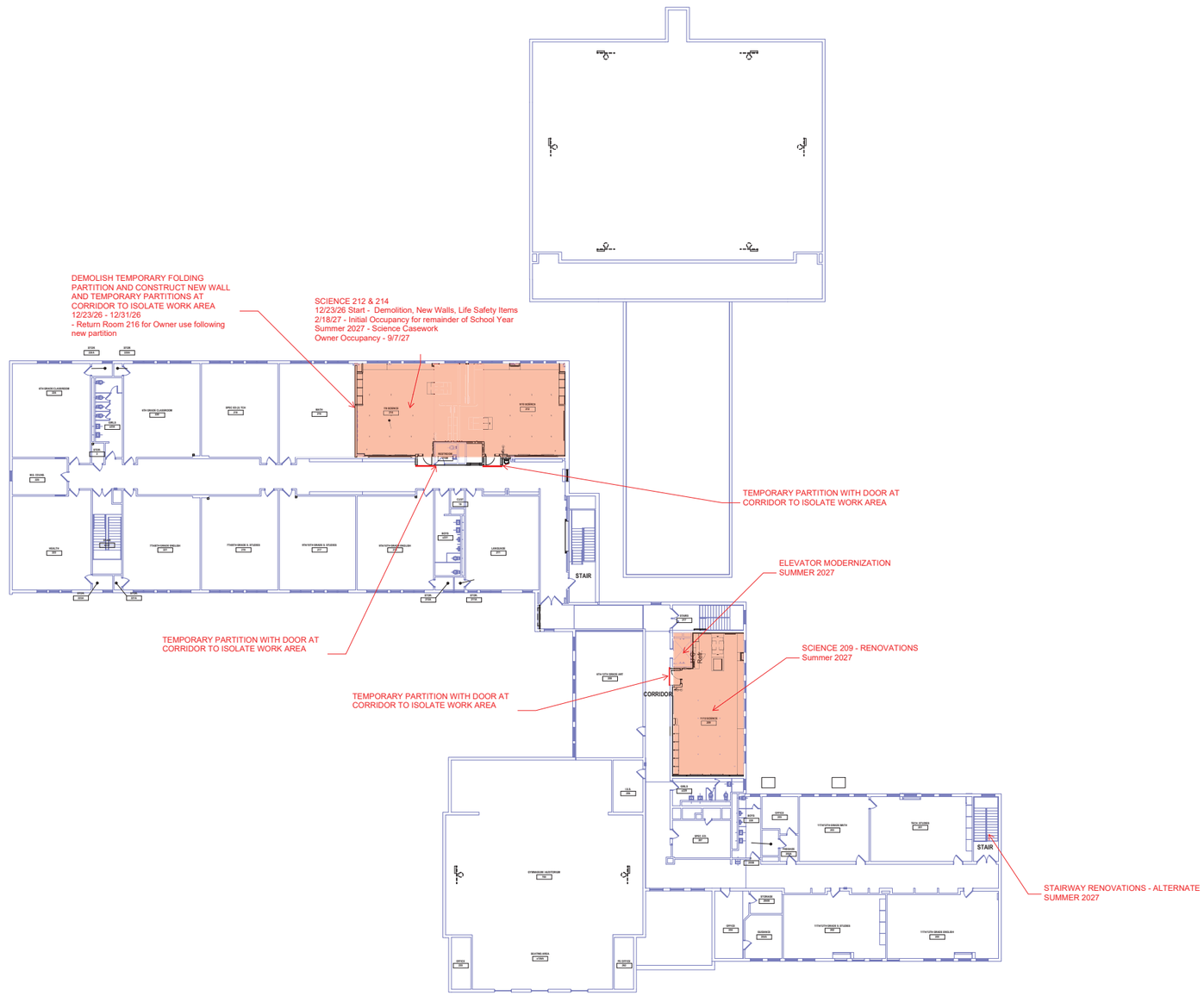

A1 FLOOR PLAN-OVERALL- LEVEL 02
1/16" = 1'-0"

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DERUYTER CSD 2024 CAPITAL PROJECT
MAIN BUILDING
711 RAILROAD STREET
DERUYTER, NY 13052
SED: 25-03-01-04-0-001-024

AM JOB NO.
23062

REV. NO.	REV. DATE	REV. DESCRIPTION

PROJECT STATUS:
BID DOCUMENTS

DATE ISSUED:

SECOND FLOOR PHASING PLAN

PH-102

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Start-Up Construction Schedule.
   2. Contractor's Construction Schedule.
   3. Construction Schedule updating reports.
   4. Daily Construction Reports.
   5. Material Location Reports.
   6. Site Condition Reports.
   7. Special Reports.

1.3 DEFINITIONS

A. Activity: A discrete part of project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in construction schedule consume time and resources.
   1. Critical Activity: An activity on the critical path that must start and finish on planned early start and finish times.
   2. Predecessor Activity: An activity that precedes another activity in network.
   3. Successor Activity: An activity that follows another activity in network.

B. Cost Loading: The allocation of Schedule of Values for completion of activity as scheduled. The sum of costs for all activities must equal total Contract Sum unless otherwise approved by Architect.

C. CPM: Critical Path Method, is a method of planning and scheduling construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and critical path of Project.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes minimum overall Project duration and contains no float.

E. Event: Starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.
   1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
   2. Free float is the amount of time an activity can be delayed without adversely affecting early start of successor activity.
   3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Fragment: Partial or fragmentary network that breaks down activities into smaller activities for greater detail.

H. Major Area: A story of construction, separate building or similar significant construction element.

I. Milestone: Key or critical point in time for reference or measurement.

J. Network Diagram: Graphic diagram of network schedule, showing activities and activity relationships.

K. Resource Loading: Allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:
   1. Working [electronic] [paper] copy of schedule file, where indicated.
   2. PDF electronic file.

B. Start-Up construction schedule.
   1. Approval of cost loaded, start-up construction schedule does not constitute approval of Schedule of Values for cost loaded activities.

C. Start-Up Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor's Construction Schedule: Initial schedule of size required to display entire schedule for entire construction period.
   1. Submit working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
   1. Activity Report: List of all activities sorted by activity number and then early start date or actual start date if known.
   2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
   3. Total Float Report: List of all activities sorted in ascending order of total float.
   4. Earnings Report: Compilation of Contractor's total earnings from Notice to Proceed until most recent Application for Payment.

F. Construction Schedule Updating Reports: Submit with Applications for Payment.

G. Daily Construction Reports: Submit at weekly intervals.

H. Material Location Reports: Submit at monthly intervals.

I. Site Condition Reports: Submit at time of discovery of differing conditions.

J. Special Reports: Submit at time of unusual event.

K. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

B. Pre-Scheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section PROJECT MANAGEMENT AND COORDINATION. Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
   1. Review software limitations and content and format for reports.
   2. Verify availability of qualified personnel needed to develop and update schedule.
   3. Discuss constraints, including phasing, work stages, area separations, interim milestones, and partial Owner occupancy.
   4. Review delivery dates for Owner-furnished products.
   5. Review schedule for work of Owner's separate contracts.
   6. Review submittal requirements and procedures.
   7. Review time required for review of submittals and resubmittals.
   8. Review requirements for tests and inspections by independent testing and inspecting agencies.
   9. Review time required for Project closeout and Owner start-up procedures, including commissioning activities.
   10. Review and finalize list of construction activities to be included in schedule.
   11. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
   1. Secure time commitments for performing critical elements of the Work from entities involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Time Frame: Extend Contractor's Construction Schedule from date established for [commencement of Work] [Notice of Award] [Notice to Proceed] to date of [Substantial Completion] [final completion].
   1. Contract completion date shall not be changed by submission of Contractor's Construction Schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each building story or separate area as separate numbered activity for each main element of Work. Comply with the following:
   1. Activity Duration: Define activities so no activity is longer than twenty (20) days, unless specifically allowed by Architect.
   2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring cycle of more than sixty (60) days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
   3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section SUBMITTAL PROCEDURES in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
   4. Start-Up and Testing Time: Include no fewer than fifteen (15) days for start-up and testing.
   5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
   6. Punch List and Final Completion: Include not more than thirty (30) days for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
   1. Phasing: Arrange list of activities on schedule by phase.
   2. Work under More Than One (1) Contract: Include separate activity for each contract.
   3. Work by Owner: Include separate activity for each portion of Work performed by Owner.
   4. Products Ordered in Advance: Include separate activity for each product. Include delivery date indicated in Division 01 Section SUMMARY OF WORK. Delivery dates indicated stipulate the earliest possible delivery date.
   5. Owner Furnished Products: Include separate activity for each product. Include delivery date indicated in Division 01 Section SUMMARY OF WORK. Delivery dates indicated stipulate earliest possible delivery date.
   6. Work Restrictions: Show effect of following items on schedule:
      a. Coordination with existing construction.
      b. Limitations of continued occupancies.
      c. Uninterruptible services.
      d. Partial occupancy before Substantial Completion.
      e. Use of premises restrictions.
      f. Provisions for future construction.
      g. Seasonal variations.
      h. Environmental control.
   7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
      a. Subcontract awards.
      b. Submittals.
      c. Purchases.
      d. Mock-Ups.
      e. Fabrication.
      f. Sample testing.
      g. Deliveries.
      h. Installation.
      i. Tests and inspections.
      j. Adjusting.
      k. Curing.
   8. Construction Areas: Identify each major area of construction for each major portion of Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
      a. Structural completion.
      b. Temporary enclosure and space conditioning.

c. Permanent space enclosure.
d. Completion of mechanical installation.
e. Completion of electrical installation.
f. Substantial Completion.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, Notice to Proceed, Substantial Completion, and final completion.
1. Temporary enclosure and space conditioning.

E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
1. See Division 01 Section PAYMENT PROCEDURES for cost reporting and payment procedures.

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and Contract Time.

G. Recovery Schedule: When periodic update indicates the Work is fourteen (14) or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery is accomplished.

H. Computer Scheduling Software: Prepare schedules using current version of program that has been developed specifically to manage construction schedules.

2.2 START-UP CONSTRUCTION SCHEDULE

A. Bar Chart Schedule: Submit start-up, horizontal, bar chart type construction schedule within seven (7) days of date established for commencement of Work.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with continuous vertical line. Outline significant construction activities for first ninety (90) days of construction. Include skeleton diagram for remainder of Work and cash requirement prediction based on indicated activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt chart type, Contractor's construction schedule within thirty (30) days of date established for commencement of Work. Base schedule on the start-up construction schedule and additional information received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
1. For construction activities that require three months or more to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. General: Prepare network diagrams using AON (activity on node) format.

B. Start-Up Network Diagram: Submit diagram within fourteen (14) days of date established for commencement of Work. Outline significant construction activities for the first ninety (90) days of construction. Include skeleton diagram for the remainder of the Work and cash requirement prediction based on indicated activities.

C. CPM Schedule: Prepare Contractor's construction schedule using cost and resource loaded, time scaled CPM network analysis diagram for Work.
1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than sixty (60) days after date established for commencement of Work.

a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.

2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
4. Use "one (1) workday" as unit of time for individual activities. Indicate non-working days and holidays incorporated into schedule in order to coordinate with Contract Time.

D. CPM Schedule Preparation: Prepare list of all activities required to complete Work. Using start-up network diagram, prepare skeleton network to identify probable critical paths.

1. Activities: Indicate estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for following activities:
   a. Preparation and processing of submittals.
   b. Mobilization and demobilization.
   c. Purchase of materials.
   d. Delivery.
   e. Fabrication.
   f. Utility interruptions.
   g. Installation.
   h. Work by Owner that may affect or be affected by Contractor's activities.
   i. Testing and commissioning.
   j. Punch list and final completion.
   k. Activities occurring following final completion.
2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on computer drawn, time scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce CPM schedule within limitations of Contract Time.
4. Format: Mark critical path. Locate critical path near center of network; locate paths with most float near edges.
   a. Sub-Networks on separate sheets are permissible for activities clearly off critical path.
5. Cost and Resource Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Architect's approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents, and demonstration and training (if applicable), in the amount of 5 percent of Contract Sum.
   a. Each activity cost shall reflect an appropriate value subject to approval by Architect.
   b. Total cost assigned to activities shall equal total Contract Sum.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare time impact analysis using network fragment to demonstrate effect of proposed change on overall project schedule.

F. Initial Issue of Schedule: Prepare initial network diagram from sorted activity list indicating straight "early start total float." Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and Work or activity.
2. Description of activity.
3. Main events of activity.
4. Immediately preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with Schedule of Values).

G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

H. Value Summaries: Prepare two (2) cumulative value lists, sorted by finish dates.
   1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
   2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
   3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
   4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
      a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
      b. Submit value summary printouts one week before each regularly scheduled progress meeting.

2.5 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
   1. List of subcontractors at Project site.
   2. List of separate contractors at Project site.
   3. Approximate count of personnel at Project site.
   4. Equipment at Project site.
   5. Material deliveries.
   6. High and low temperatures and general weather conditions, including presence of rain or snow.
   7. Accidents.
   8. Meetings and significant decisions.
   9. Unusual events (see special reports).
   10. Stoppages, delays, shortages, and losses.
   11. Meter readings and similar recordings.
   12. Emergency procedures.
   13. Orders and requests of authorities having jurisdiction.
   14. Change Orders received and implemented.
   15. Change Directives received and implemented.
   16. Services connected and disconnected.
   17. Equipment or system tests and start-ups.
   18. Partial completions and occupancies.
   19. Substantial Completions authorized.

B. Material Location Reports: At weekly intervals, prepare and submit comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
   1. Material stored prior to previous report and remaining in storage.
   2. Material stored prior to previous report and since removed from storage and installed.
   3. Material stored following previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of difference between site conditions and Contract Documents, prepare and submit detailed report. Submit with Request for Information. Include detailed description of differing conditions, together with recommendations for changing Contract Documents.

2.6 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of unusual and significant nature occurs at Project site, whether or not related directly to Work, prepare and submit special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Scheduling Consultant: Engage consultant to provide planning, evaluation, and reporting using CPM scheduling.
   1. In House Option: Owner may waive requirement to retain consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
   2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
   1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
   2. Include report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
   3. As Work progresses, indicate final completion percentage for each activity.

C. Distribution: Distribute copies of approved schedule to Architect**,** Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with need to know schedule responsibility.
   1. Post copies in Project meeting rooms and temporary field offices.
   2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of Work and are no longer involved in performance of construction activities.

END OF SECTION 01 3200

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for the Submittal Schedule, and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action, such as certificates, warranties, etc. Submittals may be rejected for not complying with requirements.

C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit Schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.
   1. Coordinate Submittal Schedule with List of Subcontracts, Schedule of Values, and Contractor's Construction Schedule.
   2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first sixty (60) days of construction. List those submittals required to maintain orderly progress of Work and those required early because of long lead time for manufacture or fabrication.
   3. Final Submittal: Submit concurrently with first complete submittal of Contractor's construction schedule.
      a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
   4. Format: Insert information on Architect provided spreadsheet OR arrange the following information in a tabular format:
      a. Scheduled date for first submittal.
      b. Specification Section number and title.
      c. Submittal category: Action Submittal, Informational Submittal, Product Data, Sample, etc.
      d. Name of subcontractor.
      e. Description of the Work covered.
      f. Scheduled date for Architect's and Construction Manager's final release or approval.
      g. Scheduled date of fabrication.
      h. Scheduled dates for purchasing.
      i. Scheduled dates for installation.
      j. Activity or event number.

1.5 ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: One set of PDF files of the Architect’s drawings will be available free of charge, if requested, for Prime Contractor's use in preparing submittals.
   1. Architect makes no representations to accuracy or completeness of digital data drawing files as they relate to Contract Drawings.

B. Architect's Digital Data Files: AutoCAD (.DWG) files may be available to Prime Contractors (only) under the following conditions:

1. Architect makes no representations to accuracy or completeness of digital data drawing files as they relate to Contract Drawings.
2. Prime Contractor shall sign Architect's "Agreement for Delivery of Documents in Electronic Form" (see attached).
3. The Recipient agrees to pay a processing/service fee of $100 per file, which is due at time executed form is returned to the Architect, and prior to release of Electronic Documents. Processing/service fee in no way constitutes sale or transfer of a product of good. A file equals one drawing sheet.

C. Consultant's Digital Data Files: Architect's consultants may (or may not) make their own electronic files available to Prime Contractors, and establish conditions for their release at their sole discretion.

D. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently (but not in a single PDF file) unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
   a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

E. Processing Time & Workflow: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. CM Review: All contractors to submit submittals to Construction Manager for review. Allow 5 working days for Construction Manager to review submittals for completeness. If submittal is deemed complete by the Construction Manager, they will forward to Architect through Newforma or Newforma Connector.
2. Initial Review: Allow 10 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
3. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
4. Resubmittal Review: Allow 10 working days for review of each resubmittal.
5. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is required, allow 15 working days for initial review of each submittal.
6. Consultant Review: Architect will forward all submittals needing consultant review to each consultant upon receipt. Allow 10 working days for review of each submittal.
7. Submittal Response: Upon completion of review, Architect will send a submittal response back to the Construction Manager through Newforma or Newforma Connector. The Construction Manager will distribute to appropriate contractors.

1.6 SUBMITTAL METHOD – ELECTRONIC SUBMITTALS

A. Electronic Submittal:
1. Transmit electronic submittals via Architect's Project Website, as PDF files. Refer to Ashley McGraw's Submittal Process instructions; to be distributed to awarded contractors during the project kick-off meeting.

B. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.

C. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.
1. Action Submittals include Product Data, Shop Drawings and Samples.

B. Product Data: Collect information into single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each submittal to show which products and options are applicable, and cross out irrelevant options. Otherwise, Architect may return submittal without action.
3. Include the following information, as applicable:
   a. Manufacturer's catalog cuts.
   b. Manufacturer's product specifications.
   c. Standard color charts.
   d. Statement of compliance with specified referenced standards.
   e. Testing by recognized testing agency.
   f. Application of testing agency labels and seals.
   g. Notation of coordination requirements.
   h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
   a. Wiring diagrams showing factory installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before Samples, or concurrent with them.

C. Shop Drawings: Prepare project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of Contract Documents or standard printed data.
1. Shop Drawings containing information irrelevant to this specific project may be returned without action.
2. Preparation: Fully illustrate requirements in Contract Documents. Include the following information, as applicable:
   a. Identification of products.
   b. Schedules.
   c. Compliance with specified standards.
   d. Notation of coordination requirements.
   e. Notation of dimensions established by field measurement.
   f. Relationship and attachment to adjoining construction clearly indicated.
   g. Seal and signature of professional engineer if specified.
3. Sheet Size: Except for templates, patterns, and similar full size drawings, submit Shop Drawings on electronic sheets at least 8 ½ x 11 inches but no larger than 30 x 42 inches.

D. Samples: When required by Specification Sections or when requested by Architect, submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for comparison of these characteristics between submittal and actual component as delivered and installed.
1. Submit one set to Architect, and a second set to Construction Manager, to keep at job site.
2. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
3. Submit Cover Sheet electronically. Actual samples may be delivered in person, or sent via USPS, UPS, FedEx, etc.
4. Identification: Attach label on unexposed side of Samples that includes the following:
   a. General description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of appropriate Specification Section.
5. Disposition: Maintain sets of approved Samples at Project site, available for quality control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples that may be incorporated into Work are indicated in individual Specification Sections. Such Samples must be in undamaged condition at time of use.
   b. Samples not incorporated into Work or otherwise designated as Owner's property, are property of Contractor.
6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing full range of colors, textures, and patterns available.
   a. Number of Samples: Submit one (1) full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect shall return electronic submittal with options selected, with copy to Construction Manager.
7. Samples for Verification: Submit full size units or Samples of size indicated, prepared from same material to be used for Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   a. Number of Samples: Submit two (2) sets of Samples. Architect will retain one (1) set. Construction Manager will keep second set at job site.
      1) Submit single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

2) If variation in color, pattern, texture or other characteristic is inherent in material or product represented by Sample, submit three (3) sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.
5. Mark up and retain one returned copy as Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.
1. Certificates and Certifications: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by officer or other individual authorized to sign documents on behalf of entity.
   a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications.
2. Test and Inspection Reports: Comply with requirements specified in Division 01 Section QUALITY REQUIREMENTS.
3. Product, material or equipment certifications are to arrive with the product or equipment. Items are not to be incorporated into the work until satisfactory certifications are received by the Architect.
4. Where product, material or equipment certifications are required, no payments will be made for the stored items, nor for installed items, nor for labor associated with their installation, until satisfactory certifications are received by the Architect.

B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

C. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

D. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

E. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

F. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

G. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

H. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

I. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

J. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

K. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

L. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

M. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

N. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

O. Material Safety Data Sheets (MSDSs): Submit information directly to Construction Manager / Owner; do not submit to Architect.
   1. Architect will not review submittals that include MSDSs and will return the entire submittal without action.

2.3 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
   1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three paper copies of certificate, each signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
   1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
   2. Design professional must be currently licensed in New York State.

PART 3 - EXECUTION

3.1 CONTRACTOR & CONSTRUCTION MANAGER'S REVIEW

A. Action and Informational Submittals: Prime Contractor & Construction Manager shall carefully review each submittal, and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark Cover Sheet with approval stamp before submitting to Architect.
   1. Do not merely forward submittals prepared by subcontractors or suppliers.

B. Construction Manager's Approval: Indicate Construction Manager's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Construction Manager's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
   1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

3.2 ARCHITECT'S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it, with Cover Sheet marked as follows:
   1. No exceptions taken
   2. Exceptions noted (do not resubmit)
   3. Revise and resubmit
   4. Rejected
   5. Other

B. Informational Submittals: Architect will review each submittal and marked as Received for Record, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate parties.

C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
   1. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

D. Submittals not required by the Contract Documents may be returned or discarded by the Architect, without action.

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AGREEMENT FOR DELIVERY OF DOCUMENTS IN ELECTRONIC FORM

In connection with the **DeRuyter CSD 2024 Capital Project** (hereinafter "Project") for which ASHLEY McGRAW ARCHITECTS, D.P.C. (hereinafter "Architect") has been retained to provide services to the **DeRuyter CSD** (hereinafter "Owner"); _____ (hereinafter "Recipient") has requested that Architect provide Recipient with certain electronic design data, prepared by Architects, its consultants and sub-consultants, in electronic machine readable format. This electronic design data shall hereinafter be referred to as the "Electronic Documents".

In consideration of the Architect's agreement to release Electronic Documents, the Recipient agrees as follows:

1. This Agreement and the release of Electronic Documents pursuant hereto do not in any way alter the respective interests of the parties in the Instruments of Service as set forth in any agreement for services between Owner and Architect. It is understood and agreed that all drawings, specifications or other documents of any kind prepared by Architect or its consultants or sub-consultants, for the Project, whether in hard copy or any electronic or machine readable format, including Electronic Documents are and shall remain, instruments of the Architect's services and as such the Architect and its consultants, and sub-consultants retain all common law, statutory and other reserved rights, including the copyright.

2. The Electronic Documents are provided as a convenience to the Recipient for informational purposes only. The Electronic Documents do not replace, modify or supplement the paper copies of the Drawings and Specifications which are, and remain the Contract Documents for the Project or the paper copies of any other document prepared by the Architect, its consultants and sub-consultants. The Electronic Documents are not part of the Contract Documents.

3. The Recipient agrees that the Electronic Documents are not, nor shall they be construed to be a product or goods and the Recipient agrees that the Architect providing the Electronic Documents is not, nor shall it be construed to be, a sale or transfer of a product or good. It is expressly agreed by the Recipient that there are no warranties, either express or implied of any kind, in such Electronic Documents or in the media in which they are contained, by the Owner, Architect, its consultants or sub-consultants. Recipient agrees that any warranties are specifically disclaimed by the Owner, Architect, its consultants or sub-consultants.

4. Recipient accepts the Electronic Documents unsigned, unsealed and without the Architect's name block.

5. If any differences exist between printed Instruments of Service and the Electronic Documents, the information contained in the printed Contract Documents shall be presumed to be correct and take precedence over the Electronic Documents and the Recipient agrees that it shall comply with the Contract Documents.

6. Recipient agrees not to add to, modify or alter in any way, or to allow others to add to, modify or alter in any way, the Electronic Documents.

7. The Electronic Documents are supplied in the following format: **AutoCAD (.DWG)**

8. Recipient understands that the media in which any Electronic Documents are transmitted can deteriorate over time and under various conditions. Recipient agrees that the Architect is not and shall not be held responsible for such deterioration. In addition, any conversion of the format is solely the responsibility of the Recipient. Recipient understands and agrees that the conversion of Electronic documents from the format provided by the Architect to some other format may introduce errors or other inaccuracies. Recipient therefore agrees to confirm the accuracy of the Electronic Documents before using them. Recipient agrees to accept all responsibility for any errors or inaccuracies and to release Architect and its sub-consultants from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.

9. Recipient agrees that the Contract Documents were prepared for use in connection with this project only and that the Electronic Documents are supplied to Recipient for informational purposes only. Recipient agrees not to use, or allow others to use, the Electronic Documents, in whole or in part, for any purpose or project other than as stated above without the express prior written permission of the Architect.

10. Recipient agrees to waive any and all claims and liability against the Architect, its consultants and sub-consultants resulting in any way from any failure by Recipient to comply with the requirements of this Agreement for the Delivery of documents in Electronic Format.

11. Recipient agrees to indemnify and hold harmless the Architect, its consultants and sub-consultants and each of their partners, officers, shareholders, directors, and employee from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorneys' fees) arising as the result of either: 1) Recipient's failure to comply with any of the requirements of the Agreement for the Delivery of documents in Electronic Format; or 2) a defect, error or omission in the Electronic Documents or the information contained therein, which defect, error

or omission was not contained in the Contract Documents as defined in Paragraph 2 or where the use of such Contract Documents would have prevented the claim, judgment, suit, liability, damage, cost or expense.

12. The Recipient agrees to require its subcontractors who use any of the electronic documents to sign acceptance of the terms of this Agreement, by agreement with the Recipient for the benefit of the Owner, Architect and their officers, employees, Consultants and Architect's sub-consultants. Recipient will provide the Architect in writing the name and address of any person or entity to which the recipient has provided the Electronic Documents whether in electronic format or in paper copy.

13. Unless agreed to in writing signed by the Architect, use of the Electronic Documents constitutes acceptance of the terms of this Agreement by the user, including Recipient whether or not user has signed this Agreement.

14. The Recipient agrees to be bound by a facsimile or e-mail copy of this Agreement. Recipient agrees to mail an original signed Agreement to the Architect at the Architect's address immediately upon receipt of the facsimile or e-mail.

15. This Agreement or providing the Electronic Documents hereunder does not create any cause of action of any kind in favor of the Recipient, its subcontractors, suppliers, or any third party against the Architect, Architect's Consultants, Sub-consultants or Owner.

16. All terms not defined herein shall have the same meaning and definition as provided in the Contract Documents for the Project.

17. The Recipient agrees to pay a processing/service fee of $100 per file which is due at the time this executed form is returned to the Architect and prior to the release of the Electronic Documents. The processing/service fee in no way constitutes a sale or transfer of a product of good. A file equals one drawing sheet.

BY RECIPIENT

Signature: _____ Date: _____

Name: _____

Title: _____

Company: _____

END OF SECTION 01 3300

(Submittal Cover Sheet attached)

SUBMITTAL COVER SHEET
AM Project #23062 – DeRuyter CSD – 2024 Capital Improvement Project

ARCHITECT:
Ashley McGraw Architects, D.P.C.
125 East Jefferson Street
Syracuse, NY 13202

CONSTRUCTION MANAGER:
LeChase Construction
609 Erie Blvd West
Syracuse, New York 13204
Phone: 315.423.0015

CONTRACTOR:

SUBCONTRACTOR:

SUPPLIER:

REFER TO DRAWING(S) No:

SUBMITTAL DATE:

SUBMITTAL No.:

SUBMITTAL TYPE (CHECK ONE):
- ☐ Product Data
- ☐ Shop Drawing
- ☐ Sample
- ☐ Color Chart
- ☐ Warranty
- ☐ Certification
- ☐ Other _____

CHECK FOLLOWING AS APPLICABLE:
- ☐ First submission
- ☐ Second submission
- ☐ Third submission
- ☐ Substitution

SPECIFICATION SECTION:

PRODUCT:

MANUFACTURER:

CONTRACTOR'S CERTIFICATION

I CERTIFY THAT THIS SUBMITTAL HAS BEEN REVIEWED BY THE CONTRACTOR IN ACCORDANCE WITH ARTICLE 3.12 OF THE GENERAL CONDITIONS OF THE CONTRACT.

Date: By:

CONTRACTOR'S COMMENTS:

ACTION:

- ☐ NO EXCEPTIONS TAKEN
- ☐ EXCEPTIONS NOTED (do not resubmit)
- ☐ REVISE AND RESUBMIT
- ☐ REJECTED
- ☐ OTHER

This review was performed only for general conformance with the design concept of the project, and general compliance with the information given in the Contract Documents. Modifications or comments made on the submittals during this review do not relieve the contractor from compliance with the requirements of the plans and specifications. Approval of a specific item does not constitute approval of the assembly of which the item is a component. Contractor is responsible for dimensions to be confirmed and correlated at the jobsite; for information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; for coordination of the work of all trades; and for performing all work in a safe and satisfactory manner.

ASHLEY McGRAW ARCHITECTS, D.P.C.

Date: By:

ARCHITECT'S COMMENTS:

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the requirements of NYCRR Part 155, Educational Facilities, including those listed in 8 NYCRR 155.5 Uniform Safety Standards for School Construction and Maintenance Projects.

B. Related Sections include the following:
   1. Division 01 Sections for general coordination requirements, including:
      a. General safety and security
      b. Separation of construction areas from occupied spaces
      c. Noise control
      d. Off-gassing of Volatile Organic Compounds
      e. Hazardous materials abatement and isolation
      f. Cleaning of occupied areas
      g. Exiting and ventilation
      h. Control of fumes, gases and other contaminants
   2. Division 02 Sections for demolition and hazardous materials abatement

1.2 ADDITIONAL NEW YORK STATE EDUCATION DEPARTMENT (NYSED) REQUIREMENTS

C. Each Contractor shall familiarize itself with the requirements of Part 155 of the NYCCR, Educational Facilities, and shall provide all measures, including (but not limited to) materials, equipment and procedures required to comply with same, including the requirements of 8 NYCRR 155.5 Uniform, Safety Standards for School Construction and Maintenance Projects, While the Contractor is responsible for compliance with all applicable requirements of Part 155 of the NYCRR, as may be amended, the Contractor's attention is expressly drawn to the following specific requirements.

D. Certificate of Occupancy:
   1. 8 NYCRR 155.5 (a): "The occupied portion of any school building shall always comply with minimum requirements necessary to maintain a Certificate of Occupancy."

E. General safety and security standards for construction projects.
   2. 8 NYCRR 155.5 (e)(1): "All construction materials shall be stored in safe and secure manner."
   3. 8 NYCRR 155.5 (e)(2): "Fences around construction supplies or debris shall be maintained."
   4. 8 NYCRR 155.5 (e)(3): "Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry."
   5. 8 NYCRR 155.5 (e)(4): "During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site, or such areas shall be fenced off and provided with warning signs to prevent entry."
   6. 8 NYCRR 155.5 (e)(5): "Workers shall be required to wear photo identification badges at all times, for identification and security purposes while working at occupied sites."

F. Separation of construction areas from occupied spaces.
   7. 8 NYCRR 155.5 (f): "Construction areas which are under the control of contractor and therefore not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent passage of dust and contaminants into parts of building, with periodic inspection and repairs of containment barriers must be made. Type "X" Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas."
   8. 8 NYCRR 155.5 (f)(1): "A specific stairwell and/or elevator shall be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff."

G. Cleaning Occupied Areas
   9. 8 NYCRR 155.5 (f)(2): "Large amounts of debris must be removed by using enclosed chutes or similar sealed system. There shall be no movement of debris through halls of occupied spaces of building. No material shall be dropped or thrown outside the walls of building."
   10. 8 NYCRR 155.5 (f)(3): "All occupied parts of building affected by renovation activity shall be cleaned at close of each workday. School buildings occupied during construction project shall maintain required health, safety and, educational capabilities at all times that classes are in session."

H. Exiting and ventilation
   11. 8 NYCRR 155.5 (g): "Maintain exiting and ventilation during school construction projects."
      a. 8 NYCRR 155.5 (g)(1): "Required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times."
      b. 8 NYCRR 155.5 (g)(2): "Required ventilation to occupied spaces affected by construction will be maintained during the project."

I. Noise Control:
   12. 8 NYCRR 155.5 (i): "Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when building or affected building spaces are not occupied or acoustical abatement measures shall be taken."

J. Control of Fumes, Gases and Contaminates:
   13. 8 NYCRR 155.5 (j): "The contractor shall be responsible for control of chemical fumes, gases, and other contaminates produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of building or air intakes."

K. Off-gassing of Volatile Organic Compounds:
   14. 8 NYCRR 155.5 (j)(1): "The contractor shall be responsible to ensure that activities and materials which result in 'off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers recommendations before space can be occupied."

L. Asbestos Isolation:
   15. 8 NYCRR 155.5 (k): "Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied".
      a. Note, it is NYSED's interpretation that the term "Building", as referenced in this section 8 NYCRR 155.5 , means a wing or major section of building that can be completely isolated from the rest of building with sealed non-combustible construction. The isolated portion of the building must contain exits that do not pass through occupied portion and ventilation systems must be physically separated and sealed at the isolation barrier.
   16. Exterior work such as roofing, flashing, siding or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and at windows is provided. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction.

M. Lead and Asbestos testing
   17. 8 NYCRR 155.5 (c)(1): "All school areas to be disturbed during renovation or demolition shall be tested for lead and asbestos."

N. Code Rule 56
   18. 8 NYCRR 155.5 (k): "All asbestos abatement projects shall comply with all applicable Federal and State Laws, including but not limited to the New York State Department of Labor Industrial Code Rule 56 (12 NYCRR 56) and the Federal Asbestos Hazard Emergency response Act (AHERA) 40 CFR Part 763 (Code of Federal Regulations, 1988 Edition, Superintendent of Public Documents, U.S. Government Printing Office, Washington, DC 20402; 1988; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234."

O. Lead
   19. 8 NYCRR 155.5 (l): Surfaces disturbed by reconstruction must have determination regarding presence of lead. Projects which disturb surfaces that contain lead shall have in specifications plan prepared by certified Lead Risk Assessor or Supervisor detailing provisions for occupant protection, worksite preparation, work methods, cleaning and clearance testing which are in general accordance with HUD Guidelines.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 3500

PART 1 - GENERAL

1.1 RESCUE REGULATIONS

A. RESCUE Regulations (8 NYCRR 155.4) require that school districts establish various new procedures and take specific actions to ensure health and safety is upheld during construction and maintenance projects.
   1. While most of these procedures are the responsibility of the School District and its Board of Education, each contractor shall assist the Owner and the Construction Manager in their achievement.

B. During a construction project, the Health and Safety Committee will be expanded to include the project architect, construction manager, and the contractors. This Committee will meet periodically to review issues and address complaints related to health and safety resulting from the construction project.

C. To ensure compliance with RESCUE regulations is upheld during construction projects, the DeRuyter Central School District has adopted a "WEEKLY RESCUE CONSTRUCTION SAFETY CHECKLIST" that the Construction Manager will implement. During the construction project, this checklist will be completed each week by each contractor and subcontractor working on-site.

D. Completed checklists will then be reviewed by Construction Manager's health and safety experts and the School District's Health and Safety Committee to ensure the construction activities planned will not interfere with the health and safety mandates established by RESCUE.

E. All completed Construction Safety Checklists will be available at the Administration Building and may be posted on the District's Website COMPLIANCE PAGE for viewing.

1.2 ITEMS AND ACTIONS REQUIRED OF SCHOOL DISTRICTS AND BOCES BY 155.5 UNIFORM SAFETY STANDARDS FOR SCHOOL CONSTRUCTION AND MAINTENANCE PROJECTS

F. **Certificate of Occupancy** During construction or maintenance activities school district personnel shall monitor the occupied portion of any school building to assure that it complies with the minimum requirements necessary to maintain a certificate of occupancy.

G. **Complaints** Boards of Education and BOCES shall follow procedures established under section 155.4(d)(7) for the investigation and disposition of complaints relating to health and safety received as a result of construction and maintenance activities.

H. **Health and Safety Committee** Boards of Education and BOCES shall establish procedures for involvement of the health and safety committee to monitor safety during school construction projects.

I. **Emergency Plan** The district emergency plan shall be updated to reflect any changes necessary to accommodate the construction process.

J. **Fire Drills** Fire drills shall be held to familiarize students and staff with temporary exits and revised emergency procedures.

K. **Notification** Boards of Education and BOCES shall establish procedures for notification of parents, staff and the community in advance of a construction project of $10,000 or more.

L. **Fire and Hazard Prevention** The following shall be strictly enforced:
   1. No smoking is allowed on public school property, including construction areas.
   2. During construction daily inspections of district occupied areas shall be conducted to assure that construction materials, equipment and debris do not block fire exits or emergency rescue windows.
   3. Proper operation of fire extinguishers, fire alarm and smoke / fire detection systems shall be maintained throughout the project.

M. **Air Quality** During maintenance and repair activities care must be taken to control chemical fumes, gasses and other contaminants. Activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery , etc. shall be scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied.

N. **Lead** All areas scheduled for maintenance and repair or construction as well as areas of flaking and peeling paint shall be tested for the presence of lead and abated or encapsulated in accordance with HUD guidelines.

O. **Radon** Districts shall take responsibility to be aware of the geological potential for high levels of radon and test and mitigate as appropriate.

P. **Post Construction Inspection** The school district or BOCES shall provide the opportunity for a walk through inspection by the health and safety committee members to confirm that the area is ready for occupancy.

END OF SECTION 01 3501

Checklist follows.

DERUYTER CENTRAL SCHOOL DISTRICT

WEEKLY RESCUE CONSTRUCTION SAFETY CHECKLIST

To be completed by Prime Contractor and all subs prior to on-site work, and weekly thereafter.

WEEK OF _____

Project Name: _____ Date: _____

Contractor/Sub Name: _____

Phone: _____ Fax: _____

Describe on-site activities scheduled for this week:

Describe on-site activities for next week:

Will lead paint or asbestos materials be disturbed? If yes, explain: Yes No

Will other hazardous materials be disturbed, used, emitted or generated? Yes No

What type of equipment will be operated on site?

Have the following parties been notified of your proposed work plans for this week?

District	Yes	No
Architect	Yes	No
Construction Manager	Yes	No
Government (*)	Yes	No

*If yes, what department? _____

Has an emergency management plan been prepared for this construction project? Yes No
Explain:

Will subsurface work be conducted on-site? Yes No

Have mark-outs/safe dig permits been obtained? Yes No

Permit #_____

Have on-site utilities been identified? Yes No

By whom_____

Have fire drills been conducted? Yes No
Explain:

Will construction materials be stored safely and securely? Yes No
Explain:

Do all workers have photo ID badges? Yes No

Will the work area be properly separated from occupied spaces? Yes No
Explain:

Will debris be removed in a proper manner so as to avoid dust or dangerous conditions? Yes No

Will occupied areas be cleaned each day? Yes No

Will health, safety and educational capabilities be maintained in occupied areas? Yes No
Explain:

Will exiting requirements be maintained? Yes No
Explain:

Will adequate and safe ventilation be maintained? Yes No
Explain:

Is smoking prohibited on-site? Yes No

Will fire exits and emergency egress be maintained in safe condition? Yes No

Will fire extinguishers, fire alarm and smoke detection systems be maintained in operating condition? Yes No

Will noise levels be below 60 dba?	Yes	No
Will chemical fumes, gases, dusts and other contaminants including: welding, gasoline engines, roofing, paving, painting, sewage, etc. be emitted?	Yes	No
Will emissions enter occupied areas?	Yes	No
Will products that produce "off gassing" be used?	Yes	No
Have appropriate measures been taken to cure these products before re-occupancy?	Yes	No
Have MSDS Sheets for ALL products used on this project been submitted to Construction Manager for approval?	Yes	No
Do occupied areas comply with the requirements for a certificate of occupancy?	Yes	No
Have completed areas been inspected by the health and safety committee?	Yes	No

I have completed the above checklist and I am familiar with the RESCUE Regulations 8 NYCRR 155.5 and the need to address health, safety and environmental issues during the construction process.

Contractor / Sub:_____Date:_____

I have reviewed the above information with the contractor/sub and have the following comments:

Construction Manager:_____Date:_____

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 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 Contract Document requirements.
   3. Requirements for Contractor to provide quality assurance and control services required by Architect, Owner, Commissioning Authority, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

A. NRTL: A Nationally Recognized Testing Laboratory according to 29 CFR 1910.7.

B. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

C. Delegated Design Professional is registered professional engineer currently licensed in New York State.

D. Quality Assurance Services: Activities, actions, and procedures performed before and during execution of Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

E. Quality Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.

F. 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 Work is judged.
   1. Integrated Exterior Mock-Ups: Mock-Ups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.

G. Pre-construction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into Work, to verify performance or compliance with specified criteria.

H. 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.

I. Source Quality Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory or shop.

J. Field Quality Control Testing: Tests and inspections that are performed on site for installation of Work and for completed Work.

K. Testing Agency: An entity engaged to perform specific tests, inspections or both. Testing laboratory shall mean the same as testing agency.

L. 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 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).

M. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five (5) 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.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two (2) or more standards is specified and standards establish different or conflicting requirements for minimum quantities or quality levels, comply with most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for 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 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 context of requirements. Refer uncertainties to Architect for decision before proceeding.

1.5 ACTION SUBMITTALS

A. Shop Drawings: For integrated exterior Mock-Ups, provide plans, sections, and elevations, indicating materials and size of mock-up construction.
   1. Indicate manufacturer and model number of individual components.
   2. Provide axonometric drawings for conditions difficult to illustrate in two (2) dimensions.

1.6 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. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in form of recent report on inspection of testing agency by recognized authority.

D. 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.

1.7 CONTRACTOR'S QUALITY CONTROL PLAN

A. Quality Control Plan, General: Submit quality control plan within ten (10) days of Notice of Award and not less than (five (5) days prior to pre-construction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality assurance and quality control responsibilities. 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 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 Contract Documents, including tests and inspections indicated to be performed by 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 Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 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 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 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 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 statement of whether observed performance complies with requirements.
   6. Statement on whether conditions, products, and installation 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 statement of whether observed performance complies with requirements.
   4. Statement whether conditions, products, and installation 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 Work.

1.9 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish 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 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 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 record of successful in service performance.

E. Professional Engineer Qualifications: A registered professional engineer currently licensed to practice in jurisdiction where Project is located and experienced in providing structural engineering services of kind indicated. Engineering services are defined as those performed for installations of system, assembly or product 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 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.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer trained and approved by manufacturer to observe and inspect installation of manufacturer's products 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. Pre-construction Testing: Where testing agency is indicated to perform pre-construction 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 timely manner with sufficient time for testing and analyzing results to prevent delaying 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 perform same tasks for Project.
      e. Build laboratory Mock-Ups at testing facility using personnel, products, and methods of construction indicated for completed Work.
      f. When testing is complete, remove test specimens, assemblies; do not reuse products on Project.
   2. Testing Agency Responsibilities: Submit certified written report of each test, inspection, and similar quality assurance service to Architect and Commissioning Authority, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from 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 Architect or Construction Manager.
   2. Notify Architect, Construction Manager, and Owner seven (7) days in advance of dates and times when Mock-Ups are constructed.
   3. Employ supervisory personnel who oversee Mock-Up construction. Employ workers that work on site during construction at Project.
   4. Demonstrate proposed range of aesthetic effects and workmanship.
   5. Obtain Architect's approval of Mock-Ups before starting work, fabrication or construction.
      a. Allow seven (7) days for initial review and each re-review of each mock-up.
   6. Maintain Mock-Ups during construction in undisturbed condition as standard for judging completed Work.
   7. Demolish and remove Mock-Ups when directed by Architect unless otherwise indicated.

L. Integrated Exterior Mock-Ups: Construct integrated exterior Mock-Up according to approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which Mock-Ups are required in individual Specification Sections, along with supporting materials.

1.10 QUALITY CONTROL

A. Owner Responsibilities: Where quality control services are indicated as Owner's responsibility, Owner shall engage qualified testing agency to perform these services.
   1. Owner shall furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and 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 Contract Documents shall be charged to Contractor and the Contract Sum 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 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 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 twenty-four (24) hours in advance of time when Work that requires testing or inspecting is performed.
   4. Where quality control services are indicated as Contractor's responsibility, submit certified written report, in duplicate, of each quality control service.
   5. Testing and inspecting requested by Contractor and not required by 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 factory authorized service representative to inspect field assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section SUBMITTAL PROCEDURES.

D. Manufacturer's Technical Services: Where indicated, engage manufacturer's technical representative to observe and inspect Work. Manufacturer's technical representative's services include participation in pre-installation 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 Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
   1. Notify Architect, Commissioning Authority, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in Work during performance of its services.
   2. Determine location from which test samples are 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 certified written report, in duplicate, of each test, inspection, and similar quality control service through Contractor.
   5. Do not release, revoke, alter or increase Contract Document requirements or approve or accept any portion of 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 Work.
   2. Incidental labor and facilities necessary to facilitate tests and inspections.
   3. Adequate quantities of representative samples of materials requiring 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 requiring 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 minimum of delay and 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 Contract Documents as a component of Contractor's quality control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as Work progresses.
   1. Distribution: Distribute schedule to Owner, Architect, Commissioning Authority, and Construction Manager, testing agencies, and each party involved in performance of portions of Work where tests and inspections are required.

1.11 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner shall engage qualified [testing agency and special inspector to conduct special tests and inspections required by authorities having jurisdiction as responsibility of Owner, and as follows:
   1. Air Monitoring related to HAZMAT remediation
   2. Inspection and Testing as required by 01 4533 – SPECIAL INSPECTIONS AND STURCTRUAL TESTING

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 Work tested or inspected.
   3. Date test or inspection results were transmitted to Architect.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's, Commissioning Authority's, and Construction Manager's reference during normal working hours.

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. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
   2. Comply with Contract Document requirements for Division 01 Section CUTTING AND PATCHING.

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 4000

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

1.3

Approved:	When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
Architect / Engineer	Refers to Ashley McGraw Architects and their Consultants. Although every attempt has been made to avoid the use of other titles, any reference in the Drawings, Specifications or General Conditions to “Engineer”, “Architect”, “A/E”, “AMA”, shall be interpreted to mean Ashley McGraw Architects.
Complete	Refers to a working system ready to serve the designated intent.
Concealed:	Work that is not normally visible in the completed project, such as work installed in pipe shafts, chases or recesses, behind furred walls or above permanent or removable ceilings.
Construction Manager:	Refers to **Schoolhouse Constriction Services LLC**. Although every attempt has been made to avoid the use of other titles, any reference in the Drawings, Specifications or General Conditions to “CM”, “Owner’s Representative” or “Owner’s Agent” shall be interpreted to mean **Schoolhouse Constriction Services LLC**..
Directed:	A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
Environmental Consultant:	Refers to Ashley McGraw Architects and their Consultants. Although every attempt has been made to avoid the use of other titles, any reference in the Drawings, Specifications or General Conditions to “Environmental”, “Abatement” or “Asbestos” consultant shall be interpreted to mean Ashley McGraw Architects.
Exposed:	Where used in connection with insulation, piping, conduit, ducts, accessories, painting of piping, shall mean that they are not “concealed” as defined herein above.
Furnish:	Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
Herein:	Shall mean the contents of a particular section where this term appears.
Indicated:	Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
Install:	Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
Installer:	Contractor or entity engaged by Contractor, either as employee, subcontractor or contractor of lower tier performance of a particular construction activity, including installation, erection, application, and similar operations they are engaged to perform.

Know:	The terms “knowledge”, “recognize”, and “discover”, their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill and diligence required by the Contract Documents. The expression “reasonably inferable’ and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a Contractor familiar with Project and exercising care, skill, and diligence required of the Contractor by Contract Documents.
Owner:	Refers to the Duanesburg Central School District.
Piping:	Includes pipes, fittings, valves, hangers and accessories which comprise a system.
Project Site:	Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
Provide:	Furnish and install, complete and ready for the intended use.
Regulations:	Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
Section:	Shall mean one of the portions of the Divisions of the Project Manual.
Testing Laboratories:	An independent entity engaged to perform specific inspections or tests, either at project site or elsewhere and report on and, if required, interpret results of those inspections or tests.

1.4 SPECIFICATION FORMAT AND CONTENT EXPLANATION

A. Specification Format: These Specifications are organized in Divisions and Sections based on Construction Specification Institute (CSI) 49 Division format.

B. Numbering: The section number and title are located at the top of each page. Page numbers are listed in the footer. Paragraph letters and sub-paragraph numbers are located in the left margin. Refer to section, page, and paragraph letters and numbers in all citations of the text.

C. Specification Content: This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
   1. Abbreviated Language: Language used in Specifications and other Contract Documents is the abbreviated type. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated shall be interpolated as the sense required. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the context of the Contract Documents.
   2. Imperative and streamlined language is used generally in Specifications. Requirements expressed in the imperative mood are performed by Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
      a. The words “shall be” shall be included by inference wherever a colon (:) is used within a sentence or phase.

1.5 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
   1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

D. Conflicting Requirements: Where compliance with two or more standards is specified and the standards may establish different or conflicting requirements for minimum quantities or quality levels. Refer requirements that are different, but apparently equal, and uncertainties to the Architect for decision before proceeding.

E. 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. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.

F. Codes and Regulations applicable to the work include, but are not necessarily limited to the following:
1. Building Code of New York State.
2. Americans with Disabilities Act (ADA)
3. Energy Conservation Construction Code of New York State.
4. Local Utility Standards.
5. National Electrical Code (NFPA 70).
6. New York Board of Fire Underwriters (NYBFU).
7. New York State Department of Health Code.
8. New York State High Pressure Boiler Code.
9. Occupational Safety and Health Administration (OSHA).
10. New York State Education Department Manual of Planning Standards.

G. 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, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

1.6 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 4200

PART 1 - GENERAL

1.1 **RELATED DOCUMENTS**

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

B. Related documents attached to this specification:

1. Statement of Special Inspections.
2. Quality Assurance Plan.
3. Schedule of Special Inspection Services.
4. Final Report of Special Inspections.

1.2 **GENERAL REQUIREMENTS**

A. Special Inspections and Structural Testing shall be in accordance with Chapter 17 of the 2020 Building Code of New York State.

B. The program of Special Inspection and Structural Testing is a Quality Assurance program intended to ensure that the work is performed in accordance with the Contract Documents.

C. This specification section is intended to inform the Contractor of the Owner's quality assurance program and the extent of the Contractor's responsibilities. This specification section is also intended to notify the Special Inspector, Testing Laboratory, and other Agents of the Special Inspector of their requirements and responsibilities.

1.3 **SCHEDULE OF INSPECTIONS AND TESTS**

A. Required inspections and tests are described in the attached *Schedule of Special Inspection Services* and in the individual specification Sections for the items to be inspected or tested.

1.4 **QUALIFICATIONS**

A. The Special Inspector shall be a licensed Professional Engineer and/or an individual certified in a particular area of expertise per Section 1.04-D who is approved by the Structural Engineer of Record (SER).

B. The Testing Laboratory and individual Special Inspectors shall be approved by the Structural Engineer of Record (SER).

C. The testing laboratory shall either maintain or contract with a full time licensed Professional Engineer in the State of New York who shall certify all test reports.

D. Special Inspections shall be performed by qualified personnel as outlined in Chapter 17 of the 2020 Building Code of New York State.

1.5 **SUBMITTALS**

A. The Special Inspector and Testing Laboratory shall submit to the SER for review a copy of their qualifications which shall include the names and qualifications of each of the individual inspectors and technicians who will be performing inspections or tests.

B. The Special Inspector and Testing Laboratory shall disclose any past or present business relationship or potential conflict of interest with the Contractor or any of the Subcontractors whose work will be inspected or tested.

1.6 **PAYMENT**

A. The Owner shall engage and pay for the services of the Special Inspector, Agents of the Special Inspector, and Testing Laboratory.

B. If any materials which require Special Inspections are fabricated in a plant which is not located within 100 miles of the project, the Contractor shall be responsible for the travel expenses of the Special Inspector or Testing Laboratory.

C. The Contractor shall be responsible for the cost of any retesting or reinspection of work which fails to comply with the requirements of the Contract Documents.

1.7 **CONTRACTOR RESPONSIBILITIES**

A. The Contractor shall cooperate with the Special Inspector and his agents so that the Special Inspections and testing may be performed without hindrance.

B. The Contractor shall review the *Statement of Special Inspections* and shall be responsible for coordinating and scheduling inspections and tests. The Contractor shall notify the Special Inspector or Testing Laboratory at least 24 hours in advance of a required inspection or test. Uninspected work that required inspection may be rejected solely on that basis.

C. The Contractor shall provide incidental labor and facilities to provide access to the work to be inspected or tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.

D. The Contractor shall keep at the project site the latest set of construction drawings, field sketches, approved shop drawings, and specifications for use by the inspectors and testing technicians.

E. The Special Inspection program shall in no way relieve the Contractor of his obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control program. All work that is to be subjected to Special Inspections shall first be reviewed by the Contractor's quality control personnel.

F. The Contractor shall be solely responsible for construction site safety.

1.8 **LIMITS OF AUTHORITY**

A. The Special Inspector or Testing Laboratory may not release, revoke, alter, or enlarge on the requirements of the Contract Documents.

B. The Special Inspector or Testing Laboratory will not have control nor responsibility over the Contractor's means and methods of construction.

C. The Special Inspector or Testing Laboratory shall not be responsible for construction site safety.

D. The Special Inspector or Testing Laboratory has no authority to stop the work.

1.9 **STATEMENT OF SPECIAL INSPECTIONS**

A. The *Statement of Special Inspections* will be prepared by the Structural Engineer of Record (SER).

1.10 **RECORDS AND REPORTS**

A. Detailed daily reports shall be prepared of each inspection or test submitted to the Special Inspector. Reports shall include:

1. date of test or inspection
2. name of inspector or technician
3. location of specific areas tested or inspected
4. description of test or inspection and results
5. applicable ASTM standard
6. weather conditions
7. Engineer's seal and signature

B. The Special Inspector shall submit interim reports to the Owner's Representative at the end of each week which include all inspections and test reports received that week. Copies shall be sent to the SER, Architect, and Contractor.

C. Any discrepancies from the Contract Documents found during a Special Inspection shall be immediately reported to the Contractor. If the discrepancies are not corrected, the Special Inspector shall notify the Owner's Representative. Reports shall document all discrepancies identified and the corrective action taken.

D. Reports shall be submitted to the Special Inspector within 3 business days of the inspection or test. Hand written reports may be submitted if final typed copies are not available.

E. At the completion of the work requiring Special Inspections, each inspection agency and testing laboratory shall provide a statement to the Special Inspector that all work was completed in substantial conformance with the Contract Documents and that all appropriate inspections and tests were performed.

1.11 **FINAL REPORT OF SPECIAL INSPECTIONS**

A. The *Final Report of Special Inspections* shall be completed by the Special Inspector and submitted to the SER and Owner.

B. The *Final Report of Special Inspections* will certify that all required inspections have been performed and will itemize any discrepancies that were not corrected or resolved.

END OF SECTION 014533

Statement of Special Inspections

Project: *2024 Capital Project*

School District: *DeRuyter CSD, DeRuyter, New York*

Design Professional in Responsible Charge: *Place Engineering, PLLC*

This *Statement of Special Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Special Inspection Coordinator and the identity of other approved agencies to be retained for conducting these inspections and tests. This *Statement of Special Inspections* encompass the following disciplines:

x Structural ☐ Mechanical/Electrical/Plumbing
☐ Architectural ☐ Other: _____

The Special Inspection Coordinator shall keep records of all inspections and shall furnish inspection reports to the Owner's Representative and the Registered Design Professional in Responsible Charge. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Owner's Representative and the Registered Design Professional in Responsible Charge. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Owner's Representative and the Registered Design Professional in Responsible Charge.

A *Final Report of Special Inspections* documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted.

Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency: *weekly* or ☐ per attached schedule.

Prepared by:

Kevin P. Place, P.E.
(type or print name)

Signature *1/12/2026*
Date

Design Professional Seal

Owner's Authorization:

Signature Date

Building Official's Acceptance:

Signature Date

Schedule of Inspection and Testing Agencies

This Statement of Special Inspections / Quality Assurance Plan includes the following building systems:

- ☐ Soils and Foundations
- ☒ Cast-in-Place Concrete
- ☐ Precast Concrete
- ☒ Masonry
- ☒ Structural Steel
- ☒ Cold-Formed Steel Framing
- ☐ Spray Fire Resistant Material
- ☐ Wood Construction
- ☐ Exterior Insulation and Finish System
- ☐ Mechanical & Electrical Systems
- ☐ Architectural Systems
- ☐ Special Cases

Special Inspection Agencies	Firm	Address, Telephone, e-mail
1. **Special Inspection Coordinator**	*to be determined*	
2. Inspector	*to be determined*	
3. Inspector		
4. Testing Agency	*to be determined*	
5. Testing Agency		
6. Other		

Note: The inspectors and testing agencies shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official, prior to commencing work.

Quality Assurance Plan

Quality Assurance for Seismic Resistance

Seismic Design Category	*B*
Quality Assurance Plan Required (Y/N)	*no*

Description of seismic force resisting system and designated seismic systems:
N/A

Quality Assurance for Wind Requirements

Basic Wind Speed (3 second gust)	*120*
Wind Exposure Category	*C*
Quality Assurance Plan Required (Y/N)	*no*

Description of wind force resisting system and designated wind resisting components:
N/A

Statement of Responsibility

Each contractor responsible for the construction or fabrication of a system or component designated above must submit a Statement of Responsibility.

Qualifications of Inspectors and Testing Technicians

The qualifications of all personnel performing Special Inspection and testing activities are subject to the approval of the Building Official. The credentials of all Inspectors and testing technicians shall be provided if requested.

Key for Minimum Qualifications of Inspection Agents:

When the Registered Design Professional in Responsible Charge deems it appropriate that the individual performing a stipulated test or inspection have a specific certification or license as indicated below, such designation shall appear below the *Agency Number* on the Schedule.

PE/SE	Structural Engineer – a licensed SE or PE specializing in the design of building structures
PE/GE	Geotechnical Engineer – a licensed PE specializing in soil mechanics and foundations
EIT	Engineer-In-Training – a graduate engineer who has passed the Fundamentals of Engineering examination

American Concrete Institute (ACI) Certification

ACI-CFTT	Concrete Field Testing Technician – Grade 1
ACI-CCI	Concrete Construction Inspector
ACI-LTT	Laboratory Testing Technician – Grade 1&2
ACI-STT	Strength Testing Technician

American Welding Society (AWS) Certification

AWS-CWI	Certified Welding Inspector
AWS/AISC-SSI	Certified Structural Steel Inspector

American Society of Non-Destructive Testing (ASNT) Certification

ASNT	Non-Destructive Testing Technician – Level II or III.

International Code Council (ICC) Certification

ICC-SMSI	Structural Masonry Special Inspector
ICC-SWSI	Structural Steel and Welding Special Inspector
ICC-SFSI	Spray-Applied Fireproofing Special Inspector
ICC-PCSI	Prestressed Concrete Special Inspector
ICC-RCSI	Reinforced Concrete Special Inspector

Soils and Foundations

Item	Agency # (Qualif.)	Scope
Foundations and slab on grade subbase	*PE/GE*	*Inspect soils below footings for adequate bearing capacity and consistency with geotechnical report.* *Inspect and approve existing/new slab on grade subbase to be suitable for support of standard slab on grade construction. Sample and test material as required to substantiate approval. Direct contractor to remove/amend/alter the existing soils as required.*
1 continued.	*PE/GE*	*Inspect removal of unsuitable material and preparation of subgrade prior to placement of controlled fill*
2. Controlled Structural Fill	*PE/GE*	*Perform sieve tests (ASTM D422 & D1140) and modified Proctor tests (ASTM D1557) of each source of fill material.* *Inspect placement, lift thickness and compaction of controlled fill.* *Test density of each lift of fill by nuclear methods (ASTM D2922)* *Verify extent and slope of fill placement.*

Cast-in-Place Concrete

Item	Agency # (Qualif.)	Scope
1. Mix Design	*ACI-CCI* *ICC-RCSI*	*Review concrete batch tickets and verify compliance with approved mix design. Verify that water added at the site does not exceed that allowed by the mix design.*
2. Reinforcement Installation	*ACI-CCI* *ICC-RCSI*	*Inspect size, spacing, cover, positioning and grade of reinforcing steel. Verify that reinforcing bars are free of form oil or other deleterious materials. Inspect bar laps and mechanical splices. Verify that bars are adequately tied and supported on chairs or bolsters*
3. Post-Tensioning Operations	*ICC-PCSI*	*Inspect placement, stressing, grouting and protection of post-tensioning tendons. Verify that tendons are correctly positioned, supported, tied and wrapped. Record tendon elongations.*
4. Welding of Reinforcing	*AWS-CWI*	*Visually inspect all reinforcing steel welds. Verify weldability of reinforcing steel. Inspect preheating of steel when required.*
5. Anchor Rods		*Inspect size, positioning and embedment of anchor rods. Inspect concrete placement and consolidation around anchors.*
6. Concrete Placement	*ACI-CCI* *ICC-RCSI*	*Inspect placement of concrete. Verify that concrete conveyance and depositing avoids segregation or contamination. Verify that concrete is properly consolidated.*
7. Sampling and Testing of Concrete	*ACI-CFTT* *ACI-STT*	*Test concrete compressive strength (ASTM C31 & C39), slump (ASTM C143), air-content (ASTM C231 or C173) and temperature (ASTM C1064).*
8. Curing and Protection	*ACI-CCI* *ICC-RCSI*	*Inspect curing, cold weather protection and hot weather protection procedures.*

Masonry

Item	Agency # (Qualif.)	Scope
2. Mixing of Mortar and Grout	*ICC-SMSI*	*Inspect proportioning, mixing and retempering of mortar and grout.*
3. Installation of Masonry	*ICC-SMSI*	*Inspect size, layout, bonding and placement of masonry units.*
4. Mortar Joints	*ICC-SMSI*	*Inspect construction of mortar joints including tooling and filling of head joints.*
5. Reinforcement Installation	*ICC-SMSI* *AWS-CWI*	*Inspect placement, positioning and lapping of reinforcing steel.* *Inspect welding of reinforcing steel.*
7. Grouting Operations	*ICC-SMSI*	*Inspect placement and consolidation of grout. Inspect masonry clean-outs for high-lift grouting.*
7. Weather Protection	*ICC-SMSI*	*Inspect cold weather protection and hot weather protection procedures. Verify that wall cavities are protected against precipitation.*
9. Evaluation of Masonry Strength	*ICC-SMSI*	*Test compressive strength of mortar and grout cube samples (ASTM C780).* *Test compressive strength of masonry prisms (ASTM C1314).*
10. Anchors and Ties	*ICC-SMSI*	*Inspect size, location, spacing and embedment of dowels, anchors and ties.*

Structural Steel

Item	Agency # (Qualif.)	Scope
1. Fabricator Certification/ Quality Control Procedures	*AWS/AISC-SSI ICC-SWSI*	*Review shop fabrication and quality control procedures.*
2. Material Certification	*AWS/AISC-SSI ICC-SWSI*	*Review certified mill test reports and identification markings on wide-flange shapes, high-strength bolts, nuts and welding electrodes*
3. Bolting	*AWS/AISC-SSI ICC-SWSI*	*Inspect installation and tightening of high-strength bolts. Verify that splines have separated from tension control bolts. Verify proper tightening sequence. Continuous inspection of bolts in slip-critical connections.*
4. Welding	*AWS-CWI* *ASNT*	*Visually inspect all welds. Inspect pre-heat, post-heat and surface preparation between passes. Verify size and length of fillet welds.* *Ultrasonic testing of all full-penetration welds.*
5. Structural Details	*PE/SE*	*Inspect steel frame for compliance with structural drawings, including bracing, member configuration and connection details.*

Cold-Formed Steel Framing

Item	Agency # (Qualif.)	Scope
1. Member Sizes	*AWS/AISC-SSI ICC-SWSI*	*Inspect for compliance with structural drawings.*
2. Material Thickness	*AWS/AISC-SSI ICC-SWSI*	*Inspect for compliance with structural drawings.*
4. Mechanical Connections	*AWS/AISC-SSI ICC-SWSI*	*Inspect for compliance with structural drawings.*
5. Welding	*AWS/AISC-SSI ICC-SWSI*	*Visually inspect all welds.*
6. Framing Details	*AWS/AISC-SSI ICC-SWSI*	*Inspect for compliance with structural drawings.*

Final Report of Special Inspections

CASE Council of American Structural Engineers

Project: *2024 Capital Project*

Owner: *DeRuyter Central School District*

Owner's Address: *711 Railroad Street, DeRuyter, NY 13052*

Architect of Record: Ashley McGraw Architects, PC

Structural Engineer of Record: Place Engineering, PLLC

To the best of my information, knowledge and belief, the Special Inspections required for this project, and itemized in the Statement of Special Inspections submitted for permit, have been performed and all discovered discrepancies have been reported and resolved other than the following:

Comments:

(Attach continuation sheets if required to complete the description of corrections.)

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,
Special Inspector

(Type or print name)

Signature Date

Licensed Professional Seal

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.

B. This Section applies to the Prime Contractors and their subcontractors. Prime Contractors shall provide whatever temporary facilities that may be required to complete their Contract Work as indicated.

C. Temporary utilities required include but are not limited to:
1. Water service and distribution.
2. Temporary electric power and light.
3. Telephone service.
4. Storm and sanitary sewer.

D. Temporary construction and support facilities required include but are not limited to:
1. Field offices and storage sheds.
2. Temporary roads and paving.
3. Sanitary facilities, including drinking water.
4. Temporary heating and ventilation.
5. Weather protection.
6. Cleanup and waste disposal services.
7. Construction aids and miscellaneous services and facilities.
8. Construction signage.

E. Security and protection facilities required include but are not limited to:
1. Temporary fire protection.
2. Storm water control.
3. Tree and plant protection.
4. Pest control.
5. Security enclosure and lockup.

F. Related Sections include the following:
1. Division 01 Section SUBMITTAL PROCEDURES for procedures for submitting copies of implementation and termination schedule and utility reports.
2. Divisions 02 through 33 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, roofing is complete, insulated, and weather tight; exterior walls are insulated and weather tight; and all openings are closed with permanent construction or substantial temporary closures that are at least equal to the thermal performance of the final construction.

1.4 USE CHARGES

A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Architect and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
   1. Owner's construction forces.
   2. Occupants of Project.
   3. Architect.
   4. Construction Manager.
   5. Testing agencies.
   6. Personnel of authorities having jurisdiction.

B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. The Plumbing Work Contractor (PC-1) shall provide connections and extensions of services as required for construction operations.

C. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. The Electrical Work Contractor (EC-1) shall provide connections and extensions of services as required by all contractors for construction operations.

1.5 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Temporary Utilities: Submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.

C. Implementation and Termination Schedule: Submit a schedule indicating implementation and termination of each temporary utility within 15 days of the date established for submittal of Contractor's Construction.

1.6 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of all Federal, State, and local governing authorities having jurisdiction, including but not limited to:
   1. OSHA regulations.
   2. Building Code requirements.
   3. Health and safety regulations.
   4. Utility company regulations.
   5. Police, Fire Department and Rescue Squad rules.
   6. Environmental protection regulations.
   7. New York State Education Department

B. Standards: Comply with NFPA 241, "Standard for Safeguarding Construction, Alterations, and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities."
   1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
   2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

A. Temporary Utilities: At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of the permanent service.
   1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner and repair any damages without delay. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the site. Relocate temporary services and facilities as required by progress of the Work.

C. Damages: Prime Contractors shall provide for repair of damages caused by use of his temporary facilities. Walks, pavements, curbs, interior finishes, and any other existing surfaces that are broken, damaged, settled or otherwise defective, as a result of receiving, handling or storage of materials or the performance of work for this project shall be fully restored at the expense of the Prime Contractor whose operations or employees caused the damage.

D. Changes: Check for Alternates and other possible changes in the work that might affect work and materials of this section.

E. Parking: For Prime Contractors and subcontractors and their employees, parking shall be only in areas as approved by the Owner. If no such areas are available the Contractors shall make arrangements to park off the site.

F. Use of Site: Prime Contractors shall limit use of the site for access, parking and storage of materials to those areas approved by the Owner. Materials shall be brought into the building only by routes approved by Owner.

1.8 STAGING AREAS AND BUILDING ACCESS

A. A temporary staging area will be provided adjacent to the buildings receiving alterations.

B. All access to the buildings must be through the staging area and passageways, stairways, elevator, etc. as assigned by the Construction Manager.

C. Contractor's personnel shall not be allowed access to any other part of the building other than the immediate construction area except by special arrangement with the Construction Manager.

D. The Contractors shall provide protection pads, runways, etc. for all roof areas that will have to be crossed by Construction personnel and equipment. Coordinate protection to be provided with the Architect and Construction Manager well in advance of roof usage.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials; if acceptable to the Architect, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.

B. Pavement: Comply with Division 32 Section ASPHALT PAVING.

C. Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized steel, chain-link fabric fencing; minimum 8 feet high with galvanized steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top rails.

D. Temporary partitions: The drywall partitions shall be double sided, ½"" drywall, studs, 2'-0" O.C., taped, finished and painted. Temporary Doors: 3'-0" x 7'-0" solid core doors with hardware similar to Set 1.0 per Section 08 7100 – DOOR HARDWARE.

E. Lumber and Plywood: Comply with requirements in Division 06 Section ROUGH CARPENTRY.

F. Gypsum Board: Minimum 5/8 inch thick by 48 inches wide by maximum available lengths; Type X panels with tapered edges. Comply with ASTM C 36/C 36M.

G. Insulation: Un-faced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

H. Paint: Comply with requirements in Division 09 Section PAINTING.
   1. For job-built temporary offices, shops, sheds, fences and other exposed lumber and plywood, provide exterior grade acrylic-latex emulsion over exterior primer.
   2. For sign panels and applying graphics, provide exterior grade alkyd gloss enamel over exterior primer.

I. Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures provide translucent nylon reinforced laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.

J. Water: Provide potable water approved by local health authorities.

2.2 EQUIPMENT

A. General: Provide new equipment; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.

B. Water Hoses: Provide 3/4" heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long, with pressure rating greater than the maximum pressure of the water distribution system; provide adjustable shut-off nozzles at hose discharge.

C. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.

D. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio. Electrical Power Cords must be elevated so as not to impede the traveled way.

E. Lamps and Light Fixtures: Provide general service energy saver (LED) lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.

F. Heating Units: When permanent systems cannot be used for temporary heat, provide a system of gas fired temporary heating units that have been tested and labeled by UL, and are A.G.A. certified. Gas fired heaters may be radiant type, natural convection type, or forced recirculation type, but all shall be UL rated and A.G.A. approved for non-vent use.
   1. Use of electric heaters, gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
   2. Gas heaters shall be ducted if heater is approved for ducted use.
   3. If bottled gas type units are used, storage tanks shall be located outside the building.
   4. Permanent HVAC System: If use of permanent HVAC system is authorized for temporary use during construction, provide filters at each return air grille in system and remove at end of construction.

G. Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.

H. First Aid Supplies: Comply with governing regulations.

I. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
   1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent and size required by location and class of fire exposure.

J. Air Horns: Provide air horns located throughout the project site with directions attached of what to do to sound an alarm and a visual depiction of the muster points at each project locations.

K. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply and trash receptacle.

PART 3 - EXECUTION

3.1 INSTALLATION:

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work. Coordinate locations with the Construction Manager and Architect.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

3.2 WATER SERVICE:

A. The Contractor needing water shall make arrangements with the Construction Manager for the use of water during construction for itself and subcontractors on this project.

B. From the source of supply the Contractor shall provide all temporary connections, lines, hose, pipe, barrels and all other parts and pay all costs for same and shall run temporary lines to each area of the Work where water is required.
   1. Sterilization: Sterilize temporary water piping prior to use.

C. Prime Contractors and subcontractors requiring water shall provide their own hoses and connections to the temporary water lines.

D. The Contractor shall remove from premises all temporary lines, hose, etc., on completion of the Work or as otherwise directed.

3.3 TEMPORARY ELECTRIC SERVICE:

A. Prime Contractors requiring temporary electric power shall coordinate with Electrical Work Contractor (EC-1) to provide temporary electric from Owner's existing electric service. The Electrical Work Contractor (EC-1) shall make arrangements with Construction Manager to tie into existing service and shall ascertain that adequate power is available for temporary service. Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear.

B. The Electrical Work Contractor (EC-1) shall provide temporary electric for all trades. The Electrical Work Contractor (EC-1) shall make arrangements through the Construction Manager for tie into existing service and shall ascertain that adequate power is available for temporary service. Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear.

C. The Electrical Work Contractor (EC-1) shall provide generators for temporary power, lighting and life safety systems during all power shut-downs and switchovers.

D. The Electrical Work Contractor (EC-1) shall provide, maintain and remove temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions for use by all trades.
   1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
   2. Install exterior-yard site lighting that will provide adequate illumination for construction operations, traffic conditions, and signage visibility when the Work is being performed.
   3. Lighting shall be in accordance with OSHA minimum standards.
   4. Temporary light bulbs and any damaged lights shall be replaced on a daily basis.

5. Special temporary lighting such as for painting or other operations, which require more than the standard temporary overhead lighting, shall be the responsibility of the contractor requiring the same.

3.4 TEMPORARY TELEPHONE:

A. Each Contractor shall provide temporary telephone service, if they need it, for all personnel engaged in construction activities, throughout the construction period. Install telephone within the temporary office space.

B. Each Contractor shall provide a portable cellular telephone for superintendent's use in making and receiving telephone calls.

3.5 STORAGE

A. Prime Contractor or subcontractors may erect temporary buildings for the storage of materials and equipment. Heat, light and power, if required, for temporary buildings, is the responsibility of the Prime Contractors or subcontractors erecting each temporary building.

B. The location of any temporary building shall be approved by the Architect and Construction Manager and shall not interfere with the use of the adjacent buildings driveways, walks, etc.

C. Materials shall not be stored promiscuously about the site but shall be carefully stored in areas which will not interfere with pedestrian traffic nor with access to and egress from adjacent properties and buildings.

3.6 TEMPORARY PAVING:

A. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction.
   1. Protect existing site improvements to remain including curbs, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.

3.7 SANITARY FACILITIES:

A. Sanitary facilities include temporary toilets, and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs. Coordinate locations with Construction Manager.

B. Toilets: The General Construction Work Contractor (GC-1) shall provide self-contained toilet units for use by all construction personnel. The quantity of units shall be as required by OSHA for the number of construction workers on site. Shield toilets to ensure privacy. GC-1 contractor will be responsible to stock (toilet paper, paper towels, soap, etc.) and clean these toilet rooms as required. Minimum cleaning will be once a week, but may be required more often.
   1. Provide separate facilities for male and female personnel.
   2. The General Construction Contractor shall provide toilet tissue and similar disposable materials for each facility. The Contractor shall be responsible to keep these toilets clean, including a regular "pump-out" and disposal of the waste by an authorized service.
   3. The area of sanitary facilities shall not be used for loitering, and shall be kept clean by the Contractors.

C. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply for all personnel.

3.8 TEMPORARY CLIMATE CONTROL

A. Within 30 days of Contract award, the Mechanical (HVAC) Contractor (HC-1) shall submit to the Construction Manager for approval a plan describing proposed system including distribution for construction areas and/or occupied areas. Plan shall include sketches and proposed equipment for the following:
   1. Temporary heating

B. All existing, temporary, and new equipment shall be protected from construction dust by the means of a filtration media with a Minimum Efficiency Reporting Value (MERV) of eight (8). These filters shall be changed at a minimum of once a month, or as directed by the Construction Manager. Provide one (1) set of clean filters just prior to final occupancy.
   1. All Contractors are responsible to provide any additional temporary construction heat required for construction operations related to their scope of work. This would include but not limited to additional temporary heat to supplement the temporary heat described below. The General Construction Contractor
      Shall provide temporary heat and enclosures for all concrete work, masonry work, all exterior wall construction systems and finishes as it pertains to the work of their respective contract.

C. Reconstruction and Renovations
   1. General Requirements:
      a. The Owner will permit the use of existing HVAC systems to supplement temporary HVAC requirements. Pleated filters in the return air will be required. Maintenance and replacement of filters as required to keep system free of contaminants. If new equipment is used for temporary HVAC requirements, the contractor will provide extended warranties equal to the time used for temporary HVAC requirements.
      b. All necessary interruptions to, mains, risers, branches, or equipment, shall be scheduled with the Construction Manager and the Owner.
      c. The Mechanical (HVAC) Contractor (HC-1) shall supply temporary heat to the existing building under renovation by an external source, existing equipment, or a combination at the contractor's option, with the approval of the A/E and CM. Warranties shall go into effect at the time of Substantial Completion.

   2. Temporary Heat:
      a. The Mechanical (HVAC) Contractor (HC-1) shall provide temporary heat between September 15th and May 15th of each year.
         i. Provide gas / propane fired heaters, inline blowers as required, including hoses and/or temporary piping, hook-ups, maintenance, service, removal and cost of fuel. Units are to be sized to maintain the temperature within the temporary enclosure between 55 and 60 degrees Fahrenheit. Contractors requiring supplemental heat will provide at their expense.

         ii. Create and maintain a temporary heat and humidity log in a format acceptable to the Construction Manager. Temperatures and humidity levels shall be taken at a minimum of twice daily; in the early morning and late afternoon. These reports shall be submitted to the Construction Manager with the Contractor's daily work reports.

   3. Temporary Ventilation and Exhaust:
      a. Work areas shall be maintained at a negative pressurization with respect to adjacent occupied areas.

      b. The Mechanical (HVAC) Contractor (HC-1) shall provide portable high-performance fans for work areas, and when deemed necessary, positive pressurization devices (supply air fan units with high efficiency filters) for occupied areas.

      c. The Mechanical (HVAC) Contractor (HC-1) shall provide temporary fans located at each work area to provide for negative air from adjacent occupied spaces.

      d. If fumes and or construction dust is detected in Owner occupied areas of the building, the Construction Manager will order the Mechanical (HVAC) Contractor (HC-1) to increase the amount of air being exhausted from an area under construction, or increase the positive pressure in an occupied area, through the use of additional fan equipment at no additional cost to the Owner.
      e. Size temporary air systems to supply a minimum of one complete air change every 120 minutes.

   4. Contractors are required to provide proper environmental/humidity levels required to install their work. Contractors shall maintain proper environmental conditions for the duration of the project, to allow for proper curing and acclimation of their products.

3.9 INDOOR ENVIRONMENTAL / INDOOR AIR QUALITY (IAQ CONTROL)

A. Minimum IAQ requirements for the Construction Project.
   1. Control of the occupied indoor environment will be a priority for the duration of this construction project. All Prime Contractors and Sub-Contractors shall be responsible for control of their construction and maintenance activities to comply with the minimum requirements necessary to provide the occupied areas of the building with acceptable indoor environmental conditions throughout the course of the project.
   2. The Contractors shall provide appropriate engineering controls for the project to comply with 8 NYCRR 155 Section 155.5 Uniform Safety Standards for, and as deemed necessary by the Owner and the Construction Manager.
   3. All Prime Contractors, Construction Manager, Architect, and Owner will review indoor environmental management for this project.
   4. Indoor environmental issues will be addressed at all pre-construction, progress, and pre-installation meetings.

B. Control of Chemical Fumes, Gasses and Other Contaminants.
   All Contractors construction activities with substantial emissions such as, but not limited to, welding, roofing, paving, painting, or operation of internal combustion powered devices, shall be performed so that occupant exposure is minimized.
   1. Contractors shall make provisions to prevent emissions from construction activities from entering occupied areas of the building.
      a. Such provisions may include increasing positive pressurization of occupied areas, providing negative air machines in construction areas, relocation of emission sources, temporary modifications to HVAC outside air intakes, and/or rescheduling work hours outside of the times when the building is occupied.
   2. Contractor Work schedules shall include sufficient time for off-gassing of volatile products (i.e. glues, paints, carpeting, wall coverings, furniture, and other interior finish products) prior to re-occupancy.
   3. All Contractors shall provide information on product manufacturer's recommended temperatures and times required to cure and ventilate building and finish products before use and prior to safe re-occupancy.
      a. Building products or furnishings (which off gas significant contaminants), shall be allowed to off gas in a ventilated warehouse for the manufacturer's recommended period prior to installation.
   4. Cleaning of Occupied Areas: All occupied portions of the facility affected by the construction activity shall be cleaned at the close of each workday.
   5. Contractors shall coordinate with Owner's maintenance staff for any additional housekeeping activities required to render occupant areas acceptable for re-occupancy on the following day.
   6. It shall be the Contractor's responsibility to ensure that required health, safety, and educational activities are maintained in occupied areas.

3.10 SCAFFOLDING AND HOISTING, GENERAL

A. The Prime Contractors shall provide all scaffolds, runways, ramps, hoists and other construction aids as may be required for reaching all portions of his work conveniently and safely, except as otherwise indicated.

B. The Prime Contractors shall furnish and maintain all temporary ramps, runways, chutes, derricks, stairs, joists, cranes and similar items required for the proper execution of the work of the Contract, including the work of subcontractors. Any and all of these facilities shall be constructed so as to prevent damage to, including staining or marring of, permanent work. All damage resulting from the use of such facilities shall be repaired by the Contractor at its expense.
   1. Where chute operation is performed adjacent to areas occupied by the public in which there are wall openings, i.e.: windows, doors, etc., such opening shall be protected against penetration to withstand the maximum credible impact.
   2. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

C. Existing Stair Usage: Use of Owner's existing stairs will be permitted, as long as they are cleaned and maintained in a condition acceptable to owner. At Substantial Completion, restore stairs to condition existing before initial use.
   1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work

3.11 MATERIAL HOIST

A. The construction and operation of the material hoist shall comply with all applicable requirements of the "American Standard Safety Code for Building Construction" published by the "American National Standards Institute and to all applicable state and municipal codes.

B. Prohibit the use of the material hoist for transporting personnel.

C. Any hoisting beyond the capacity of the material hoists described above shall be provided for by the Contractor requiring same.

D. Hoist shall be maintained in good operating condition until such time as it is no longer required as determined by the Construction Manager, and when directed by the Construction Manager, it shall be removed by the Contractor.

E. Temporary Exterior Lighting: Install exterior yard and sign lights so that signs are visible when Work is being performed.

3.12 CLEANUP AND WASTE DISPOSAL

A. General: The premises and the job site shall be maintained in a reasonably neat and orderly condition and kept free from accumulations of waste materials and rubbish during the entire construction period. Remove all crates, cartons and other flammable waste materials or trash from the work areas at the end of each working day. Place waste materials and rubbish in dumpsters.
   1. Access routes and piles of debris shall be wet down to eliminate excessive dust.

B. Responsibility: All Contractors shall be responsible for the general cleaning up work of all of their subcontractors and trades employed on the project, except as otherwise specified. If the premises and job site are not maintained properly, the Construction Manager may have any accumulations of waste materials or trash removed and charge such cost to the Contractor.

C. All areas inside and outside the work area shall be cleaned and left free from rubbish, mortar drippings, extraneous construction materials, dirt and dust. Clean up areas within the contract limits, and keep areas adjoining the construction site, such as streets driveways, walkways, etc., clean and free from debris, mud, etc., which was generated from the construction site.

D. All rubbish shall be lowered by way of chutes, or lowered in receptacles. Under no circumstances shall any rubbish or waste be dropped or thrown from one level to another within or outside the building.

E. Damage to Existing Surfaces: Care shall be taken by workmen not to mark, soil or otherwise deface any finished surfaces. In the event that any finished surface becomes defaced in any way, the Contractor causing damage shall be responsible for cleaning and restoring such surfaces to their original condition.

F. Clean up immediately upon completion of each trades work.

G. Bulky items such as ductwork and boxes shall be compacted and /or broken down prior to being placed in the appropriate dumpster.

H. In addition to cleanup requirements above, each prime contractor working on site shall provide one (1) person for one (1) day, each week for general cleanup of ALL waste and debris (regardless of which trade generated it), as directed by the Construction Manager. Contractors that do not participate will be fined $500.00 per day. This does not relieve each trade from the responsibility to perform their required daily cleaning activities.

I. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg. F. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

J. The General Construction Work Contractor (GC-1) shall provide dumpsters for the use of all contractors. Provide all requirements noted in specification section 01 7419 Construction Waste Management.

K. Separate dumpsters shall be provided for recycling purposes. A minimum container for wood, metal, cardboard and general debris shall be provided. Proper signage for each dumpster shall be provided.

L. Dumpsters shall be located a minimum of twenty five (25) feet away from the building.

M. Refer to Division 01 Sections EXECUTION and CONSTRUCTION WASTE MANAGEMENT for detailed information related to clean-up and waste disposal requirements

3.13 TEMPORARY FIRE PROTECTION AND PREVENTION

A. Maintain unobstructed access at all times to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.

B. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell. All firefighting equipment provided shall be conspicuously located.

C. All firefighting equipment shall be inspected and maintained in operating condition. Defective equipment shall be immediately replaced.

D. Fire extinguishers, water drums and other equipment, subject to freezing, shall be protected from freezing.

E. Store combustible materials in containers in fire-safe locations. Combustible materials shall be stored a minimum of twenty five (25) feet away from the building.

F. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

G. The General Construction Work Contractor (GC-1) shall provide, maintain, and remove fire extinguishers within the buildings and on the roof per NFPA standards. Each contractor shall provide their own fire extinguishers at all hot works areas. Locate air horns at fire extinguisher locations.

3.14 BARRICADES AND PROTECTION

A. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.
   1. Roadways, walks, paths, exit ways and other areas, etc. shall remain unobstructed and shall be maintained in a safe and satisfactory manner.
   2. The Contractor shall properly barricade all of their excavations, trenches, dangerous openings and other parts to prevent injury or harm to any person in such areas.
   3. All guards and night lights and other proper protection shall be provided by the Contractors, for the safety of the public, occupants of adjacent buildings and areas and employees and staff of the Construction Manager as may be required by the Owner and all authorities having jurisdiction.
   4. The Contractor shall provide, maintain, repair and remove temporary covered walkways at points of entry and egress per OSHA requirements. The roof shall be covered with waterproof material. Enclose sides of walkways with adequate materials where exposed to construction activities. Coordinate the locations with the Construction Manager and relocate as required.

B. The Contractor shall be responsible for and shall protect all trees, shrubs, lawns and other site work property from damage by operations of this project where such items are to remain.
   1. Install temporary fencing located as indicated, or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

C. The General Construction Contractor (GC-1) shall provide solid barricades/fencing at the roof perimeter work areas. The barricades shall create an exclusion zone. Maintain the barricades throughout construction and remove at the end of the project. Included should be a loading zone area with tie off points at the roof level for personnel receiving the loads. Layout and material to be coordinated with and approved by the Construction Manager.

3.15 CONSTRUCTION SIGNS

A. Each Contractor shall provide all required construction site signage for traffic, safety, and directions as it pertains to their scope of work. Provide all required temporary traffic controls as required to facilitate the project. This includes warning signs, traffic signs, barrier, warning lights, etc.

3.16 TEMPORARY CONSTRUCTION MANAGEMENT OFFICE

A. The Owner has designated an office area for the Construction Manager in the DeRuyter CSD basement. See 00 1200 Multiple Contract Summary for details on GC-1 responsibilities.

B. The Electrical Contractor EC-1 will provide temporary electrical service to the Construction Manager's office as directed.

3.17 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
   1. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

   2. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Termination and Removal: Unless the Construction Manager requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are property of the Contractor unless otherwise specified.

   2. Remove temporary paving that is not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.

D. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period. Comply with final cleaning requirements in Division 01 Section PROJECT CLOSEOUT.

END OF SECTION 01 5000

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, which is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

C. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by Contract Documents. Substitutions require approval by Architect for use or implementation.
   1. Substitutions provisions are handled in Division 01 Section SUBSTITUTION PROCEDURES.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
   2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor through Construction Manager of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
      a. Form of Approval: As specified in Division 01 Section SUBMITTAL PROCEDURES.
      b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section SUBMITTAL PROCEDURES. Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

B. Source Limitations: To the fullest extent possible, provide products of same kind, from single source.

C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on exterior.

D. Labels: Locate required product labels and stamps on concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.

E. Equipment Nameplates: Provide permanent nameplate on each item of service connected or power operated equipment. Locate on an easily accessible surface, which is inconspicuous in occupied spaces. Nameplate shall contain the following information and other essential operating data:
1. Name of product and manufacturer.
2. Model and serial number.
3. Capacity.
4. Speed.
5. Ratings.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section CLOSEOUT PROCEDURES.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. All products shall be new except for use of salvaged materials/equipment only where specifically directed to do so.
3. Hazardous Materials: Do not incorporate any products into work that contain asbestos, polychlorinated biphenyl (PCB), or similar known or suspected hazardous or toxic materials.
4. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
5. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
6. Where products are accompanied by the term "as selected," Architect will make selection.
7. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
8. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
   a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered on a case-by-case basis with substitution being made at contractors risk.
   b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
   a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered on a case-by-case basis with substitution being made at contractors risk.
   b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section SUBSTITUTION PROCEDURES for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
   1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
   2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
   3. Evidence that proposed product provides specified warranty.
   4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
   5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 6000

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
   1. Construction layout.
   2. Field engineering and surveying.
   3. Installation of Work.
   4. Coordination of Owner installed products.
   5. Progress cleaning.
   6. Starting and adjusting.
   7. Protection of installed construction.
   8. Correction of Work.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For registered professional engineer currently licensed in the State of New York.

B. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.

C. Landfill Receipts: Submit copy of receipts issued by landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.4 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A registered professional land surveyor currently licensed to practice in jurisdiction where Project is located and experienced in providing land surveying services of kind indicated.

B. Manufacturer's Installation Instructions: Obtain and maintain on site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.
   1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Division 01 Section SUSTAINABLE DESIGN REQUIREMENTS

B. In Place Materials: Use materials for patching identical to in place materials. For exposed surfaces, use materials that visually match in place adjacent surfaces to fullest extent possible.
   1. If identical materials are unavailable or cannot be used, use materials that, when installed, provide match acceptable to Architect for visual and functional performance of in place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
   1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water service piping; underground electrical services, and other utilities.
   2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
   1. Examine roughing in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
   2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
   3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where written report listing conditions detrimental to performance of Work is required by other Sections, include the following:
   1. Description of Work.
   2. List of detrimental conditions, including substrates.
   3. List of unacceptable installation tolerances.
   4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

E. Field Measurements: Take field measurements as required to fit Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

F. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

G. Review of Contract Documents and Field Conditions: Immediately on discovery of need for clarification of Contract Documents caused by differing field conditions outside control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section PROJECT MANAGEMENT AND COORDINATION.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly, and wait information reconciliation prior to start of work

B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two (2) or more locations.

D. Record Log: Maintain log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make log available for reference by Architect and Construction Manager.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at time and under conditions that ensure best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
   2. Allow for building movement, including thermal expansion and contraction.
   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
   1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
   2. Do not hold waste materials more than seven (7) days during normal weather or three (3) days if temperature is expected to rise above 80 degrees F.
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
      a. Use containers intended for holding waste materials of type to be stored.
   4. Coordinate progress cleaning for joint use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to level of cleanliness necessary for proper execution of Work.
   1. Remove liquid spills promptly.
   2. Where dust would impair proper execution of the Work, broom clean or vacuum entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials not hazardous to health or property and not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section TEMPORARY FACILITIES AND CONTROLS. and Division 01 Section CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through remainder of construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to ensure no part of construction completed or in progress, is subject to harmful, dangerous, damaging or otherwise deleterious exposure during construction period.

3.6 STARTING AND ADJUSTING

A. Coordinate start-up and adjusting of equipment and operating components with requirements in Division 01 Section GENERAL COMMISSIONING REQUIREMENTS.

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section QUALITY REQUIREMENTS.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 01 7300

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Every Contractor shall be responsible for cutting, fitting or patching that may be required to complete work or make several parts fit together, except where Contract Documents explicitly show otherwise.
   1. Skilled tradesmen shall be hired as subcontractors to complete cutting and patching or removal and replacement of trade work falling under scope of Prime Contractor; i.e., windows with pipes penetrating where windows are to be replaced.
   2. Only roofers shall cut roofing, which shall be kept watertight at all times.

C. Contractors shall not damage or endanger any portion of work, or work of Owner or separate Contractors, by cutting, patching or otherwise altering any work, including by excavation, without written consent from Owner or other Contractor. Consent for altering or cutting shall not be unreasonably withheld.

D. Where any part of the work of one Contractor is impacted by Owner or other Contractor, Architect shall be notified immediately of apparent discrepancies or defects that could render existing conditions unsuitable for proper execution and results. Failure of Contractor to report unsuitable existing conditions shall constitute an acceptance of conditions, except as to defects which may subsequently become apparent in such work by others.

E. Costs created by defective or ill-timed work shall be borne by responsible party.

F. If Contractor causes damage to work or property of Owner or other work on site, Contractor shall promptly remedy such damage.

G. Deconstruction or demolition of selected portions of building for alterations is specified elsewhere.

1.3 DEFINITIONS

A. Cutting: Removal of in place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

A. Cutting and Patching Proposal: Submit proposal describing procedures at least Ten (10) days before cutting and patching is performed, requesting approval to proceed. Include the following information:
   1. Extent: Describe cutting and patching, show how it will be performed, and indicate why it cannot be avoided.
   2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
   3. Products: List products to be used and firms or entities that will perform Work.
   4. Dates: Indicate when cutting and patching shall be performed.
   5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures disturb or affect. List services/systems that to be relocated and those temporarily out of service. Indicate how long services/systems may be disrupted.
      a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
   6. Construction Manager's Approval: Obtain approval of cutting and patching proposal before cutting and patching.
      a. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

B. Structural Elements: Shore, brace and support structural elements during cutting and patching. Do not cut and patch structural elements in manner that could change their load carrying capacity or load deflection ratio. Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations of registered professional (structural) engineer currently licensed in New York State showing integration of reinforcement with original structure.
   1. Obtain Architect's approval of registered professional engineer's plan for cutting and patching proposal before cutting or patching the following structural elements:
      a. Foundation construction.
      b. Bearing and retaining walls.
      c. Structural concrete.
      d. Structural steel.
      e. Lintels.
      f. Roof and roof decking.
      g. Structural decking.
      h. Miscellaneous structural metals.
      i. Equipment supports.

C. Operational Elements: Do not cut and patch operating elements and related components in manner that reduces their capacity to perform as intended or increases maintenance or decreases operational life or safety. Operational elements include, but are not limited to, the following:
   1. Primary operational systems and equipment.
   2. Fire separation assemblies.
   3. Air or smoke barriers.
   4. Fire suppression systems.
   5. Fire detection and fire alarm systems.
   6. Mechanical systems piping and ducts.
   7. Control systems.
   8. Communication systems.
   9. Conveying systems.
   10. Electrical wiring systems.
   11. Operating systems of special construction.

D. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in manner that could change their load carrying capacity, results in reducing their capacity to perform as intended, or results in increased maintenance or decreased operational life or safety. Miscellaneous elements include, but are not limited to, the following:
   1. Water, moisture or vapor barriers.
   2. Membranes and flashings.
   3. Exterior curtain wall construction.
   4. Sprayed fire resistive materials.
   5. Equipment supports.
   6. Piping, ductwork, vessels, and equipment.
   7. Noise and vibration control elements and systems.

E. Visual Elements: Do not cut and patch construction in manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on exterior or in occupied spaces in manner that would, in Architect's opinion, reduce building's aesthetic qualities. Remove and replace construction that has been cut and patched in visually unsatisfactory manner.

F. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

G. Fire resistive integrity: Where holes or gaps remain from removed elements, fill void using solid fire resistive materials full depth of structure; terminate below finishes to allow new finish to be installed (see patching). Maintain fire resistive and structural integrity of structures.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Division 01 Section SUSTAINABLE DESIGN REQUIREMENTS.

C. Existing Materials: Use materials identical to in place materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to fullest extent possible.
   1. If identical materials are unavailable or cannot be used, use materials that, when installed, provide match acceptable to Architect for visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
   1. Compatibility: Before patching, ensure compatibility with, and suitability of, substrates, including compatibility with existing finishes or primers.
   2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas. If disruption to occupied spaces is anticipated, notify Construction Manager seven days prior to work.

E. Take precautions necessary to avoid cutting existing pipe, conduit or ductwork serving building, but scheduled to be removed or relocated until provisions have been made to bypass them.

F. Before cutting begins, Contractor shall coordinate with Construction Manager to ensure fire alarm and HVAC systems are placed out of service before work commences.

G. Before cutting begins, Contractor shall seal area dust tight to prevent dust from infiltrating spaces surrounding work area.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut in place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Finished Surfaces: Cut or drill from exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using cutting machine, such as abrasive saw or diamond core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.
7. Bypass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by passing and cutting.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
   b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
   a. Where patching occurs in painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair or rehang in place ceilings as necessary to provide even plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in manner that restores enclosure to weathertight condition and ensures thermal and moisture integrity of building enclosure.
6. Patching around piping and penetrations: Provide firestopping at perimeter of penetrations for smoke-tight seal to maintain integrity of fire resistive and smoke barrier qualities.

D. Cleaning: Clean areas and spaces where cutting and patching are performed, or used as access. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 7329

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 specifies general administrative and procedural requirements for warranties and bonds required by Contract Documents, including manufacturer's standard warranties on products and special warranties.

B. Refer to General Conditions for terms of Contractor's special warranty of workmanship and materials.

C. Specific requirements for warranties for Work and products and installation that are specified to be warranted, are included in individual Sections of Divisions 02 through 28.

D. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in Contract Documents.

E. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of warranty on Work that incorporates products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with Contractor.

1.3 DEFINITIONS

A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by manufacturer to Owner.

B. Special Warranties are written required by or incorporated in Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for Owner.

1.4 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correction warranted Work that has failed, remove and replace other Work that has been damaged as result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

B. Reinstatement of Warranty: When Work covered by warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to original warranty with equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild Work to an acceptable condition complying with requirements of Contract Documents. Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether Owner has benefited from use of Work through a portion of its anticipated useful service life.

D. Owner's Recourse: Written warranties made to Owner are in addition to implied warranties, and shall not limit duties, obligations, rights and remedies otherwise available under law, nor shall warranty periods be interpreted as limitations on time in which Owner can enforce such other duties, obligations, rights, or remedies.

E. Rejection of Warranties: Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of Contract Documents.

F. Owner reserves the right to refuse to accept Work for Project where special warranty, certification or similar commitment is required on such Work or part of Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

A. Submit Written Warranties to Architect prior to date certified for final Completion. If Architect's Certificate of Final Completion designates commencement date for warranties other than date of final Completion for Work, or designated portion of Work, submit written warranties upon request of Architect.

B. When designated portion of Work is completed and occupied or used by Owner, by separate agreement with Contractor during construction period, submit properly executed warranties to Architect within fifteen days of completion of that designated portion of Work.

C. When special warranty is required to be executed by Contractor or Contractor and Subcontractor, supplier or manufacturer, prepare written document that contains appropriate terms and identification, ready for execution by required parties. Submit draft to Owner through Architect for approval prior to final execution.

D. Construction Manager's One (1) Year Written Warranty: Provide one (1) year written warranty including materials and workmanship of every subcontractor.

E. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty and as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not applicable)

PART 3 - EXECUTION (Not applicable)

END OF SECTION 01 7400

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:
   1. Salvaging, Recycling and Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE REQUIREMENTS

A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

Demolition Waste:

Asphalt paving.
Concrete.
Concrete reinforcing steel.
Brick.
Concrete masonry units.
Wood studs.
Wood joists.
Plywood and OSB.
Wood paneling.
Wood trim.
Structural and misc. steel.
Rough hardware.
Roofing.
Insulation.
Doors and frames.
Door hardware.
Windows.
Glazing.
Metal studs.
Gypsum board.
Acoustical tile and panels.
Carpet.
Carpet pad.
Demountable partitions.
Equipment.
Cabinets.
Plumbing fixtures.
Piping.
Supports and hangers.
Valves.
Sprinklers.
Mechanical equipment.
Refrigerants.
Electrical conduit.
Copper wiring.
Lighting fixtures.
Lamps.
Ballasts.
Electrical devices.
Switchgear and panelboards.
Transformers.

Construction Waste:

Masonry and CMU.
Lumber.
Wood sheet materials.
Wood trim.
Metals.
Roofing.
Insulation.
Carpet and pad.
Gypsum board.
Piping.
Electrical conduit.
Packaging:
Salvage or recycle 100 percent of the following uncontaminated packaging materials:

- Paper.
- Cardboard.
- Boxes.
- Plastic sheet and film.
- Polystyrene packaging.
- Wood crates.
- Plastic pails.

1.5 SUBMITTALS

A. Waste Management Plan: Submit plan within 21 days of the Notice of Award.

B. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills, treatment plants and incinerator facilities licensed to accept them.

1.6 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

1.7 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan consisting of waste identification and waste reduction work plan.

B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
   1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
   2. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
   1. Comply with operation, termination, and removal requirements in Division 01 Section TEMPORARY FACILITIES AND CONTROLS.

B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
   1. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
   2. Comply with Division 01 Section TEMPORARY FACILITIES AND CONTROLS for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.

C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
   1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
      a. Inspect containers and bins for contamination and remove contaminated materials if found.
   2. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.3 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
   1. Except as otherwise specified, do not allow waste materials that are to be disposed of to accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

END OF SECTION 01 7419

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-01 Specification Sections, apply to this Section.

1.2 SUMMARY:

A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
   1. Inspection procedures.
   2. Project record document submittal.
   3. Operating and maintenance manual submittal.
   4. Instruction of the Owner's personnel.
   5. Submittal of warranties.
   6. Final cleaning.

1.3 SUBSTANTIAL COMPLETION:

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
   1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show the percent of completion as specified in the Supplementary General Conditions for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
   2. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
   3. Advise Owner of pending insurance changeover requirements.
   4. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
   5. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits (certificate of occupancy), operating certificates, certificates of inspection and similar releases.
   6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
   7. Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.
   8. Complete startup testing of systems.
   9. Submit test/adjust/balance records.
   10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
   11. Advise Owner of changeover in heat and other utilities.
   12. Submit change-over information related to Owner's occupancy, use, operation, and maintenance.
   13. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
   1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
   2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL COMPLETION:

A. Preliminary Procedures: Before requesting final inspection and final payment, complete the following. List exceptions in the request.
   1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
   2. Submit an updated final statement, accounting for final additional changes to the Contract Sum and unused allowances.
   3. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.

4. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
5. Submit Consent of Surety to Final Payment and Waiver of Claims.
6. Submit a copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.
7. Submit pest-control final inspection report and warranty.
8. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
9. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
10. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

B. Re-inspection Procedure: Submit a written request for final inspection for acceptance. On receipt of request, Architect and Construction Manager will proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected, except items whose completion has been delayed because of circumstances acceptable to the Architect and Owner.

C. Re-inspection Costs: Should the Architect/Engineer and the Construction Manager be required to re-inspect the work after the Final Inspection because of failure of the Contractor to comply with the written certification listed in 1.4.B.1, the Architect/Engineer and the Construction Manager will invoice the Owner for all related costs incurred, which in turn the owner will back charge to the Contractor via deduct change order.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
a. Project name.
b. Date.
c. Name of Architect and Construction Manager.
d. Name of Contractor.
e. Page number.

1.6 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

E. Participate in an 11-month warranty inspection meeting on site and take immediate steps to rectify any issues to meet the requirements of the contract documents at no additional cost to the District.

1.7 PROJECT RECORD DOCUMENTS:

A. Refer to Section 01 7823 – OPERATION AND MAINTENANCE DATA

B. Refer to Section 01 7893 – PROJECT RECORD DOCUMENTS

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING:

A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Such instructions shall be confirmed by a written statement prepared by the Contractor and signed by the designated representative of the Owner. Submit four copies of statement to the Architect for distribution. Training shall be video recorded and delivered with Operation and Maintenance manuals in reproducible digital format. Instructions shall include a detailed review of the following items:
   1. Maintenance manuals.
   2. Record documents.
   3. Spare parts and materials.
   4. Tools.
   5. Lubricants.
   6. Fuels.
   7. Identification systems.
   8. Control sequences.
   9. Hazards.
   10. Cleaning.
   11. Warranties and bonds.
   12. Maintenance agreements and similar continuing commitments.

B. As part of instruction for operating equipment, demonstrate the following procedures:
   1. Start-up.
   2. Shutdown.
   3. Emergency operations.
   4. Noise and vibration adjustments.
   5. Safety procedures.
   6. Economy and efficiency adjustments.
   7. Effective energy utilization.

C. All systems furnished and installed by the Contractor are their full responsibility until final acceptance, even though operated by the Owner's personnel, unless otherwise agreed in writing.

3.2 FINAL CLEANING:

A. General: The general conditions require general cleaning during construction. Regular site cleaning is included in Division 01 Section TEMPORARY FACILITIES.

B. Cleaning: Employ experienced professional cleaning service for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

D. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion for entire Project or for a portion of Project:
   1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

3. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
4. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
5. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
6. Sweep concrete floors broom clean in unoccupied spaces.
7. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
8. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
9. Remove labels that are not permanent.
10. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
11. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
12. Replace parts subject to unusual operating conditions.
13. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
14. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
15. Clean ducts, blowers, and coils if units were operated without filters during construction.
16. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
17. Leave Project clean and ready for occupancy.

E. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.

F. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

G. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
    1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 01 7700

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals.

1.3 DESCRIPTION

A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.

B. Prepare operating and maintenance data as specified in this Section and as referenced in other sections of Specifications.

C. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.

1.4 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:
   1. Skilled as a technical writer to the extent required to communicate essential data.
   2. Skilled as a draftsman competent to prepare required drawings.

1.5 FORM OF SUBMISSION

A. Individual close out related submittals are to be submitted in advance of delivering the O&M manual in final form through the submittal process.

B. Prepare data in the form of an instructional manual for use by Owner's personnel. Additionally, provide all submitted information in an electronic PDF format on USB thumb drive.

C. Format:
   1. Size: 8 1/2-inch X 11 inch.
   2. Paper: 10 pound minimum, white, for typed pages.
   3. Text: Manufacturer's printed data, or neatly typewritten.
   4. Drawings:
      a. Reinforced punched binder tab, bind in with text.
      b. Fold larger drawings to size of text pages.

   5. Provide tabbed indexed dividers for each separate product, piece of operating equipment, or system.
      a. Divide information by specification section, major equipment, or systems.
      b. Provide typed description of product and major component parts of equipment or system.

   6. Cover: Identify each volume (front and spine) with typed or printed title "OPERATION AND MAINTENANCE INSTRUCTIONS". List:
      a. Title of Project
      b. Identity of separate structures as applicable.
      c. Identity of general subject matter covered in the manual.

   7. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software.

D. Binders:
   1. Commercial quality three D-ring binders with durable and cleanable plastic covers.
   2. Minimum ring size: 1 inch. Size ¼" thicker than material for future inserts.
   3. When multiple binders are used, correlate the data into related consistent groupings.

1.6 CONTENT OF MANUAL

A. Title page with project title, Architect, Engineer, Construction Manager, Contractor, and Subcontractors with addresses, telephone numbers, and contacts.

B. Neatly typewritten table of contents for each volume, arranged in systematic order describing all index tabs.
   1. List of each product required to be included, indexed to the content of the volume.
   2. List with each product, the name, address, telephone number, and contacts of:
      a. Subcontractors and major equipment suppliers.
      b. Local source of supply for parts and replacement.
   3. Identify each product by product name and other identifying symbols as described in Contract Documents.

C. Product Data:
   1. Include only those sheets that are pertinent to the specific product.
   2. Mark each sheet to:
      a. Clearly identify the specific product or part installed.
      b. Clearly identify the data applicable to the installation.
         i. Delete references to inapplicable information.

D. Drawings:
   1. Supplement product data with drawings as necessary to clearly illustrate:
      a. Relations of component parts of equipment and systems.
      b. Control and flow diagrams.
   2. Coordinate drawings with Project Record Documents to assure correct illustration of completed installation.
      a. Do not use Project Record Documents as maintenance drawings.

E. Start-Up Reports:
   1. Copies of factory inspections and / or equipment start-up reports.

F. Written text, as required to supplement product data for the particular installation:
   1. Organize in a consistent format under separate headings for different procedures.
   2. Provide a logical sequence of instructions for each procedure.

G. Copy of each warranty, guarantee and service contract issued.
   1. Provide information sheet for Owner's personnel, give:
      a. Proper procedures in the event of failure.
      b. Instances that might affect the validity of warranties or guarantees.

1.7 MANUAL FOR MATERIALS AND FINISHES

A. Submit one (1) copy of complete manual in final form. Digital copy of O&M manual in final form shall be included with the submission of the physical copy.

B. Content, for moisture-protection and weather-exposed products:
   1. Manufacturer's data, giving full information on products.
      a. Catalog number, size, composition.
      b. Cautions against cleaning agents and methods that are detrimental to the product.
      c. Recommended schedule for cleaning and maintenance.

C. Content, for moisture-protection and weather-exposed products:

1. Manufacturer's data, giving full information on products.
    a. Applicable standards
    b. Chemical composition
    c. Details of installation

2. Instructions for inspection, maintenance and repair.

D. Additional requirements for maintenance data: The respective sections of Specifications.

E. Provide complete information for all products specified.

1.8 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit two (2) copies of complete manual in final form.

B. Content, for each unit of equipment and system, as appropriate:
1. Description of unit and component parts.
    a. Function, normal operating characteristics and limiting conditions.
    b. Performance curves, engineering data and tests.
    c. Complete nomenclature and commercial number of all replaceable parts.
2. Operating procedures:
    a. Start-up, break-in, routine and normal operating instructions.
    b. Regulation, control, stopping, shut-down and emergency instructions.
    c. Summer and winter operating instructions.
    d. Special operating instructions.
3. Maintenance Schedule and Procedures:
    a. Chart listing routine maintenance requirements and frequency.
    b. Guide to "trouble-shooting"
    c. Disassembly, repair and reassembly instructions.
    d. Alignment, adjusting and checking.
4. Servicing and lubrication schedule:
    a. List of lubricants in all equipment and recommended frequency of lubrication.
5. Manufacturer's printed operating and maintenance instructions.
6. Description of sequence of operation by control manufacturer.
7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
    a. Predicted life of parts subject to wear.
    b. Items recommended to be stocked as spare parts.
8. Copies of factory inspections and / or equipment start-up reports.
9. Schematic wiring diagrams of the equipment that have been updated for field conditions.
10. As-installed control diagrams by controls manufacturer.
11. Each Contractor's coordination drawings.
    a. As-installed color-coded piping diagrams.
12. Charts of valve tag numbers, with the location and function of each valve.
13. List of original manufacturer's spare parts, suppliers, and recommended quantities to be maintained in storage.
14. Instruction books, cards, and manuals furnished with the equipment and / or system.
15. Other data as required under pertinent sections of specifications.

C. Content, for each electric and electronic system, as appropriate:
1. Description of system and component parts:
    a. Function, normal operating characteristics, and limiting conditions.
    b. Performance curves, engineering data and tests.
    c. Complete nomenclature and commercial number of replaceable parts.
2. Circuit directories of panel boards:
    a. Electrical service
    b. Controls
    c. Communications

3. As-installed color-coded wiring diagrams.
4. Operating procedures:
    a. Routine and normal operating instructions.
    b. Sequences required.
    c. Special operating instructions.
5. Maintenance Schedule and Procedures:
    a. Chart listing routine maintenance requirements and frequency.
    b. Guide to "trouble-shooting"
    c. Disassembly, repair and reassembly instructions.
    d. Adjustment and checking.
6. Manufacturer's printed operating and maintenance instructions.
7. Schematic wiring diagrams of the equipment that have been updated for field conditions.
8. Copies of factory inspections and / or equipment start-up reports.
9. List of original manufacturer's spare parts, suppliers, and recommended quantities to be maintained in storage.
10. Instruction books, cards, and manuals furnished with the equipment and / or system.
11. Other data as required under pertinent sections of specifications.

D. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.

E. Additional requirements for operating and maintenance data: The respective sections of Specifications.

1.9 SUBMISSION SCHEDULE

A. Submission of Operation & Maintenance Manuals will take place at a minimum, when the approved payment application reaches 70% of the contract value. Upon approval of the Operation & Maintenance Manuals, a maximum of 75% of the scheduled value for the Operation & Maintenance manuals will be approved in a subsequent payment application. Exclusions for the 75% complete Operation & Maintenance Manuals include: Final testing reports (Not Balancing), Final proof of Owner Instructions and Final Warranties.

    1. Copy will be returned after final inspection or acceptance, with comments.

B. Submit specified number of copies of approved data in final form ten (10) days after final inspection or acceptance.

1.10 DEMONSTRATING AND TRAINING

A. Prior to final inspection or acceptance, fully demonstrate and train Owner's designated personnel in the operation, adjustment and maintenance of products, equipment and systems.

B. Demonstration and training shall be structured and include the following:

    1. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:

        a. Equipment, including food-service equipment, clock system, and communication system.
        b. Fire-protection systems, including fire alarm.
        c. Heat generation, including boilers, feedwater equipment, and pumps.
        d. HVAC systems, including air-handling equipment and terminal equipment and devices.
        e. HVAC instrumentation and controls.
        f. Electrical service and distribution, including uninterruptible power supplies and motor controls.
        g. Conveying systems including elevators.

2. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:

    a. Basis of System Design, Operational Requirements, and Criteria: Include the following:
        i. System, subsystem, and equipment descriptions.
        ii. Performance and design criteria if Contractor is delegated design responsibility.
        iii. Operating standards.
        iv. Equipment function.
        v. Operating characteristics.
        vi. Limiting conditions.

    b. Documentation: Review the following items in detail:
        i. Operations manuals.
        ii. Maintenance manuals.
        iii. Identification systems.
        iv. Maintenance service agreements and similar continuing commitments.

    c. Emergencies: Include the following, as applicable:
        i. Instructions on meaning of warnings, trouble indications, and error messages.
        ii. Instructions on stopping.
        iii. Shutdown instructions for each type of emergency.
        iv. Operating instructions for conditions outside of normal operating limits.
        v. Sequences for electric or electronic systems.
        vi. Special operating instructions and procedures.

    d. Operations: Include the following, as applicable:
        i. Startup procedures.
        ii. Equipment or system break-in procedures.
        iii. Routine and normal operating instructions.
        iv. Regulation and control procedures.
        v. Control sequences.
        vi. Normal shutdown instructions.
        vii. Operating procedures for system, subsystem, or equipment failure.
        viii. Seasonal and weekend operating instructions.
        ix. Required sequences for electric or electronic systems.

    e. Adjustments: Include the following:
        i. Alignments.
        ii. Checking adjustments.
        iii. Noise and vibration adjustments.
        iv. Economy and efficiency adjustments.

    f. Troubleshooting: Include the following:
        i. Diagnostic instructions.
        ii. Test and inspection procedures.

    g. Maintenance: Include 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. Procedures for routine cleaning
        v. Procedures for preventive maintenance.
        vi. Procedures for routine maintenance.
        vii. Instruction on use of special tools.

    h. Repairs: Include the following:
        i. Diagnosis instructions.
        ii. Repair instructions.

iii. Instructions for identifying parts and components.
iv. Review of spare parts needed for operation and maintenance.

1.11 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory authorized service representative, experienced in operation and maintenance procedures and training.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.1 PREPARATION

A. Prepare and submit an outline of instructional program content for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Submit a minimum of three (3) weeks prior to proposed training dates.

B. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate with Owner for number of participants, instruction times, and location.

B. Provide verbal and written instructions to the Owner's representatives by FACTORY PERSONNEL to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Owner will furnish Prime Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner through Construction Manager, with at least seven (7) days advance notice.

D. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 VIDEO RECORDING

A. Demonstration and Training Recording: Record instruction of Owner's representatives in the operation and maintenance of equipment and systems. Select vantage points to best show equipment, systems and procedures demonstrated. These recordings are to be labeled as to what subject the recording contains and turned over to the Construction Manager. Required media is: USB thumb drive / External Hard drive containing multiple videos at the end of the project.

3.4 DOCUMENTATION

A. Fully execute a Training Receipt form and submit to the Construction Manager upon completion.

B. Render additional instructions necessary for the operation of heating, ventilating and air conditioning systems during the first heating and cooling season after acceptance.

C. OPERATIONS & MAINTENANCE INSTRUCTIONS TEMPLATE MAY BE REQUESTED FOR USE.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section includes the requirements for project record documents.

1.3 MAINTENANCE OF DOCUMENTS

A. Maintain, at job site, one copy off:
   1. Contract Drawings
   2. Specifications
   3. Addenda
   4. Approved Shop Drawings
   5. Supplemental Instructions
   6. Change Events & Change Orders
   7. Other Modifications to Contract
   8. Project Record Drawings / As-Built Drawings
   9. Field Test Records
   10. Correspondence File
   11. Material Safety Data Sheets
   12. All documentation required by OSHA, State, Federal and Local Authorities.

B. Store documents in approved locations, apart from documents used for construction.

C. Provide files and racks for storage of documents.

D. Maintain documents in clean, dry, legible condition.

E. Do not use record documents for construction purposes.

F. Make documents available at all times for inspection by Construction Manager, Architect/Engineer and Owner.

G. File documents in accordance with Project Filing Format of Uniform Construction Index (UCI).

1.4 MARKING DEVICES

A. Provide felt marking pen for marking, conforming to following color code:
   1. Red for general construction work.
   2. Blue for plumbing work.
   3. Green for heating, ventilating work.
   4. Brown for electrical work.
   5. Black for other written notations.

1.5 RECORDING

A. Label each document "PROJECT RECORD" in two inch high printed letters.

B. Keep record documents current.

C. Do not permanently conceal any work until required information has been recorded.

D. Contract Drawings
   1. Maintain a clean, undamaged set of black line white-prints of Contract Drawings and Shop Drawings.
   2. Legibly mark to record actual construction:
      a. All items from Addendums
      b. Dimensional changes to Drawings
      c. Revisions to details shown on Drawings
      d. Revisions to electrical circuitry
      e. Actual equipment locations
      f. Duct size and routing
      g. Depths of various elements of foundation in relation to the finish floor.
      h. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
      i. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
      j. Field changes of dimension and detail.
      k. Changes made by Supplemental Instructions
      l. Changes made by Change Order or Change Event.
      m. Details not on original Contract Drawings.

E. Specifications and Addenda
   1. Legibly mark-up each section to record:
      a. All items from Addendums
      b. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
      c. Changes made by Supplemental Instructions
      d. Changes made by Change Order or Change Event.
      e. Record the name of manufacturer, supplier, installer and other information necessary to provide a record of selections made.
      f. For each principal product, indicate whether Record Product Data has been submitted in operation & maintenance manuals instead of submitted as Record Product Data.
      g. Other matters not originally specified.

F. Shop Drawings: Maintain as record documents. Legibly mark-up approved shop drawings to show changes made after review.

G. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Architect, Construction Manager and Owner's personnel to determine which of the submitted Samples that have been maintained during the progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.

H. Upon completion of the project, the Contractor shall transfer all "As Built" information to one (1) set of reproducible drawings and shall provide one (1) copy in pdf format on digital media. These accurate "As Built" must be submitted and reviewed by Architect/Engineer prior to the release of retainage. "As Built documents shall not bear the seal or signature of the Architect/Engineer".

1.6 CONTRACTOR'S DAILY LOG

A. Form: Each Prime Contractor will be required to input Daily Log information into Procore.

B. Information Required:
   1. Day, Date.
   2. Name of Contractor/Subcontractors.
   3. Manpower breakdown by Contractor/Subcontractor with hours worked.
   4. Description of where working and operations.
   5. Description of work being performed – Base Contract, Change Order, or Disputed Work
   6. General description of material delivered.
   7. List of visitors.
   8. Remarks on accidents, progress of work, etc.
   9. List of equipment.
   10. Listing of Man hours per trade and classifications to be used.
   11. Temperature and weather conditions.
   12. Photos of daily activities.

1.7 SUBMISSION REQUIREMENTS

A. Each Prime Contractor will be required to input Daily Log information into Procore on a daily basis.

B. At completion of project, deliver record documents to Construction Manager on digital media and include in Operation and Maintenance Manual.

C. Accompany submittal with transmittal letter, in duplicate containing:
   1. Date
   2. Project title and number
   3. Contractor's name and address
   4. Title and number of each record document
   5. Certification that each document as submitted is complete and accurate.
   6. Signature of Contractor, or authorized representative.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
   1. Demonstration of operation of systems, subsystems, and equipment.
   2. Training in operation and maintenance of systems, subsystems, and equipment.
   3. Demonstration and training video recordings.

1.3 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including list of training modules and schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
   1. Indicate proposed training modules using manufacturer produced Demonstration and Training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

B. Qualification Data: For Facilitator, Instructor, and Videographer.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

D. Evaluations: For each participant and for each training module, submit results and documentation of performance based test.

1.4 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two (2) copies within seven (7) days of end of each training module.
   1. Identification: On each copy, provide an applied label with the following information:
      a. Name of Project.
      b. Name and address of videographer.
      c. Name of Architect.
      d. Name of Construction Manager.
      e. Name of Contractor.
      f. Date of video recording.
      g. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
   2. Transcript:
      a. Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as corresponding video recording. Include name of Project and date of video recording on each page. And
      b. Prepared in PDF electronic format. Include cover sheet with same label information as corresponding video recording and table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
   3. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals and in PDF electronic file format on compact disc.

1.5 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory authorized service representative, complying with requirements in Division 01 Section QUALITY REQUIREMENTS, experienced in operation and maintenance procedures and training.

C. Videographer Qualifications: A professional videographer experienced photographing demonstration and training events similar to those required.

D. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section PROJECT MANAGEMENT AND COORDINATION. Review methods and procedures related to demonstration and training including, but not limited to, the following:
   1. Inspect and discuss locations and other facilities required for instruction.
   2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
   3. Review required content of instruction.
   4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.6 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop learning objective and teaching outline for each module. Include description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to system, equipment or component:
   1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
      a. System, subsystem, and equipment descriptions.
      b. Performance and design criteria if Contractor is delegated design responsibility.
      c. Operating standards.
      d. Regulatory requirements.
      e. Equipment function.
      f. Operating characteristics.
      g. Limiting conditions.
      h. Performance curves.
   2. Documentation: Review the following items in detail:
      a. Emergency manuals.
      b. Operations manuals.
      c. Maintenance manuals.
      d. Project record documents.
      e. Identification systems.
      f. Warranties and bonds.
      g. Maintenance service agreements and similar continuing commitments.
   3. Emergencies: Include the following, as applicable:
      a. Instructions on meaning of warnings, trouble indications, and error messages.
      b. Instructions on stopping.
      c. Shutdown instructions for each type of emergency.
      d. Operating instructions for conditions outside of normal operating limits.
      e. Sequences for electric or electronic systems.
      f. Special operating instructions and procedures.
   4. Operations: Include the following, as applicable:
      a. Startup procedures.
      b. Equipment or system break-in procedures.

c. Routine and normal operating instructions.
d. Regulation and control procedures.
e. Control sequences.
f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:
   a. Alignments.
   b. Checking adjustments.
   c. Noise and vibration adjustments.
   d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.
7. Maintenance: Include the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning
   e. Procedures for preventive maintenance.
   f. Procedures for routine maintenance.
   g. Instruction on use of special tools.
8. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into training manual organized in coordination with requirements in Division 01 Section OPERATION AND MAINTENANCE DATA.

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Facilitator: Engage qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
   1. Contractor will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
   2. Owner will furnish instructor to describe Owner's operational philosophy.
   3. Owner will furnish Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
   1. Schedule training with Owner, through Construction Manager, with at least seven (7) days' advance notice.

D. Training Location and Reference Material: Conduct training on site in the completed and fully operational facility using the actual equipment in place. Conduct training using final operation and maintenance data submittals.

E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral performance based test.

F. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. General: Engage qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
   1. At beginning of each training module, record each chart containing learning objective and lesson outline.

B. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to Owner, on electronic media.
   1. Electronic Media: Read only format compact disc acceptable to Owner, with commercial grade graphic label.
   2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen based menu.
   3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
   4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
      a. Name of Contractor/Installer.
      b. Business address.
      c. Business phone number.
      d. Point of contact.
      e. E-mail address.

C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
   1. Film training session(s) in segments not to exceed 15 minutes.
      a. Produce segments to present single significant piece of equipment per segment.
      b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
      c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.

D. Light Levels: Ensure light levels are adequate to properly light equipment. Ensure equipment markings are clearly visible prior to recording.
   1. Furnish additional portable lighting as required.

E. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.

F. Transcript: Provide transcript of narration. Display images and running time captured from videotape opposite corresponding narration segment.

G. Pre-Produced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

3.4 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. Systems, subsystems and equipment that require demonstration and training include, but are not limited to, the following:
   1. Refer to items 2.1.A above.

END OF SECTION 01 7900

TESTING FOR INDOOR ENVIRONMENTAL QUALITY 01 8119

GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, and specifications of materials mentioned in this section, apply to this Section.

1.2 SUMMARY

A. General: This section provides requirements for Baseline Indoor Environmental Quality (IEQ) testing for maximum indoor pollutant concentrations for acceptance of facility.

B. Contractor shall coordinate with Owner's independent testing and inspecting agency, Commissioning Authority, in order for this agency to conduct baseline indoor air quality testing program after completion of construction and prior to occupancy.

C. Coordinate with activities specified in Division 01 Section GENERAL COMMISSIONING REQUIREMENTS.

D. Additional specifications for baseline testing of Indoor Environmental Quality are included in Division 23 Section TESTING, ADJUSTING AND BALANCING.

E. Cleaning of HVAC system including duct work, air intakes and returns, and changing of filters as specified in Division 23 COMMISSIONING OF HVAC.

1.3 SUBMITTALS

A. Baseline IEQ Testing: Submit report for each test site specified for IEQ baseline testing as prescribed herein below and in Division 23 COMMISSIONING OF HVAC. Report on air concentrations of targeted pollutants in Part 3 of this Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 BASELINE IEQ TESTING

A. HVAC System Verification: To assure compliance with recognized standards for indoor environmental quality including ASHRAE Standard 62.1 2004; Owner's independent testing and balancing agency, shall ensure performance of each HVAC system including space temperature and space humidity uniformity, outside air quantity, filter installation, drain pan operation, and possible contamination sources.

B. Indoor Environmental Quality Testing: On verification of HVAC system operation, Owner's Commissioning Authority shall hire an independent contractor, subject to approval by Owner, with 5 years minimum experience in performing testing specified herein.
   1. A test plan shall be submitted for approval of Architect and Owner. Plan shall specify procedures, times, instrumentation, and sampling methods to be employed.
   2. Perform IAQ testing for at least the minimum number of required sampling locations, determined as follows: For each portion of building served by separate ventilation system, number of sampling points shall not be less than one per 25,000 square feet, or for each contiguous floor area, whichever is larger, and include areas with least ventilation and greatest presumed source strength. Contaminant levels shall be measured on each floor of building and in each zone and area described above, as agreed upon by Construction Manager and Architect. Areas with high outside air ventilation rates are excluded from testing requirements. Architect is sole judge of areas exempt from testing.
   3. Perform IAQ testing following completion of all interior construction activities and prior to occupancy. Building shall have all interior finishes installed, including but not limited to millwork, doors, paint, carpet and acoustic tiles. Non-fixed furnishings such as workstations and partitions are encouraged, but not required, to be in place for testing.
   4. Perform IAQ testing within breathing zone, between 3 feet and 6 feet above finished floor and over a minimum 4 hour period.
   5. Collect air samples over minimum of four (4) hour period, during normal business hours of 8:00 am and 5:00 pm and prior to occupancy with building operating at minimum design outside air rate for occupied mode throughout duration of air testing.

6. Sample and record outside air levels of formaldehyde and TVOC contaminants at outside air intake of each respective air handling unit simultaneously with indoor tests to establish basis of comparison for these contaminant levels.
7. Acceptance of respective portions of building by Owner is subject to compliance with specified limits of indoor environmental quality contaminant levels.

C. Compliance Indoor environmental quality shall conform to following standards and limits:
1. Carbon Monoxide: Not to exceed 9 parts per million (ppm).
2. Carbon Dioxide: Not to exceed 530 ppm higher than outdoor ambient levels.
3. Airborne Mold and Mildew: Simultaneous indoor and outdoor readings.
4. Maximum Air Concentration Standards: Indoor room air concentration levels, emission rates, and qualities of listed contaminants shall not exceed limits specified in Table below.

D. Test Reports: Prepare test reports showing results and location of each test, summary of HVAC operative conditions, listing of any discrepancies and recommendations for corrective actions, if required.
1. Include certification of test equipment calibration with each test report with copies to Owner, Architect, and Construction Manager.

E. For each sampling point where maximum concentration limits are exceeded, Contractor is responsible for conducting additional flush out with outside air and retesting specific parameter(s) exceeded to indicate requirements are achieved. Repeat procedure until all requirements have been met. When retesting non-complying building areas, take samples from same locations as in first test. Retesting shall be performed at no additional expense to Owner.

F. MAXIMUM INDOOR ENVIRONMENTAL CONCENTRATION STANDARDS

Indoor Contaminants:	**Maximum Concentration Levels ***
Formaldehyde	50 parts per billion
Total Volatile Organic Compounds (TVOC)	500 micrograms per cubic meter
4-Phenylcyclohexene (4-PCH) **	6.5 micrograms per cubic meter
Total Particulates (PM10)	50 micrograms per cubic meter
Regulated Pollutants	<NAAQS
** 4-phenylcyclohexene testing is required only if carpets and fabrics with styrene butadiene rubber (SBR) latex backing material are installed as part of base building systems.	* All levels must be achieved prior to acceptance of building. Levels do not account for contributions from office furniture, occupants, and occupant activities.

END OF SECTION 01 8119

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. Related Sections:
   1. Division 23 Section Commissioning of HVAC for commissioning process activities for HVAC&R systems, assemblies, equipment, and components.

1.2 SUMMARY

A. Section includes general requirements that apply to implementation of commissioning without regard to specific systems, assemblies, or components.

1.3 DEFINITIONS

A. BoD: Basis of Design. A document that records concepts, calculations, decisions, and product selections used to meet the OPR 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.

B. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.

C. CxA: Commissioning Authority.

D. OPR: Owner's Project Requirements. A document that details the functional requirements of a project and the expectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.

E. Systems, Subsystems, Equipment, and Components: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.

1.4 COMMISSIONING TEAM

A. Members Appointed by Contractor(s): 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. The commissioning team shall consist of, but not be limited to, representatives of each Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.

B. Members Appointed by Owner:
   1. CxA: The designated person, company, or entity that plans, schedules, and coordinates the commissioning team to implement the commissioning process. Owner will engage the CxA under a separate contract.
   2. Representatives of the facility user and operation and maintenance personnel.
   3. Architect and engineering design professionals.

1.5 OWNER'S RESPONSIBILITIES

A. Provide the OPR documentation to the CxA and each Contractor for information and use.

B. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.

C. Provide the BoD documentation, prepared by Architect and approved by Owner, to the CxA and each Contractor for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.

1.6 EACH CONTRACTOR'S RESPONSIBILITIES

A. Each 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:
   1. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
   2. Cooperate with the CxA for resolution of issues recorded in the Issues Log.
   3. Attend commissioning team meetings held on a biweekly basis.
   4. Integrate and coordinate commissioning process activities with construction schedule.
   5. Review and accept construction checklists provided by the CxA.
   6. Complete electronic construction checklists as Work is completed and provide to the Commissioning Authority on a weekly basis.
   7. Review and accept commissioning process test procedures provided by the Commissioning Authority.
   8. Complete commissioning process test procedures.

1.7 CXA'S RESPONSIBILITIES

A. Organize and lead the commissioning team.

B. Provide commissioning plan.

C. Convene commissioning team meetings.

D. Provide Project-specific construction checklists and commissioning process test procedures.

E. Verify the execution of commissioning process activities using random sampling. The sampling rate may vary from 1 to 100 percent. Verification will include, but is not limited to, equipment submittals, construction checklists, training, operating and maintenance data, tests, and test reports to verify compliance with the OPR. When a random sample does not meet the requirement, the CxA will report the failure in the Issues Log.

F. Prepare and maintain the Issues Log.

G. Prepare and maintain completed construction checklist log.

H. Witness systems, assemblies, equipment, and component startup.

I. Compile test data, inspection reports, and certificates; include them in the systems manual and commissioning process report.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 9113