Project Manual Set No. _____

VOLUME 1 OF 2

2023 CAPITAL PROJECT - PHASE III
HIGH SCHOOL- AIR CONDITIONING

NEWARK VALLEY CENTRAL SCHOOL DISTRICT

OWNER:
NEWARK VALLEY CENTRAL SCHOOL DISTRICT
68 WILSON CREEK ROAD
NEWARK VALLEY, NEW YORK 13811

SED PROJECT NUMBERS:
High School: 60-04-02-04-0-007-023

SED Approval Dates:
January 23, 2026

58 Exchange Street
Binghamton, New York 13901
Telephone: (607) 722-1100 Fax: (607) 722-2515
E-mail: info@keyscomp.com

Project No.: 1823.24221.1.3 December 12, 2025

2023 CAPITAL PROJECT - PHASE III
HIGH SCHOOL AIR CONDITIONING

NEWARK VALLEY CENTRAL SCHOOL DISTRICT

THE UNDERSIGNED CERTIFIES THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF, THE PLANS AND SPECIFICATIONS ARE IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF THE New York STATE UNIFORM FIRE PREVENTION AND BUILDING CODE, THE STATE ENERGY CONSERVATION CONSTRUCTION CODE AND CONSTRUCTION STANDARDS OF THE EDUCATION DEPARTMENT.



EXP. 08/31/2026

OWNER:
NEWARK VALLEY CENTRAL SCHOOL DISTRICT
68 WILSON CREEK ROAD
NEWARK VALLEY, NEW YORK 13811

SED PROJECT NUMBER:
High School: 60-04-02-04-0-007-023



EXP. 11/30/2028

KEYSTONE ASSOCIATES
ARCHITECTS, ENGINEERS AND SURVEYORS, LLC
58 Exchange Street • Binghamton, New York 13901
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5710 Commons Park Drive • East Syracuse, New York 13057
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ENGINEERED SOLUTIONS
646 Plank Rd # 104, • Clifton Park, New York 12065
Telephone: (518) 280-2410



EXP. 04/30/2027

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PROCUREMENT AND CONTRACTING REQUIREMENTS

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PROCUREMENT REQUIREMENTS

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ADVERTISEMENT FOR BIDS

1.1 PROJECT INFORMATION

A. Notice to Bidders: Bidders may submit bids for project as described in this Document. Submit bids according to the Instructions to Bidders.

B. Project Identification:
   1. Project Location: 2023 Capital Project-Phase III
      High School - Air Conditioning
      a. High School, 68 Wilson Creek Road, Newark Valley, New York 13811

C. Owner: Newark Valley Central School District, District Office, 68 Wilson Creek Road, Newark Valley, New York 13811.

D. Architect: Keystone Associates, Architects, Engineers and Surveyors, LLC, 58 Exchange Street, Binghamton, New York 13901.

E. Construction Manager: TamCo Management Group LLC

F. Project Description:
   1. High School: Air Conditioning

G. Bids will be received for the following Work:
   1. Multiple Contracts Project consisting of the following prime contracts:
      a. Contract No. 1 - General Construction
      b. Contract No. 2 - HVAC Construction
      c. Contract No. 3 - Electrical Construction

1.2 BID SUBMITTAL AND OPENING

A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
   1. Bid Date: February 18th, 2026
   2. Bid Time: 3:00 p.m. local time.
   3. Location: Newark Valley Central School District, District Office, 68 Wilson Creek Road, Newark Valley, New York 13811

B. Bids will thereafter be publicly opened and read aloud.

1.3 BID SECURITY

A. Submit bid security with each bid in the amount of 5 percent (5%) of the bid amount. No bids may be withdrawn for a period of 45 calendar days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID MEETING

A. Prebid Meeting, In Person: A prebid meeting and site walk through for all Bidders will be held at the High School on Wednesday, February 4th, 2026 at 3:00 p.m., local time. Prospective prime Bidders are requested to attend.

1.5 DOCUMENTS

A. Procurement and Contracting Documents: Obtain copy of said documents by contacting Dataflow, Inc., 19 S Washington Street, Binghamton, New York 13903 (Phone 607-772-2001 / Fax 607-772-3595).
   1. **Digital Download**: Bid documents can be downloaded for a $59.00 non-refundable fee payable by credit card from www.godataflow.com
   2. **Hard Copy Documents**: One (1) set of hard copy bid documents may be obtained by Prime Bidders only.
      a. Deposit: $100.00, made payable to Owner.
      b. Shipping: Documents will be sent UPS Ground upon receipt of a separate, non-refundable shipping and handling payment for each set payable to Dataflow, Inc.

B. Online Procurement and Contracting Documents: Obtain access by contacting Dataflow, Inc., (607) 772-2001. Online access will be provided to all registered bidders and suppliers.

C. Viewing Procurement and Contracting Documents: Examine at the locations below:
   1. Builders Exchange of the Southern Tier, Inc, 15 Belden Street, Binghamton, NY 13903; (607) 771-7000.
   2. Dataflow, 19 S Washington Street, Binghamton, NY 13901; (607) 772-2001.
   3. Keystone Associates Architects, Engineers and Surveyors, LLC, 58 Exchange Street, Binghamton, NY 13901; (607) 722-1100.

D. Bidders who have paid the aforesaid deposit for an entire hard copy set of Bidding and Contract Documents; have submitted a Bid with required bid security; and return such sets including all addenda, to Dataflow, Inc. in GOOD CONDITION within 30 days after the opening of Bids, shall receive a refund of the full amount of such deposit for one set.

1.6 TIME OF COMPLETION

A. Successful bidders shall begin the Work within seven calendar days of the Notice to Proceed and complete the Work within the Contract Time indicated in the Bidding Documents.

1.7 BIDDER'S QUALIFICATIONS

A. Bidders must be properly licensed under the laws governing their respective trades.

B. Insurance and Bonds: A Performance Bond, separate Labor and Material Payment Bond, and insurance in a form acceptable to Owner will be required of the successful Bidder.

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.

1. A copy of AIA Document A701, "Instructions to Bidders", is bound in this Project Manual.

END OF DOCUMENT

AIA® Document A701® – 2018

Instructions to Bidders

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

Newark Valley Central School District- Capital Project Phase III
68 Wilson Creek Road
Newark Valley , NY 13811

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

Newark Valley Central School District
68 Wilson Creek Road
Newark Valley, NY 13811

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

Paul L. Bedford, AIA, Member
58 Exchange Street
Binghamton, NY 13901

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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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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.

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 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.

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

§ 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.

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

§ 4.1.6 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:
(Insert the form and amount of bid security.)

§ 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. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginningdays after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

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(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

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

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

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

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

§ 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:
(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

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.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement,

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 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.

§ 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.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage 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.

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§ 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, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

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

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

.4 Building Information Modeling Exhibit, if completed:

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda:

Number	Date	Pages

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

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SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

A. Instructions to Bidders for Project consist of the following:
   1. AIA Document A701, "Instructions to Bidders", a copy of which is bound in this Project Manual.
   2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

A. The following supplements modify AIA Document A701, "Instructions to Bidders". Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.

1.3 ARTICLE 2 - BIDDER'S REPRESENTATIONS

A. Add Section 2.1.4.1:
   1. 2.1.4.1 - The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.

B. Add Section 2.1.7:
   1. 2.1.7 - The Bidder is a properly licensed Contractor according to the laws and regulations of New York State and meets qualifications indicated in the Procurement and Contracting Documents.

C. Add Section 2.1.8:
   1. 2.1.8 - The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

1.4 ARTICLE 3 - BIDDING DOCUMENTS

A. 3.1 - Copies
   1. Clarification to 3.1.2
      a. 3.1.2 - Note that this pertains to hard copy sets only. Digital copies are non-refundable.

B. 3.2 - Interpretation or Correction of Procurement and Contracting Documents:
   1. Add Section 3.2.2.1:
      a. 3.2.2.1 - Submit Bidder's Requests for Interpretation using form bound in the Project Manual.

C. 3.3 - Substitutions:
   1. Change “substitution” to “equivalent”.

D. 3.4 - Addenda:
   1. Delete Section 3.4.3 and replace with the following:
      a. 3.4.3 - Addenda may be issued at any time prior to the receipt of bids.
   2. Add Section 3.4.4.1:
      a. 3.4.4.1 - Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:
         1. 3.4.4.1.1 - Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
         2. 3.4.4.1.2 - Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

1.5 ARTICLE 4 - BIDDING PROCEDURES

A. 4.1 - Preparation of Bids:
   1. Add Section 4.1.1.1:
      a. 4.1.1.1 - Printable electronic Bid Forms and related documents are available from Architect.
   2. Add Section 4.1.9:
      a. 4.1.9 - The Bid shall include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract.
   3. Add Section 4.1.10:
      a. 4.1.10 - Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

B. 4.5 - Break-Out Pricing Bid Supplement:
   1. Add Section 4.5:
      a. 4.5 - Provide detailed cost breakdowns no later than two business days following Architect's request.

C. 4.6 - Subcontractors, Suppliers, and Manufacturers List Bid Supplement:
   1. Add Section 4.6:
      a. 4.6 - Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than three business days following Architect's request. Include those subcontractors, suppliers, and manufacturers providing work totaling three percent or more of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Architect.

1.6 ARTICLE 5 - CONSIDERATION OF BIDS

A. 5.2 - Rejection of Bids:
   1. Add Section 5.2.1:
      a. 5.2.1 - Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications may include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

1.7 ARTICLE 6 - POSTBID INFORMATION

A. 6.1 - Contractor's Qualification Statement:
   1. Add Section 6.1.1:
      a. 6.1.1 - Submit Contractor's Qualification Statement no later than two business days following Architect's request.

B. 6.3 - Submittals:
   1. Add Section 6.3.1.4:
      a. 6.3.1.4 - Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than two business days following Architect's request.

1.8 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

A. 7.1 - Bond Requirements:
   1. Add Section 7.1.1.1-7.1.1.5:
      a. 7.1.1.1 - As a condition precedent to the execution of the Contract, the Contractor shall furnish a bond in a sum of 100 percent of the Contract Sum as security for the faithful performance of this Contract (Performance Bond) and a bond in a sum of 100 percent of the Contract Sum as security for the payment of all persons performing labor on the Project and furnishing materials in connection with this Project (Payment Bond). All Contractors are referred to the modified General Conditions of the Contract for Construction.
      b. 7.1.1.2 - Only Bonds that carry an A, or better rating, as determined by the Best Rating Guide, will be acceptable on the project. Contractors are required to submit the latest copy of Best Rating Guide showing company's bond rating, with their Bid.
      c. 7.1.1.3 - Bond shall be executed on AIA Document No. A312, "Performance Bond" and "Payment Bond", 2010 Edition, with amounts shown on each part. Surety shall be a company licensed to do business in the State of New York.
      d. 7.1.1.4 - Attorneys in fact who sign bid bonds or contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds.
      e. 7.1.1.5 - The Bidder shall be held strictly accountable for the completion of this work on the specified schedule as a condition to satisfactory contract performance.

B. 7.2 - Time of Delivery and Form of Bonds:
   1. Delete the first sentence of Section 7.2.1 and insert the following:
      a. The Bidder shall deliver the required bonds to Architect no later than ten days after the date of Notice to Proceed and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.
   2. Delete Section 7.2.3 and insert the following:
      a. 7.2.3 - Bonds shall be executed and be in force on the date of the execution of the Contract.

1.9 ARTICLE 8 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

A. Delete and replace with the following:
   1. Cooperative Purchasing Agreement Contracts:
      a. AIA Document A101 - 2017 Standard Form of Agreement Between Owner and Contractor.
   2. Construction Contracts (Contracts No. 5 through 10):
      a. AIA Document A132 - 2019 Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

1.10 ARTICLE 9 - EXECUTION OF THE CONTRACT

A. Add Article 9:
   1. 9.1.1 - Subsequent to the Notice to Proceed, and within ten days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Architect, in such number of counterparts as Owner may require.
   2. 9.1.2 - Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
   3. 9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement.
   4. 9.1.4 - In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

1.11 ARTICLE 10 - START OF WORK AND TIME OF COMPLETION

A. Add Article 10:
   1. 10.1.1 - Time is of the essence. Work of this Contract, specifically ordering of materials, shall be started within seven days after receipt by the successful contractor of a Notice to Proceed from the Owner.
   2. 10.1.2 - All bidders are advised that work is required to be coordinated to allow for Owner's continued use of all facilities.
   3. 10.1.3 - All work as indicated in the Contract Documents shall be substantially complete in accordance with the Contract. At that time, and upon the work of this Contract being substantially complete, the Owner's Representative will issue a Certificate of Substantial Completion, which will establish the date of substantial completion. Within 15 days from the date of substantial completion, the Contractor shall have fully completed the work of the Contract, as specified.

1.12 ARTICLE 11 – EQUIVALENTS

A. Add Article 11:

1. 11.1.1 - Equivalent: A product or system, proposed for inclusion in the base bid, prior to the award of contract, whose components or characteristics are identical to, or exceed, the specified criteria for that product or system. If accepted, an equivalent results in no change to the contract amount. The Architect/Engineer's decision is the final authority regarding whether a product is equivalent or not.
2. 11.1.2 - Substitution: A product or system proposed for substitution, after the award of contract, whose components or characteristics differ from the specified criteria for that product or system. If accepted, a substitution may result in a change to the contract amount. Substitutions will only be accepted in the event that products or systems are discontinued.
3. 11.1.3 - Prospective bidders are advised that whenever specific brands, manufacturers, materials, or equipment are referenced in the Specifications, they are regarded as the required standard of quality and are presumed to be equal. The bidder may select one of the specified items or, if the bidder desires, he may use any type brand, manufacturer, material, or equipment other than those named in the specification that he feels is equivalent, unless otherwise stipulated in the specific section.
4. 11.1.4 - The successful bidders shall submit within 10 days after opening of bids, and prior to award of contract, what kind, type, brand, manufacturer, or equipment is included in the base bid for the specified items. When requested, successful bidder shall submit information describing in specific detail wherein the equivalent bid material differs from in appearance, quality and performance required by the base specification.
5. 11.1.5 - The risk of whether bid equivalents will be accepted is borne by the Bidder.
6. 11.1.6 - No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents. Refer to Section 01 25 00 "Substitution Procedures" for further information.

1.13 ARTICLE 12 - PERMITS, TAXES AND ASSESSMENTS

A. Add Article 12:

1. 12.1.1 - The Contractor, in submitting a bid for this Contract, shall include in his Base Bid all costs and liabilities for permits. The Owner shall provide building permit. The Contractor shall also include within his Base Bid taxes and assessments upon the wages and salaries paid to employees of the Contractor and his subcontractors under the Contract, or any other taxes, which may be assessed by the Federal, State or Local governments except as noted herein.
2. 12.1.2 - The Owner is exempt from payment of sales and compensating use taxes of the State of New York and of all cities and counties, and the Contractor shall notify all Subcontractors and material suppliers to this effect so the Bid, the Contract Sum, and subsequent requisitions for payment will not include any amount for sales or use taxes. All Contractors are referred to the modified General Conditions of the Contract for Construction and the Supplementary Conditions of the Contract.
3. 12.1.3 - In all operations connected with the work herein specified, all city and town ordinances and laws controlling or limiting in any way the action of those engaged in the work must be respected and strictly complied with.

1.14 ARTICLE 13 - LAWS AND REGULATIONS

A. Add Article 13:
1. 13.1.1 - The Bidder's attention is directed to the fact that all applicable Federal, State, or other Laws, orders, Rules and Regulations of all Authorities having jurisdiction over construction work in the locality of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
2. 13.1.2 - These Construction Documents, and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the Federal law(s), including but not limited to the latest amendments of the following:
Williams-Steiger Occupational Safety & Health Act of 1970, Public Law 910596;
Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
Page 1518 - Safety and Health Regulations for Construction Chapter XIII of Title 29, Code of Federal Regulations.

1.15 ARTICLE 14 - NON-COLLUSIVE BIDDING CERTIFICATION AND CORPORATE RESOLUTION

A. Add Article 14:
1. 14.1.1 - Pursuant to the requirements of Section 103-d of the General Municipal Law, each proposal submitted shall be accompanied by a fully executed Non-Collusive Bidding Certification, a copy of which is attached to the Bid Form.

1.16 ARTICLE 15 - NON-SEGREGATED FACILITIES CERTIFICATION

A. Add Article 15:
1. 15.1.1 - Notice of Requirement for Certification of Non-Segregated Facilities - Bidders are cautioned as follows: By signing this bid, the Bidder will be deemed to have agreed to the provisions of the "Certification of Non-Segregated Facilities". The Certification provides that the Bidder does not maintain or provide for his employees' facilities, which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The Certification also provides that he will not maintain such segregated facilities. Failure of a Bidder to agree to the Certification of Non-Segregated Facilities will render his bid non-responsive to the terms of solicitation involving awards of contracts exceeding $10,000.00, which are not exempt from the provisions of the Equal Opportunity Clause.

1.17 ARTICLE 16 - ASSIGNMENT OF CONTRACT

A. Add Article 16:
1. 16.1.1 - The successful Bidder is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the same, or his right, title, or interest therein, or of his power to execute such contract to any other person or corporation without the previous consent in writing of the Owner. If such assignment, transfer conveyance, subletting, or otherwise, is made without the required consent of the Owner, the Contract herein shall be revoked and annulled in accordance with Section 109 of the General Municipal Law, which is incorporated herein.

1.18 ARTICLE 17 - GENERAL COVERAGE CLAUSE

A. Add Article 17:
   1. 17.1.1 - 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 mistake or otherwise, such provision is not inserted, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion.

1.19 ARTICLE 18 - NON-WAIVER

A. Add Article 18:
   1. 18.1.1 - No waiver of any breach of any condition in this agreement shall be binding unless the same shall be in writing and signed by the party waiving the said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for the repetition of such or any other breach unless the waiver shall include the same.

1.20 ARTICLE 19 - LABOR PROVISIONS

A. Add Article 19:
   1. 19.1.1 - Non-Discrimination in Employment:
      a. In the hiring of employees for the performance of work under this Contract, or any subcontract thereunder, neither the Contractor nor any subcontractor nor any, person acting on behalf of the Contractor or any subcontractor, shall, by reason of race, creed, sex, color or national origin, discriminate against any person who is qualified or available to perform work to which the employment relates.
      b. Neither the Contractor nor any subcontractor nor any person acting on behalf of the Contractor or any subcontractor, shall, in any way or manner, discriminate against or intimidate any employee hired for the performance of the work covered by, the Contract on account of race, creed, sex, color or national origin.
   2. 19.1.2 - Equal Opportunity:
      a. During the performance of this Contract, the Contractor agrees as follows:
         1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and, will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
         2. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the New York State Division of Human Rights, setting forth the substance of the provisions of clause "a" and such provisions of New York State's laws against discrimination as the NYS Division of Human Rights shall determine.
         3. The Contractor will state, in all solicitations and/or advertisements for employees, placed by or behalf of the Contractor, that all qualified applicants will be afforded equal opportunity without discrimination because of race, creed, sex, color or national origin.

4. The Contractor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law and will furnish all information and reports deemed necessary by the New York State Division of Human Rights, under these nondiscrimination clauses and such section, of the Executive Law, and will permit access to his/her books, records and accounts to the New York State Division of Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these nondiscrimination clauses and such sections of the Executive Law and Civil Rights Law.
5. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the City, on the basis of a finding made by the State Commissioner of Human Rights, that the Contractor has not complied with these nondiscrimination clauses and the Contractor may be declared ineligible for future contracts made by or on behalf of the State of New York or a public authority or agency of the State, until the Contractor has satisfied the State Commissioner of Human Rights, that he/she has established and is carrying out a program, in conformity with the provisions of these nondiscrimination clauses and, after a verified complaint has been filed with the Division, notice thereof having been given to the Contractor and an Opportunity having been afforded him/her to be heard publicly, before the Commissioner or his/her designee. Such sanctions may be imposed and remedies invoked independently of, or in addition to, sanctions and remedies otherwise provided by law.
6. As used herein, the words and designations "affirmative action" include, but are not limited to the following:
    a. Except as otherwise provided by this Contract, the Contractor shall be the judge as to the qualifications of all applicants for employment on or in connection with the construction of the Project and where a collective bargaining agreement provides for referral by the Union of "qualified journeyman" the Contractor should evaluate the qualifications of such applicants.
    b. The Contractor will not limit recruitment or employment, directly or indirectly, to members or referrals of labor organizations which do not have minority group journeymen or do not currently and consistently refer minority group members for employment or do not indicate a willingness to admit into journeymen membership, a prospective employee or applicant for employment, who is a member of a minority group or to permit her/his employment on the construction site of the Project.
    c. The Contractor will notify community agencies and communications media associated with minority groups, of opportunities for employment.
    d. To the extent permitted by law and the applicable collective bargaining agreement, not in violation thereof, the Contractor will recruit, evaluate and hire, without regard to race, creed, sex, color, national origin or union membership, it being understood that a union, within eight (8) days after he commences work and it being further understood that the Contractor may retain in employment, any employee he deems qualified whose tender of initiation fees and dues has been refused by a union.

e. To the extent permitted by law and the applicable collective bargaining agreement, not in violation thereof, wherever possible and consistent with the actual requirements of the work to be done, the Contractor will establish entry level positions (e.g. mechanic's helper, electrician's helper, laborers helper, etc.) in which skills may be taught in preparation for, or as an adjunct or alternative to, formal apprenticeship.
f. The Contractor will review his respective collective bargaining agreements in order to identify and discontinue when possible, provisions which tend to limit recruitment or hiring members of minority groups and will seek to negotiate remedial provisions.
g. To the extent permitted by law and the applicable collective bargaining agreements, not in violation thereof, the Contractor will make the fullest possible use of his rights of selection to further the employment of members of minority groups.

3. 19.1.3 - Workmen's Compensation and Disability Insurance:
   a. The Contractor will secure Workmen's Compensation and Disability Insurance as set forth in Article II, Insurance and Bonds.

1.21 ARTICLE 20 - MODIFICATIONS OF AGREEMENT

A. Add Article 20:
   1. 20.1.1 - This agreement constitutes the complete understanding of the parties, no modification or any provision thereof shall be valid unless in writing and signed by both parties.

1.22 ARTICLE 21 - SPECIAL INSTRUCTIONS

A. Add Article 21:
   1. 21.1.1 - CONTRACT BREAKDOWN
      a. If requested by Owner, provide Subcontractors and Suppliers List with their labor and material costs within three (3) days of Bid Opening.

END OF DOCUMENT

REQUEST FOR CLARIFICATION

(to be used during bidding process only)

RFC NO._____

TO: Keystone Associates Architects, Engineers and Surveyors, LLC

PROJECT: _____ CONTRACT: _____

Bidder requests the following interpretation:

DRAWING NO. / DETAIL: _____ SPEC. NO. / PARA.: _____

REQUEST:

RECOMMENDATIONS:

Signature: _____ Date: _____

Bidder: _____

Changes to the Bid Documents, if required, shall be processed in accordance with the requirements of the Bid Documents.

DOCUMENT 00 25 13

PREBID MEETINGS

1.1 PREBID MEETING

A. Architect will conduct a Prebid Meeting as indicated below:
   1. Meeting Date: Wednesday, February 04, 2026
   2. Meeting Time: 3:00 p.m., local time.
   3. Location, In-Person Meeting: Newark Valley Central School District High School Auditorium.
   4. Information provided during Prebid Meeting does not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.

B. Attendance:
   1. Prime Bidders: Attendance at Prebid Meeting is recommended.
   2. Subcontractors: Attendance at Prebid Meeting is recommended.

C. Agenda: Prebid Meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including some or all of the following:
   1. Procurement and Contracting Requirements:
      a. Advertisement for Bids.
      b. Instructions to Bidders.
      c. Bidder qualifications.
      d. Bonding.
      e. Insurance.
      f. Bid security.
      g. Bid Form and attachments.
      h. Bid submittal requirements.
      i. Bid Submittal Checklist.
      j. Notice of Award.
   2. Communication during Bidding Period:
      a. Obtaining documents.
      b. Bidder's Requests for Information.
      c. Bidder's Substitution Request/Prior Approval Request.
      d. Addenda.
   3. Contracting Requirements:
      a. Agreement.
      b. The Modified General Conditions.
      c. Other Owner requirements.
   4. Construction Documents:
      a. Scope of Work.
      b. Temporary facilities.
      c. Use of site.
      d. Work restrictions.
      e. Alternates, allowances, and unit prices.
      f. Substitutions following award.

5. Separate Contracts:
    a. Work by Owner.
    b. Work of other Contracts.
6. Schedule:
    a. Project schedule.
    b. Contract Time.
    c. Liquidated damages.
    d. Other Bidder questions.
7. Site/facility visit or walkthrough.

D. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees and others known by issuing office to have received a complete set of Procurement and Contracting Documents. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
    1. Sign-in Sheet: Minutes will include list of meeting attendees.

END OF DOCUMENT

DOCUMENT 00 31 26

EXISTING HAZARDOUS MATERIAL INFORMATION

1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

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

B. A Limited Pre-Renovation Survey for Asbestos Containing Materials report for Project, prepared by Keystone Environmental Services, is available for viewing as appended to this Document.
   1. Newark Valley High School (April 1, 2016 and September 11, 2023)

C. A Limited Pre-Renovation Polychlorinated Biphenyls (PCB) Sampling report for Project, prepared by Keystone Environmental Services, is available for viewing as appended to this Document.
   1. Newark Valley High School (September 11, 2023)

D. A Lead Based Paint XRF Testing Report for Lead Based Paint Containing Materials for Project, prepared for Keystone Environmental Services, is available for viewing as appended to this Document.
   1. Newark Valley High School (March 30, 2016 and September 11, 2023)

E. A Limited Pre-Renovation Survey for CCA Containing Materials report for Project, prepared by Keystone Environmental Services, is available for viewing as appended to this Document.
   1. Newark Valley High School (September 11, 2023)

F. Related Requirements:
   1. Document 00 21 13 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.
   2. Section 02 41 19 "Selective Demolition" for notification requirements if materials suspected of containing hazardous materials are encountered.

END OF DOCUMENT

LIMITED PRE-RENOVATION SURVEY FOR ASBESTOS CONTAINING MATERIALS

NEWARK VALLEY CENTRAL SCHOOL DISTRICT
2023 CAPITAL PROJECT – PHASE II
NEWARK VALLEY HIGH SCHOOL
68 WILSON CREEK ROAD
NEWARK VALLEY, NEW YORK 13811
SED PROJECT NO. 60-04-02-04-0-007-022

PREPARED FOR:
MR. PAUL BEDFORD, AIA, MEMBER
c/o KEYSTONE ASSOCIATES ARCHITECTS, ENGINEERS & SURVEYORS LLC
58 EXCHANGE STREET
BINGHAMTON, NEW YORK 13901



KEYSTONE ENVIRONMENTAL SERVICES
58 Exchange Street, Binghamton, New York 13901 (607) 723-5117
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APPENDIX B - Identification and Assessment Methods of ACM, Assessed Building Materials and Estimated Quantities
APPENDIX C - Asbestos Bulk Sampling Laboratory Analytical Results
APPENDIX D - Inspector/Laboratory Licenses and Certifications

1 Executive Summary

Keystone Environmental Services (KES) was retained by Mr. Paul Bedford, AIA Member with Keystone Associates Architects, Engineers & Surveyors LLC to perform a Limited Pre-Renovation Survey for Asbestos Containing Materials (ACM) the structure located at 68 Wilson Creek Road in Newark Valley, New York The purpose of this survey is to identify and assess with due diligence, the locations, quantities, friability, and condition of ACM that will be disturbed during the 2023 Capital Project - Phase II renovations of the original 1969 building and the 2005 addition and 2016 addition roofs, windows and limited interior building components. Building components scheduled to be disturbed during this Limited Pre-Renovation Survey have been identified as homogeneous materials as described in Report Section 4.0 "Identification and Assessment Methods of ACM" and listed in Appendix A. All other building components that were not identified and/or sampled are required to be presumed as asbestos containing (PACM) unless confirmed negative by bulk sampling.

Each area of the original 1969 building and the 2005 addition and 2016 addition roofs, windows and limited interior building components were thoroughly inspected by visual means to identify potential ACM. KES collected one hundred and nineteen (119) bulk samples representing fifty-six (56) types of homogeneous suspect ACM. The Asbestos Bulk Sample Results Summary Table and Asbestos Sample Location Drawing(s) are contained in Appendix A. Identification and Assessment Methods of ACM are contained in Appendix B, Asbestos Bulk Sampling Laboratory Analytical Results are contained in Appendix C.

The materials sampled are described in detail in Appendix A. The following materials were found to contain asbestos in concentrations greater than 1% and are considered

Material Location	Material Description	Estimated Quantity
First Floor Corridor (1044/H110) Original 1969 Building	Mastic of Burlap Covered Fiberboard (Brown)	82 SF (Two Trophy Cases)
First Floor Corridor (1044/H110) Original 1969 Building	Acoustic Mastic Inside Speaker Housing – Round Speaker (Black)	1 Unit (Speaker) (1)*
First Floor Office (H132) Original 1969 Building	Chalkboard/Tackboard Mastic	All Mastic (2)*

Notes: (1)* This was the only homogenous speaker found during this survey.
(2)* See Previous Limited Pre-Renovation Survey for Asbestos Containing Materials, Dated March 2016.

The above noted ACM totals are less than 160 square feet and any abatement work to address the ACM is considered a small asbestos project.

Upon renovation of the original 1969 building and the 2005 addition and 2016 addition roofs, windows and limited interior building components, a competent person should supervise the work in the event hidden or inaccessible ACM is discovered. If hidden or inaccessible ACM is found the work shall stop and the ACM shall be removed by a licensed contractor using certified workers before proceeding with the renovation project.

This report has been prepared exclusively for the use of the Client, and no other parties are entitled to rely upon this report unless our express written consent is first obtained. This report is based solely on materials sampled and listed in Appendix A, "Asbestos Bulk Sample Results Summary Table and Asbestos Sample Location Drawing(s)" and should not be construed as Asbestos Abatement Project Design. Before requesting bids for asbestos abatement of materials identified in this report, the Owner or Client is strongly encouraged to contract with a licensed/certified project design consultant. Asbestos quantities are estimated within this report and asbestos abatement contractors are solely responsible for verifying all quantities.

2 General Asbestos Survey Information

2.1 Survey Description

Building Name/Address:	Newark Valley High School 68 Wilson Creek Road Newark Valley, New York 13811
Owner's Name/Address:	Newark Valley Central School District 68 Wilson Creek Road Newark Valley, New York 13811
Prepared For:	Mr. Paul Bedford, AIA, Member Keystone Associates Architects, Engineers & Surveyors LLC
Survey Performed By:	Keystone Environmental Services 58 Exchange Street Binghamton, New York 13901 NYSDOL Asbestos License No. 57448
Certified Inspector(s):	Mr. Gerald Meyer, NYSDOL # 93-11118
Date of Survey:	November 9, 2022 (Roof), August 23, 2023 and August 24, 2023 (Interior & Exterior)
Laboratory:	AmeriSci New York

2.2 Building Descriptions

Identified below is a general description of the structure inspected as part of this limited pre-renovation survey for asbestos containing materials:

Structure Type:	1969 Original School, 2005 Addition & 2016 Addition
Building Floor No. of Levels	1, 2, Basement
Superstructure:	Concrete Masonry
Foundation:	Concrete
Roofing:	EPDM
Exterior Surfaces:	Brick
Structures Condition	Structure to be Renovated
Interior Floors:	Tile, Concrete
Interior Walls:	Drywall, Concrete Block
Interior Ceilings:	Tiles
Heating System:	Oil
Windows:	Aluminum
Doors:	Wood
Insulation:	Fiberglass
Out Buildings	Not Included in Survey

3 Asbestos Survey, Sampling Procedures and Methods

3.1 General Procedure

The asbestos inspection was completed in accordance with the requirements outlined in the New York State Department of Labor (NYSDOL) Asbestos Regulation 12 New York Codes, Rules and Regulations (NYCRR) Part 56 and pertinent sections of Occupational Safety and Health Administration (OSHA) 1926.1101(k)(5). Bulk samples of suspect ACM were collected and sent to a laboratory certified by the Environmental Laboratory Accreditation Program (ELAP) for analysis by Polarized Light Microscopy (PLM) and Transmission Electron Microscopy (TEM) as required. Non-Friable Organically Bound (NOB) materials were analyzed in accordance with New York State Department of Health (NYSDOH) ELAP Methods 198.1, 198.4 and 198.6. Analysis of Spray on Fireproofing shall be performed by Polarized Light Microscopy (PLM) NYS ELAP 198.8 initially by segment 1 (chrysotile prep and analysis), segment 2 (chrysotile plus amphiboles preparation), then full analysis and prep (chrysotile and amphiboles). If loose vermiculite is present, it will be presumed ACM for report purposes in accordance with NYS DOH requirements.

The inspection was performed by Mr. Gerald Meyer on November 9, 2022, August 23, 2023 and August 24, 2023. Copies of the inspector's credentials are contained in Appendix D. Bulk sample analysis was performed by AmeriSci New York an independent laboratory approved/accredited by the NYS Department of Health (DOH), the American Industrial Hygiene Association (AIHA), and the National Voluntary Laboratory Accreditation Program (NVLAP). See Appendix D for laboratory certifications. Buildings/structure plans, specifications or previous reports were available for review as part of this sampling survey.

As part of this survey, KES targeted suspect ACMs for identification by (1) a review of pertinent building plans and other records, where available, and (2) by the sampling of suspect materials for certified laboratory analysis.

The following list (excerpted from 12NYCRR Part 56-5) is not inclusive of all types of ACM but summarizes typical ACMs and suspect materials in buildings:

Typical ACMs / Suspect Materials

Surfacing Treatments:

- Fireproofing
- Acoustical plaster
- Finish plasters
- Skim coats of joint compound

Thermal System Insulation:

- Equipment insulation
- Boiler breeching, rope, duct, or tank insulation
- Cement or mortar used for boilers and refractory brick
- Piping and fitting insulations

Roofing and Siding Miscellaneous Materials:

- Insulation board
- Vapor barriers
- Coatings
- Non-metallic or non-wood roof decking
- Felts
- Cementitious board (transite)
- Flashing
- Shingles
- Galbestos

Other Miscellaneous Materials:

- Dust and debris
- Floor tile
- Cove base
- Floor leveler compound
- Ceiling tile
- Vermiculite insulation
- Gaskets, seals, sealants
- Vibration isolators
- Laboratory tables and hoods
- Chalkboards
- Pipe penetration packing/ firestopping materials
- Cementitious board
- Electrical wire insulation
- Fire curtains
- Fire blankets
- Fire doors
- Brakes and clutches
- Mastics, adhesives, and glues
- Caulks
- Sheet flooring (linoleum)
- Wallpaper
- Drywall
- Plasterboard
- Spackling/joint compound
- Textured paint
- Grout
- Glazing compound
- Terrazzo

3.2 Sampling Protocol

Identified below is the general sampling protocol under which KES' inspection reports/surveys are prepared:

3.2.1 Assuming ACM:

Based on the quantities, types, and different homogeneous areas, friable and non-friable materials may be assumed positive for asbestos based on our experience.

3.2.2 Testing for ACM:

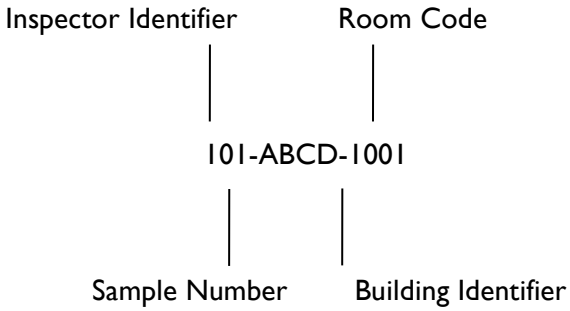
All suspect materials will have a minimum of one (1) bulk sample analyzed for materials that test positive for asbestos, two (2) bulk samples analyzed for materials that test negative for asbestos, or the material will be assumed positive for asbestos.

3.2.3 Collection of Suspect Materials:

Samples are placed in new airtight bags and the samples are double bagged and placed in a sealed container before shipment to the laboratory.

3.2.4 Sample Labeling:

Each sample is labeled in a manner that identifies the inspector, the sample number, building identifier, and the room code where the sample was taken. The example given below is representative of the system used for KES' reports:



3.3 Limitations

It is the belief of KES inspectors that this survey was comprehensive in nature and the following limitations apply to this survey:

3.3.1 Only accessible areas within a structure are inspected for ACM. Additional possible ACM may be discovered behind and within walls, above non-accessible ceilings, under floors, within pipe chases, etc. and should be considered as ACM unless sampling/testing shows the material is non-asbestos containing.

3.3.2 This Limited Pre-Renovation Survey for Asbestos Containing Materials should not be construed to be an Asbestos Abatement Project Design.

3.3.3 ACM quantities identified within KES' reports are estimates only and should be verified by an asbestos abatement contractor(s).

4 Identification and Assessment Methods of ACM

KES' survey consists of the examination of readily accessible suspect materials per the survey description/request of our client and in accordance with 12 NYCRR Part 56-5.

The structure was visually inspected to identify potential ACMs. The inspector identified homogeneous areas which are surfacing materials, thermal system insulation or miscellaneous materials that are uniform in color and/or texture. The inspector also assessed each suspect material to determine whether the material was friable or non-friable. Quantities and conditions of suspect ACMs were recorded at the time of the survey. Quantities and conditions of suspect ACMs can change and the Abatement Contractors are solely responsible for assessing each suspect material and determining all final quantities. Abatement Contractors are responsible for determining the material assessment based on their own work practices, means and methods, and specific abatement work plan.

The KES Sample Results Summary Table and Asbestos Sample Location Drawing(s) are contained in Appendix A. Identification and Assessment Methods of ACM, Assessed Building Materials and Estimated ACM Quantities are identified in Appendix B. Lab Analysis Results are contained in Appendix C.

5 Transmittal of Survey Information

In accordance with 12 NYCRR Part 56 the transmittal of this asbestos survey shall be as follows:

Transmittal of Buildings/Structure Asbestos Survey Information. One (1) copy of the results of the buildings/structure asbestos survey shall be immediately transmitted by the buildings/structure owner as follows:

1. One (1) copy of the completed asbestos survey shall be sent by the owner or their agent to the local government entity charged with issuing a permit for such demolition, renovation, remodeling, or repair work under applicable State or local laws.

2. The completed asbestos survey for controlled demolition (as per Subpart 56-11.5) or pre-demolition asbestos projects shall also be submitted to the appropriate Asbestos Control Bureau district office.

3. The completed asbestos survey shall be kept on the construction site with the asbestos notification and variance, if required, throughout the duration of the asbestos project and any associated demolition, renovation, remodeling, or repair project.

Removal Required. If the buildings/structure asbestos survey finds that the portion of the buildings/structure to be demolished, renovated, remodeled, or have repair work contains ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material, which is impacted by the work, the owner or the owner's agent shall conduct, or cause to have conducted, asbestos removal performed by a licensed asbestos abatement contractor in conformance with all standards set forth in this Part. All ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material impacted by the demolition, renovation, remodeling, or repair project shall be removed as per this Part, prior to access or disturbance by other uncertified trades or personnel. No demolition, renovation, remodeling, or repair work shall be commenced by any owner or the owner's agent prior to the completion of the asbestos abatement in accordance with the notification requirements of this Part. For multi-phased work, the access restriction for uncertified trades or personnel applies to each intermediate portion of the entire project. Upon completion of the intermediate portion of the asbestos project, other trades or personnel may access that portion of the work site. For being structurally unsound, the demolition is considered an asbestos project and shall proceed as per Section 56-11.5.

STATE GOVERNMENT ENTITY

Asbestos Control Bureau District Office
450 S. Salina Street
Syracuse, New York 13202
Phone: (315) 479-3215
Fax: (315) 479-3451

LOCAL GOVERNMENT ENTITY

Construction and Code Enforcement
Town of Newark Valley
109 Whig Street
Newark Valley, New York 13811
Phone: (607) 642-3617

6 Asbestos Abatement General Notes

KES is licensed and certified to provide asbestos abatement project design, site specific variance, and project monitoring/air sampling. The asbestos design can be stand alone and/or be incorporated into the Owners, Architect, and Engineers specifications.

If the asbestos survey finds that asbestos is present, KES can recommend licensed abatement contractors, provide estimated abatement budgets, and estimated costs for project monitoring/air sampling once a construction schedule has been established.

Bids may be advertised, and contracts awarded for demolition, remodeling, renovation, or repair work, but no work on the current intermediate portion of the project shall commence on the demolition, remodeling, renovation, or repair work by any owner or agent prior to completion of all necessary asbestos abatement work in accordance with 12 NYCRR Part 56.

7 Certification Statement

This report has been prepared exclusively for the use of the Owner and/or Client and is intended to meet the requirements of the New York State Department of Labor Industrial Code Rule 56 (ICR 56). No other parties are entitled to rely upon this report unless the express written consent of Keystone Environmental Services is first obtained.

The reported analysis, opinions and conclusions are based on our scope of work and reviews of applicable historical, regulatory and site specific information available to Keystone Environmental Services on the date of our inspection.



Richard J. Tarnowski, CEP, CEI
Member/Director of Environmental Services
NYSDOL Asbestos Certification No. 92-17859

APPENDICES

APPENDIX A
ASBESTOS BULK SAMPLE RESULTS SUMMARY TABLE
AND ASBESTOS SAMPLE LOCATION DRAWING(S)

Asbestos Bulk Sampling Results Summary Table

Sample Number	HA	Sample Location	Color	Material Description	Material Type (T, S, M)	Analysis Results % Asbestos	ACM Y/N (1)
801-NVH-R001	1	Roof – 2005 Addition Flashing	BLK	Top – Multi-Layer Modified Bitumen	M	NAD	N
802-NVH-R001	2	Roof – 2005 Addition Flashing	BRN	Top – Fiberboard Insulation	M	NAD	N
803-NVH-R001	3	Roof – 2005 Addition Flashing	BLK	Bottom – ISO Insulation Cover with Adhesive	M	NAD	N
804-NVH-R001	4	Roof – 2005 Addition Flashing	BLK	Patching at Roof Edge	M	NAD	N
805-NVH-R001	4	Roof – 2005 Addition Flashing	BLK	Patching at Roof Edge	M	NAD	N
806-NVH-R002	1	Roof – 2005 Addition Main Field	BLK	Top – Multi-Layer Modified Bitumen	M	NAD	N
807-NVH-R002	2	Roof – 2005 Addition Main Field	BRN	Fiberboard Insulation	M	NAD	N
808-NVH-R002	3	Roof – 2005 Addition Main Field	BLK	ISO Insulation Cover with Adhesive	M	NAD	N
809-NVH-R002	5	Roof – 2005 Addition Main Field	BLK	Bottom – Bituminous Mopping at Deck	M	NAD	N
810-NVH-R002	6	Roof – 2005 Addition	GRY	Concrete Deck	M	NAD	N
811-NVH-R002	6	Roof – 2005 Addition	GRY	Concrete Deck	M	NAD	N
812-NVH-R003	7	Roof – Original 1969	WH	Sealant at Expansion Joint	M	NAD	N
813-NVH-R003	7	Roof – Original 1969	WH	Sealant at Expansion Joint	M	NAD	N
814-NVH-R003	1	Roof – Original 1969 Flashing	BLK	Top – Multi-Layer Modified Bitumen	M	NAD	N
815-NVH-R003	19	Roof – Original 1969 Flashing	BRN	FESCO Insulation	M	NAD	N
816-NVH-R003	3	Roof – Original 1969 Flashing	BLK	Bottom – ISO Insulation Cover with Adhesive	M	NAD	N
817-NVH-R003	1	Roof – Original 1969 Main Field	BLK	Top – Multi-Layer Modified Bitumen	M	NAD	N
818-NVH-R003	19	Roof – Original 1969 Main Field	BRN	Top – FESCO Insulation	M	NAD	N
819-NVH-R003	3	Roof – Original 1969 Main Field	BLK	Bottom – ISO Insulation Cover with Adhesive	M	NAD	N
820-NVH-R003	8	Roof – Original 1969	BLK	Patching at Rooftop Unit	M	NAD	N
821-NVH-R003	8	Roof – Original 1969	BLK	Patching at Rooftop Unit	M	NAD	N
822-NVH-R004	9	Roof – Original 1969	GRY	Caulk at Metal Flashing and Brick	M	TRACE	N
823-NVH-R004	9	Roof – Original 1969	GRY	Caulk at Metal Flashing and Brick	M	NAD	N
824-NVH-R004	10	Roof – Original 1969	BLK	Caulk at Metal Flashing	M	NAD	N
825-NVH-R004	10	Roof – Original 1969	BLK	Caulk at Metal Flashing	M	NAD	N
826-NVH-R004	11	Roof – Original 1969	TAN/BLK	Patching at Elevator Roof	M	NAD	N
827-NVH-R004	11	Roof – Original 1969	TAN/BLK	Patching at Elevator Roof	M	NAD	N
828-NVH-R007	12	Roof – 2016 Addition	BLK	Top – EDPM with Adhesive	M	NAD	N
829-NVH-R007	13	Roof – 2016 Addition	BRN	Fiberboard Insulation	M	NAD	N
830-NVH-R007	14	Roof – 2016 Addition	GRY	Bottom - ISO Insulation Cover with Adhesive	M	NAD	N
831-NVH-R007	12	Roof – 2016 Addition	BLK	Top – EDPM with Adhesive	M	NAD	N
832-NVH-R007	13	Roof – 2016 Addition	BRN	Top – Fiberboard Insulation	M	NAD	N
833-NVH-R007	14	Roof – 2016 Addition	GRY	Bottom - ISO Insulation Cover with Adhesive	M	NAD	N
834-NVH-R007	15	Roof – 2016 Addition	GRY	Caulk at Metal Flashing and Brick	M	NAD	N
835-NVH-R007	15	Roof – 2016 Addition	GRY	Caulk at Metal Flashing and Brick	M	NAD	N
836-NVH-R006	16	Roof – Original 1969	GRY	Mortar of Chimney	M	NAD	N

Asbestos Bulk Sampling Results Summary Table

Sample Number	HA	Sample Location	Color	Material Description	Material Type (T, S, M)	Analysis Results % Asbestos	ACM Y/N (1)
837-NVH-R006	16	Roof – Original 1969	GRY	Mortar of Chimney	M	NAD	N
838-NVH-R006	17	Roof – Original 1969	LIGHT GRY	Mortar Patching of Chimney	M	NAD	N
839-NVH-R006	17	Roof – Original 1969	LIGHT GRY	Mortar Patching of Chimney	M	NAD	N
840-NVH-R006	18	Roof – Original 1969	WH	Caulk at Mortar of Chimney	M	NAD	N
841-NVH-R006	18	Roof – Original 1969	WH	Caulk at Mortar of Chimney	M	NAD	N
842-NVH-R002	5	Roof – 2005 Addition Main Field	BLK	Bituminous Mopping at Deck	M	NAD	N
843-NVH-1044	19	First Floor Corridor – Original 1969	RED	Painted Burlap at Trophy Case	M	TRACE	N
844-NVH-1044	19	First Floor Corridor – Original 1969	RED	Painted Burlap at Trophy Case	M	TRACE	N
845-NVH-1044	**20**	**First Floor Corridor – Original 1969**	**BRN**	**Mastic of Burlap Covered Fiberboard**	**M**	**34.0%**	**Y**
846-NVH-1044	**20**	**First Floor Corridor – Original 1969**	**BRN**	**Mastic of Burlap Covered Fiberboard**	**M**	**NA**	**Y**
847-NVH-1044	21	First Floor Corridor – Original 1969	GRY	Fiberboard	M	NAD	N
848-NVH-1044	21	First Floor Corridor – Original 1969	GRY	Fiberboard	M	NAD	N
849-NVH-1044	22	First Floor Corridor – Original 1969	GRY	Caulk at Stone Sill of Trophy Case	M	NAD	N
850-NVH-1044	22	First Floor Corridor – Original 1969	GRY	Caulk at Stone Sill of Trophy Case	M	NAD	N
851-NVH-1044	23	First Floor Corridor – Original 1969	GRY	Mortar of Stone Sill	M	NAD	N
852-NVH-1044	23	First Floor Corridor – Original 1969	GRY	Mortar of Stone Sill	M	NAD	N
853-NVH-1044	24	First Floor Corridor – Original 1969	WH	Tectum Acoustic Panels	M	NAD	N
854-NVH-1044	24	First Floor Corridor – Original 1969	WH	Tectum Acoustic Panels	M	NAD	N
855-NVH-1044	25	First Floor Corridor – Original 1969	YEL	Mastic of Tectum Acoustic Panels	M	NAD	N
856-NVH-1044	25	First Floor Corridor – Original 1969	YEL	Mastic of Tectum Acoustic Panels	M	NAD	N
857-NVH-1044	26	First Floor Corridor – Original 1969	GRY	Waffle Concrete Deck	M	NAD	N
858-NVH-1044	26	First Floor Corridor – Original 1969	GRY	Waffle Concrete Deck	M	NAD	N
859-NVH-1044	27	First Floor Corridor – Original 1969	BLK	Speaker Gasket (Round Speaker)	M	NAD	N
860-NVH-1044	27	First Floor Corridor – Original 1969	BLK	Speaker Gasket (Round Speaker)	M	NAD	N
861-NVH-1044	28	First Floor Corridor – Original 1969	WH	Sealant Inside Speaker Housing (Round Speaker)	M	NAD	N
862-NVH-1044	28	First Floor Corridor – Original 1969	WH	Sealant Inside Speaker Housing (Round Speaker)	M	NAD	N
863-NVH-1044	**29**	**First Floor Corridor – Original 1969**	**BLK**	**Acoustic Mastic Inside Speaker Housing (Round Speaker)**	**M**	**13.0%**	**Y**
864-NVH-1044	**29**	**First Floor Corridor – Original 1969**	**BLK**	**Acoustic Mastic Inside Speaker Housing (Round Speaker)**	**M**	**NA**	**Y**
865-NVH-1044	30	First Floor Corridor – Original 1969	GRY	Cementitious Patching at Speaker Housing	M	NAD	N
866-NVH-1044	30	First Floor Corridor – Original 1969	GRY	Cementitious Patching at Speaker Housing	M	NAD	N
867-NVH-1044	31	First Floor Corridor – Original 1969	TAN/SIL	Reinforced Jacketing of Fiberglass Pipe Insulation	T	NAD	N
868-NVH-1044	31	First Floor Corridor – Original 1969	TAN/SIL	Reinforced Jacketing of Fiberglass Pipe Insulation	T	NAD	N
869-NVH-1044	31	First Floor Corridor – Original 1969	TAN/SIL	Reinforced Jacketing of Fiberglass Pipe Insulation	T	NAD	N
870-NVH-1044	32	First Floor Corridor – Original 1969	GRY	Fitting Insulation (Heat)	T	NAD	N

Asbestos Bulk Sampling Results Summary Table

Sample Number	HA	Sample Location	Color	Material Description	Material Type (T, S, M)	Analysis Results % Asbestos	ACM Y/N (1)
871-NVH-1044	32	First Floor Corridor – Original 1969	GRY	Fitting Insulation (Heat)	T	NAD	N
872-NVH-1044	32	First Floor Corridor – Original 1969	GRY	Fitting Insulation (Heat)	T	NAD	N
873-NVH-1024	33	First Floor Corridor – Original 1969	GRY	Block Wall	M	NAD	N
874-NVH-1024	33	First Floor Corridor – Original 1969	GRY	Block Wall	M	NAD	N
875-NVH-1024	34	First Floor Corridor – Original 1969	GRY	Mortar of Block Wall	M	NAD	N
876-NVH-1024	34	First Floor Corridor – Original 1969	GRY	Mortar of Block Wall	M	NAD	N
877-NVH-1024	35	First Floor Corridor – Original 1969	GRY	Caulk at Deck and Block Wall	M	TRACE	N
878-NVH-1024	35	First Floor Corridor – Original 1969	GRY	Caulk at Deck and Block Wall	M	TRACE	N
879-NVH-1031	37	First Floor Multipurpose Room – Original 1969	BRN	Caulk at Window Frame and Block Wall (Interior)	M	NAD	N
880-NVH-1031	37	First Floor Multipurpose Room – Original 1969	BRN	Caulk at Window Frame and Block Wall (Interior)	M	NAD	N
881-NVH-1031	38	First Floor Multipurpose Room – Original 1969	BLK	Window Panel Seal	M	NAD	N
882-NVH-1031	38	First Floor Multipurpose Room – Original 1969	BLK	Window Panel Seal	M	NAD	N
883-NVH-1031	39	First Floor Multipurpose Room – Original 1969	BRN	Window Panel Insulation	M	NAD	N
884-NVH-1031	39	First Floor Multipurpose Room – Original 1969	BRN	Window Panel Insulation	M	NAD	N
885-NVH-1007	40	First Floor Conference Room – Original 1969	WH	2' x 4' Speckled Ceiling Tile (2' x 2' Pattern)	M	NAD	N
886-NVH-1007	40	First Floor Conference Room – Original 1969	WH	2' x 4' Speckled Ceiling Tile (2' x 2' Pattern)	M	NAD	N
887-NVH-1032	41	First Floor AIS Room – Original 1969	BLK	Speaker Gasket (Square Speaker)	M	NAD	N
888-NVH-1032	41	First Floor AIS Room – Original 1969	BLK	Speaker Gasket (Square Speaker)	M	NAD	N
889-NVH-1032	42	First Floor AIS Room – Original 1969	BLK	Vibration Seal (Square Speaker)	M	TRACE	N
890-NVH-1032	42	First Floor AIS Room – Original 1969	BLK	Vibration Seal (Square Speaker)	M	NAD	N
891-NVH-1006	43	First Floor Assistant Principal – Original 1969	WH	2' x 4' Speckled Ceiling Tile	M	NAD	N
892-NVH-1006	43	First Floor Assistant Principal – Original 1969	WH	2' x 4' Speckled Ceiling Tile	M	NAD	N
893-NVH-1029	44	First Floor Kitchen – Original 1969	BLK	Speaker Gasket (Square, White, Metal)	M	NAD	N
894-NVH-1029	44	First Floor Kitchen – Original 1969	BLK	Speaker Gasket (Square, White, Metal)	M	NAD	N
895-NVH-2001	45	Second Floor Corridor – Original 1969	CRM	12" x 12" Floor Tile – Splotched	M	NAD	N
896-NVH-2001	45	Second Floor Corridor – Original 1969	CRM	12" x 12" Floor Tile – Splotched	M	NAD	N
897-NVH-2016	46	Second Floor Health Classroom – Original 1969	BLU/YEL	Carpet Mastic	M	NAD	N
898-NVH-2016	46	Second Floor Health Classroom – Original 1969	BLU/YEL	Carpet Mastic	M	NAD	N
899-NVH-2028S	47	Second Floor Stairway – Original 1969	GRY	Fitting Insulation at Roof Drain Line	T	NAD	N
900-NVH-2028S	47	Second Floor Stairway – Original 1969	GRY	Fitting Insulation at Roof Drain Line	T	NAD	N
901-NVH-2028S	47	Second Floor Stairway – Original 1969	GRY	Fitting Insulation at Roof Drain Line	T	NAD	N
902-NVH-1039	48	First Floor Copy/File Room – 2005 Addition	BRN	Caulk at Interior Window Frame	M	NAD	N
903-NVH-1039	48	First Floor Copy/File Room – 2005 Addition	BRN	Caulk at Interior Window Frame	M	NAD	N
904-NVH-1039	49	First Floor Copy/File Room – 2005 Addition	WH	2' x 4' Speckled Ceiling Tile	M	NAD	N
905-NVH-1039	49	First Floor Copy/File Room – 2005 Addition	WH	2' x 4' Speckled Ceiling Tile	M	NAD	N
906-NVH-1041	50	First Floor Lobby – 2005 Addition	GRY	Block Wall	M	NAD	N

Asbestos Bulk Sampling Results Summary Table

Sample Number	HA	Sample Location	Color	Material Description	Material Type (T, S, M)	Analysis Results % Asbestos	ACM Y/N (1)
907-NVH-1041	50	First Floor Lobby – 2005 Addition	GRY	Block Wall	M	NAD	N
908-NVH-1041	51	First Floor Lobby – 2005 Addition	GRY	Mortar of Block Wall	M	NAD	N
909-NVH-1041	51	First Floor Lobby – 2005 Addition	GRY	Mortar of Block Wall	M	NAD	N
910-NVH-2041	52	Second Floor Mechanical/Electrical Room – 2005 Addition	SIL	Insulation Covering at Roof Drain	M	NAD	N
911-NVH-2041	52	Second Floor Mechanical/Electrical Room – 2005 Addition	SIL	Insulation Covering at Roof Drain	M	NAD	N
912-NVH-E001	53	Exterior – 2005 Addition	BRN	Exterior Caulk at Window Frame and Univent Grill	M	NAD	N
913-NVH-E001	53	Exterior – 2005 Addition	BRN	Exterior Caulk at Window Frame and Univent Grill	M	NAD	N
914-NVH-E001	54	Exterior – 2005 Addition	GRY	Mortar of Brick	M	NAD	N
915-NVH-E001	54	Exterior – 2005 Addition	GRY	Mortar of Brick	M	NAD	N
916-NVH-E001	55	Exterior – 1969 Original	GRY	Concrete at Entry Pillars	M	NAD	N
917-NVH-E001	55	Exterior – 1969 Original	GRY	Concrete at Entry Pillars	M	NAD	N
918-NVH-E001	56	Exterior – 1969 Original	LT GRY	Caulk at Front Entry Pillars and Sidewalk	M	NAD	N
919-NVH-E001	56	Exterior – 1969 Original	LT GRY	Caulk at Front Entry Pillars and Sidewalk	M	NAD	N

(1)Note: Homogeneous materials must contain greater than 1% of asbestos to be considered as an "Asbestos Containing Material" in accordance with NYS Code Rule 56. If homogeneous materials contain 1% or less of asbestos, it is classified as "trace amounts of asbestos" which are not regulated by NYS Code Rule 56 but are still subject to OSHA Construction Standard 1926.1101.

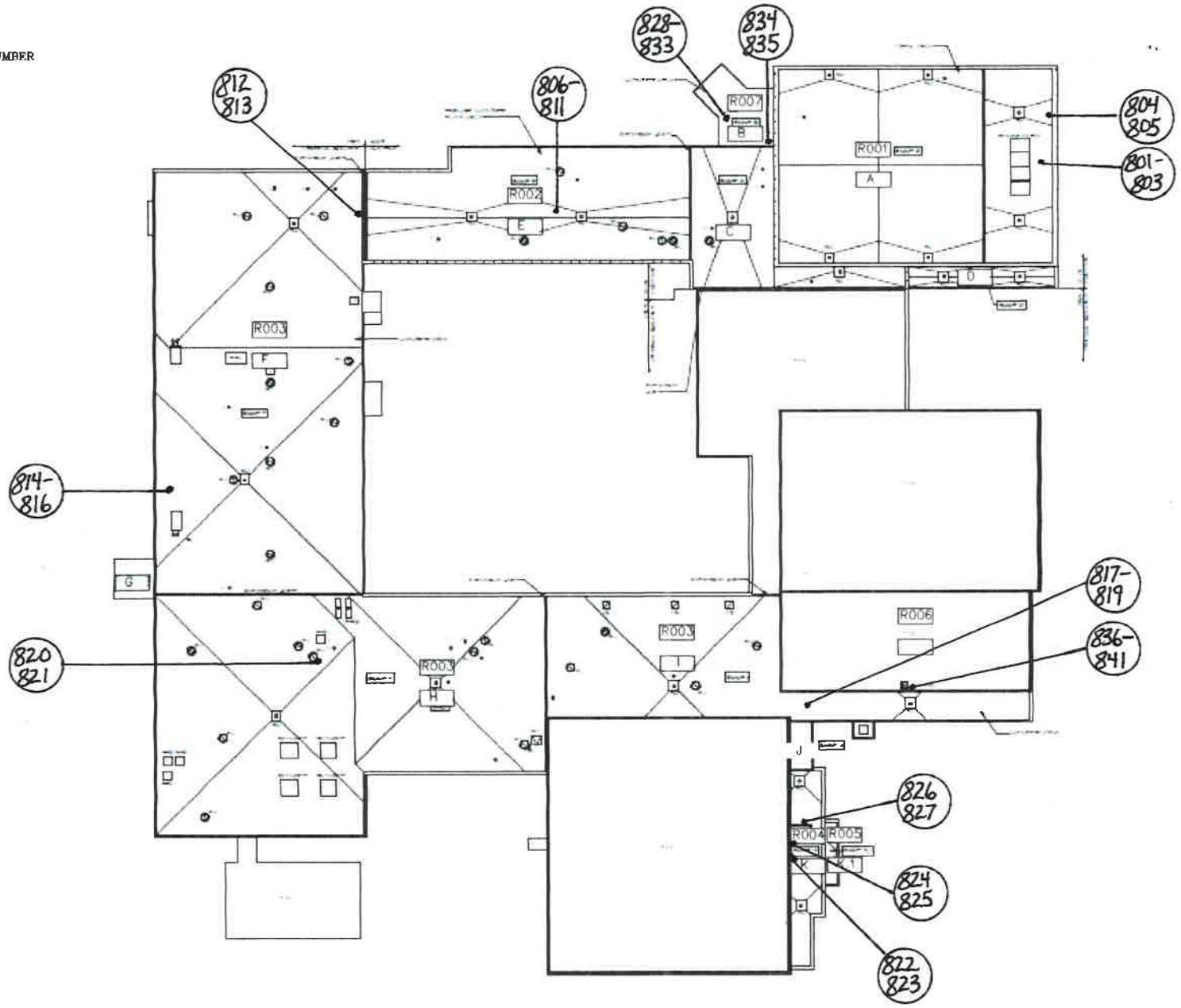
KEY

NAD – NO ASBESTOS DETECTED
CMU – CONCRETE MASONRY UNIT
GRY – GRAY
GRN – GREEN
SIL – SILVER
BLU – BLUE
NA – NOT ANALYZED
WH – WHITE
BRN – BROWN
BLK – BLACK
YEL – YELLOW
LT GRY – LIGHT GRAY
CRM – CREAM
ACM- ASBESTOS CONTAINING MATERIAL(S)
T- THERMAL
S- SURFACING
M – MISCELLANEOUS
HA- HOMOGENEOUS AREA

LEGEND:

XXXX ROOM DESIGNATION NUMBER

(XXX) SAMPLE NUMBER



2023 CAPITAL PROJECT - PHASE 2

HAZARDOUS ASBESTOS

68 WILSON CREEK RD NEWARK VALLEY STATE OF NEW YORK

HIGH SCHOOL

ROOF FLOOR PLAN

PROJECT NO. 0100.23222.2B

SHEET NO. HA008

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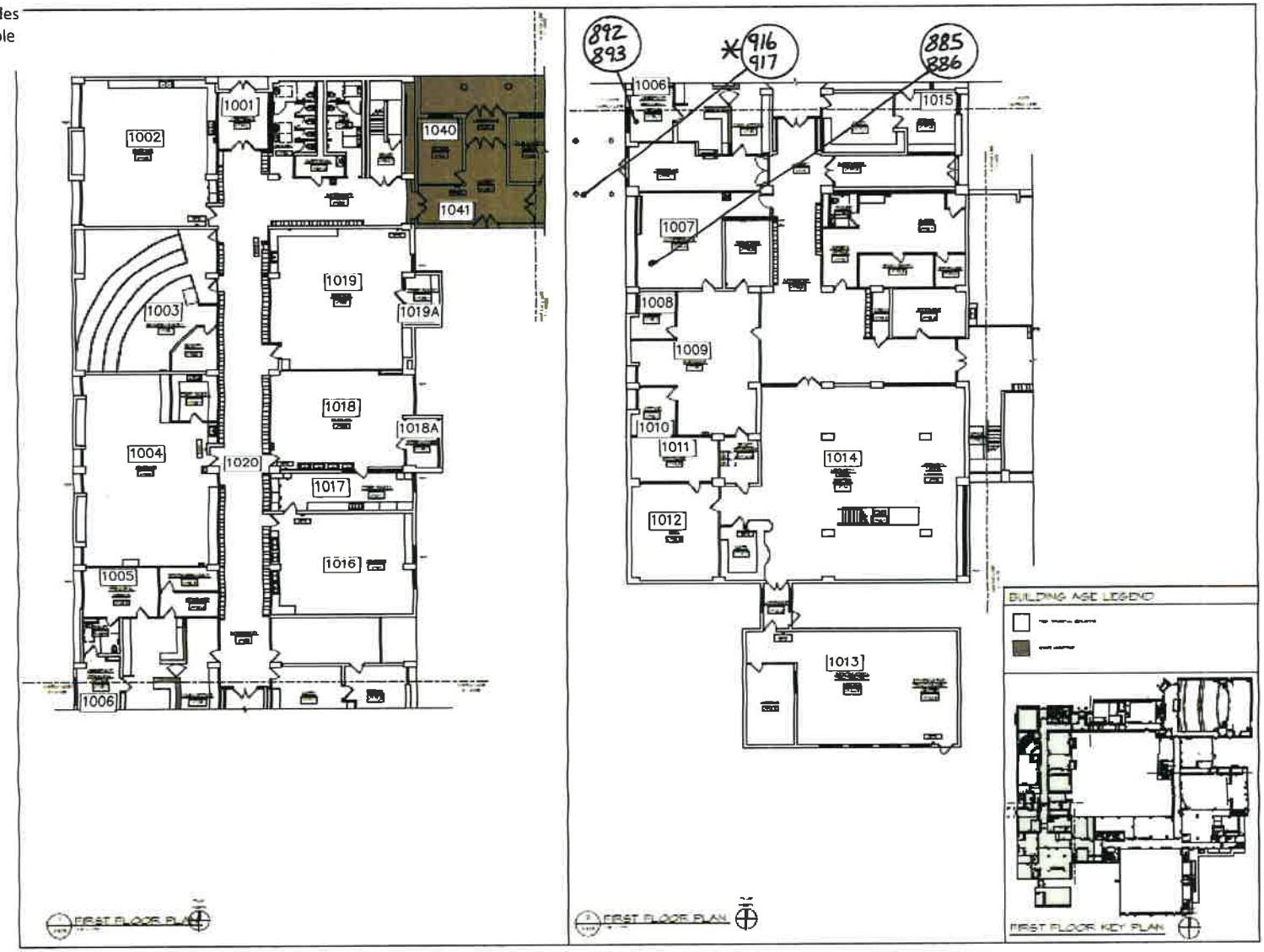
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(XXX) SAMPLE NUMBER

* This Floor Plan Includes Exterior (E001) Sample Locations



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HAZARDOUS ASBESTOS

68 WILSON CREEK RD., NEWARK VALLEY STATE OF NEW YORK

HIGH SCHOOL

FIRST FLOOR PLAN

CAD FILE NO:

DATE: 02/03/2023

PROJECT NO. 0100.23222.2B

SHEET NO. HA004

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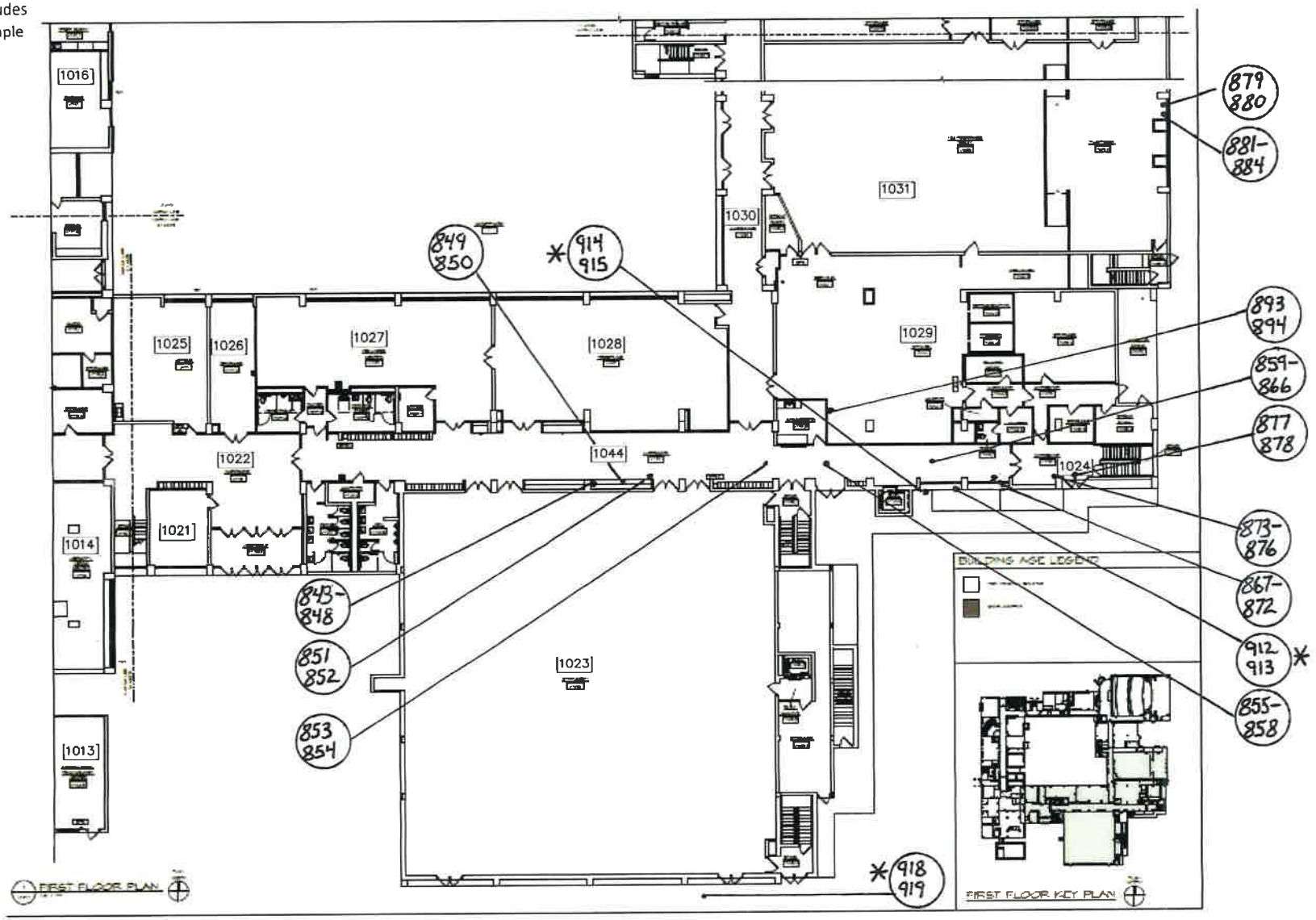
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HAZARDOUS ASBESTOS

68 WILSON CREEK RD., NEWARK VALLEY STATE OF NEW YORK

HIGH SCHOOL

FIRST FLOOR PLAN

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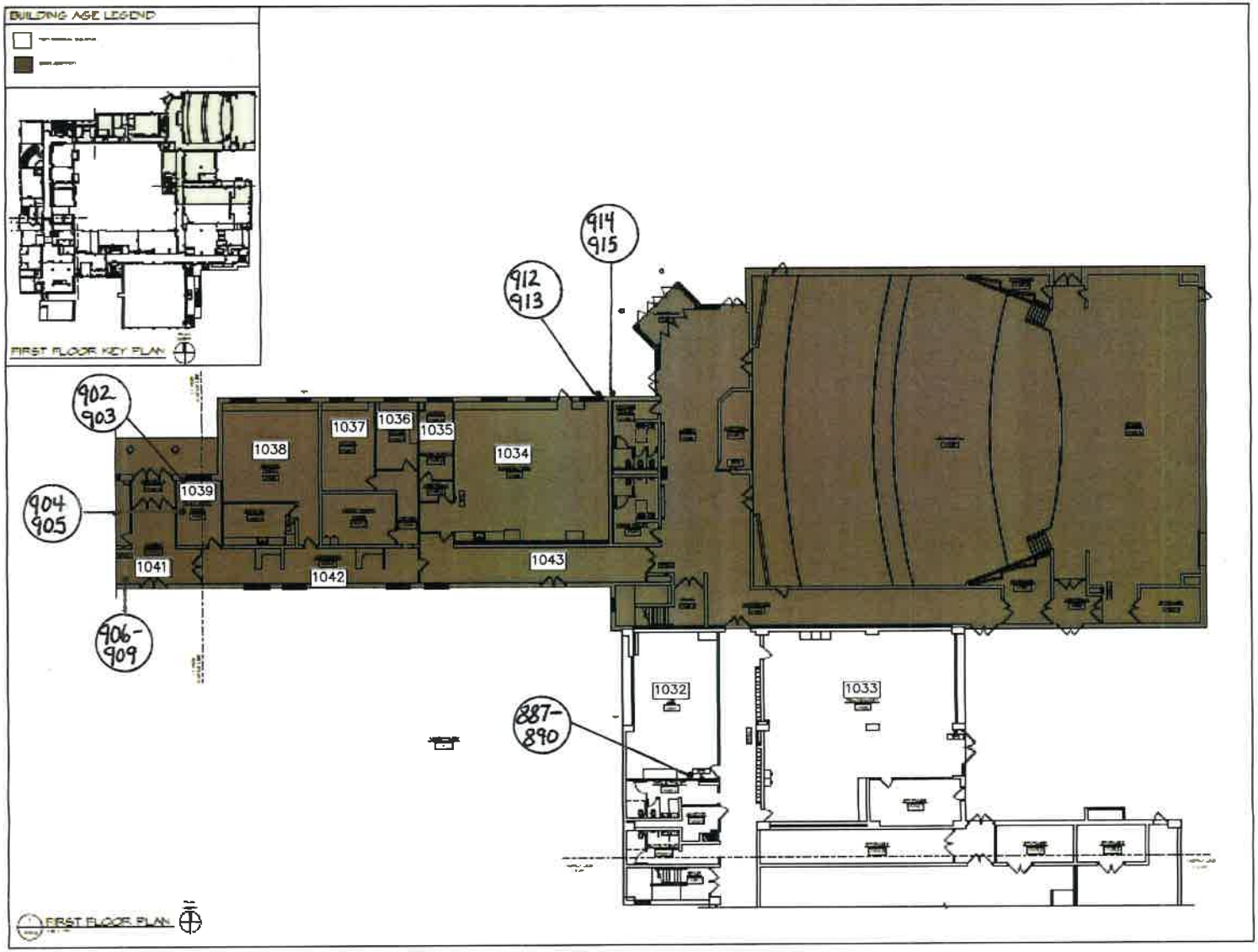
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HAZARDOUS ASBESTOS

68 WILSON CREEK RD., NEWARK VALLEY STATE OF NEW YORK

HIGH SCHOOL

FIRST FLOOR PLAN

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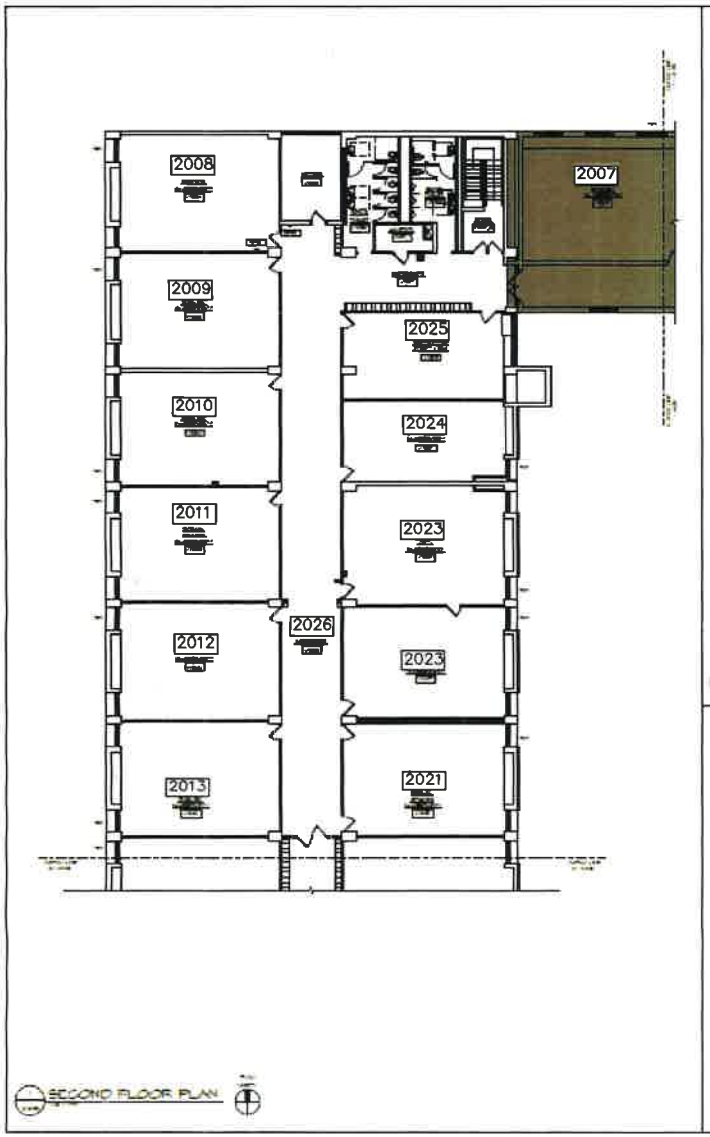
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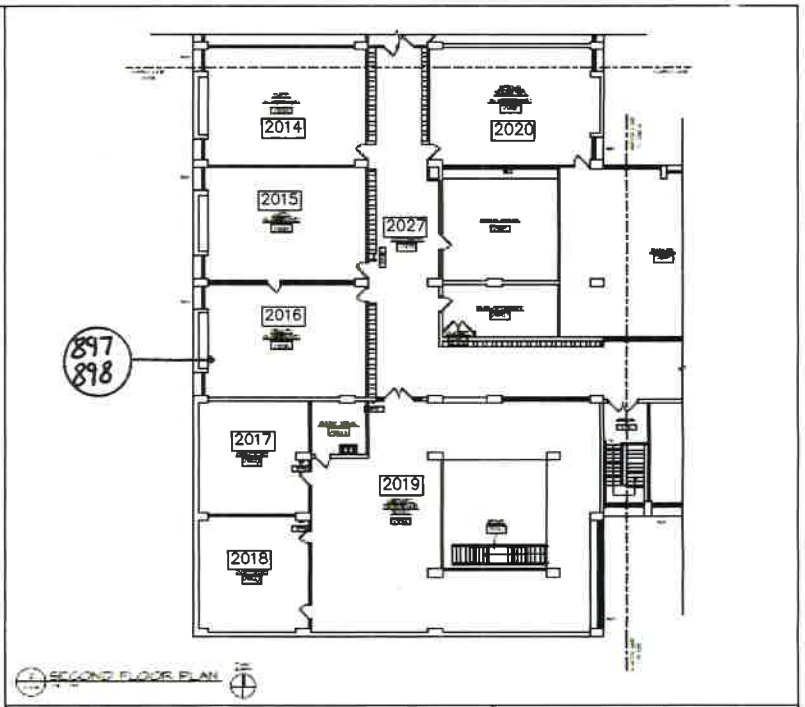
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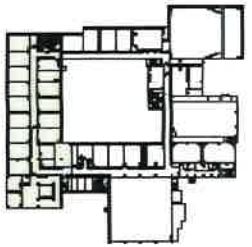


SECOND FLOOR PLAN



SECOND FLOOR PLAN

BUILDING AGE LEGEND



SECOND FLOOR KEY PLAN

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DATE: 02/03/2023

PROJECT NO. 0100.23222.2B

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SECOND FLOOR PLAN

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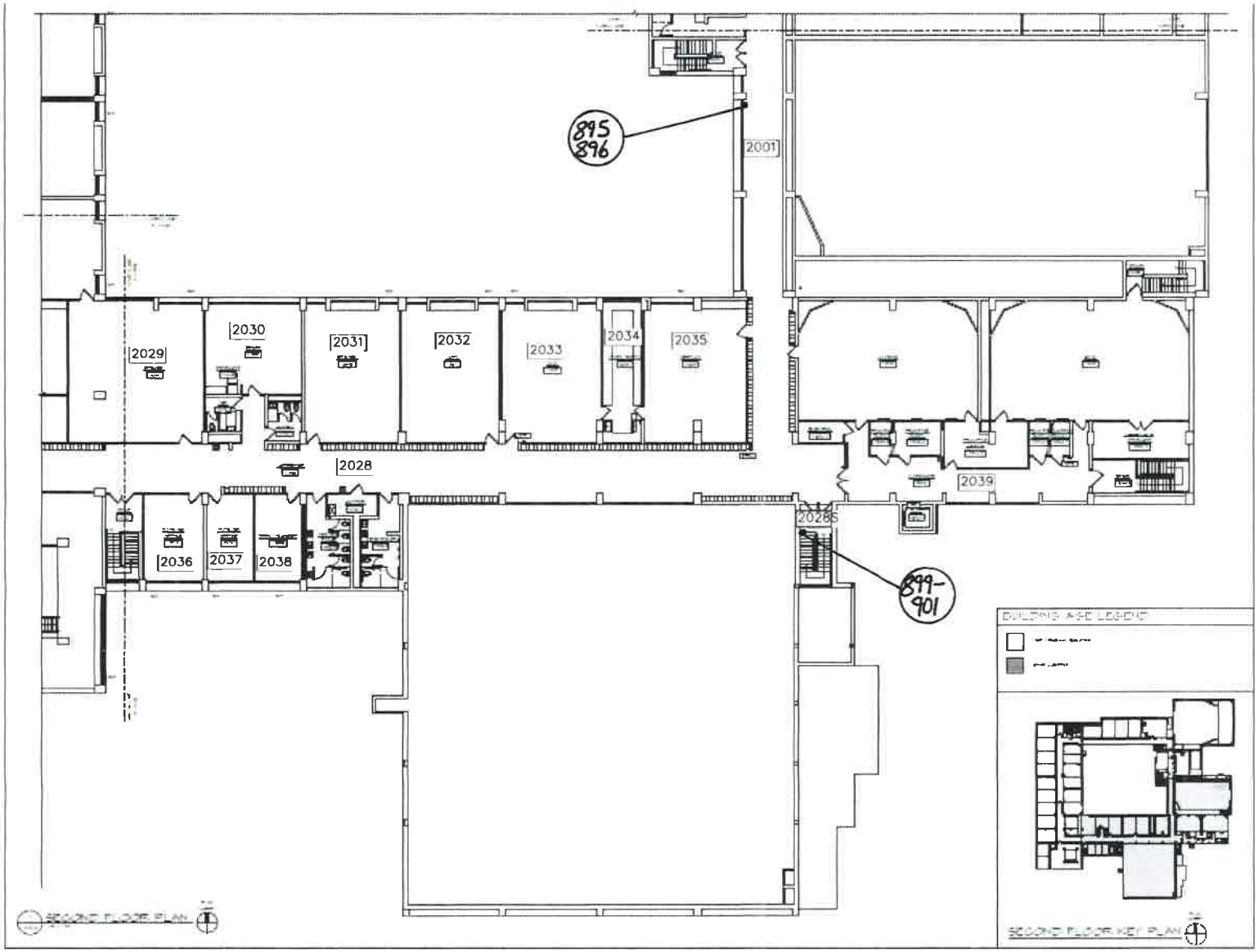
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2023 CAPITAL PROJECT - PHASE 2

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HIGH SCHOOL

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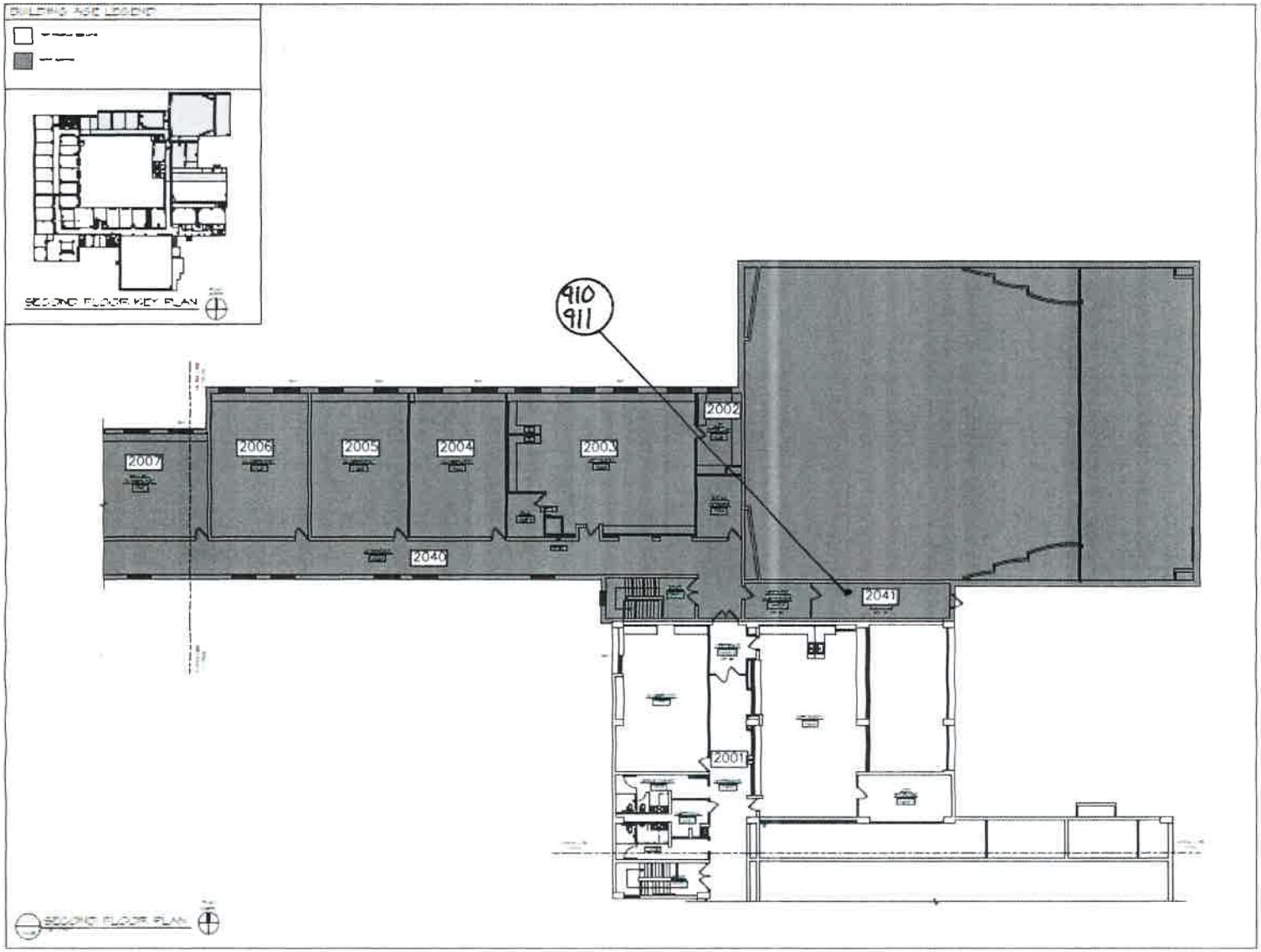
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(XXX) SAMPLE NUMBER



2023 CAPITAL PROJECT - PHASE 2

HAZARDOUS ASBESTOS

68 WILSON CREEK RD NEWARK VALLEY STATE OF NEW YORK

HIGH SCHOOL

SECOND FLOOR PLAN

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APPENDIX B
IDENTIFICATION AND ASSESSMENT METHODS OF ACM, ASSESSED BUILDING MATERIALS, AND ESTIMATED QUANTITIES

Identification and Assessment Methods of ACM - ASSESSMENT CODES

(F) Friable ACM – This material has been evaluated as friable, meaning it can be crumbled with hand pressure and, therefore, is likely to emit fibers when disturbed. This material will need to be addressed as required by State and Federal regulations.

(NF) Non-friable ACM – This material has been evaluated as non-friable. This material needs to be addressed as required by State and Federal regulations. In addition, it is required to analyze by TEM if the results are negative by PLM. It can be assumed positive.

(NVA) No Visible Asbestos – Our inspection/testing showed no visible ACM in accessible areas.

(D) Dirt Floor – If the ACM within the space is evaluated as friable, the dirt is also assumed to be contaminated.

(E) Estimated ACM – Amount of ACM is not visible, and its quantity is estimated.

(N/A) Not Applicable

(I) Inaccessible

100-Pipe Insul.	A. Corrugated	B. Pre-Form	C: Joint and Elbow	D: Pipe Debris	E. Lagging	F. Flange Gaskets
200-Heat Plant	A: Boiler Insul.	B: Breeching Insul.	C: Tank Insul.	D: Header Insul.	E. Gaskets	F: Furnace Insul
300-Ceiling	A: Tile	B: Plaster	C: Transite	D: Batt Insul.	E: Adhesive	F: Sheetrock/ Joint Compound
400-Wall	A: Panel G. Stucco	B: Plaster H: Wallpaper	C: Transite I: Grout	D. Sheetrock/ Joint Compound	E: Mastic	F. Batt Insulation
500-Floor	A: Tile G. Debris	B: Dirt Floor H. Patching/Leveler	C: Linoleum I: Grout/Mortar Bed	D: Mastic J: Cove Base	E: Felt Runner K: Stair Tread	F: Wood Floor Vapor Barrier
600-Duct Insul.	A: Corrugated	B: Pre-Form	C: Transite	D: Cloth Tape		
700-Fireproofing	A: Ceiling	B: Wall	C: Beams	D: Ducts	E. Debris	
800-Miscellaneous	A: Asbestos Board G: Sink Mastic M: Window Caulk S: Flue Insulation Y: Parging	B: Transite H: Adhesive N: Door Caulk T: Mortar Z: Paint	C: Light Gasket I: Curtains O: Louver Caulk U: Caulk/Sealant/ Tar	D: Debris J: Vibration Isolators P: Chalkboard V: Vermiculite	E: Wires K: Window Glazing Q: Incinerator Insul. W. Univent Mastic	F: Doors L: Window Putty R: Countertop X: Clock/Speaker Mastic
900-Roofing	A: Flashing G: Shingles M: Cement Panels	B: Patching H: Counter Flashing Caulk N: Tar	C: Felts I: Roof Sealant	D: Flat Roofing J: Coping Sealant	E: Insulation K: Silver Coat	F: Roofing Material L: Wood Trim Caulk

Assessed Building Materials and Estimated Quantities

ROOM CODE	ROOM USE	MATERIAL CODES	ASSESSMENT CODES	ESTIMATED QUANTIY OF ACM (SF, LF, U)
FIRST FLOOR				
1006	Assistant Principal – H118.1 (1969 Original Building)		NVA	
1007	Conference Room – H116.4 (1969 Original Building)		NVA	
1024	Corridor – H106 (1969 Original Building)		NVA	
1029	Kitchen – H104 (1969 Original Building)		NVA	
1031	Multipurpose Room – H103 (1969 Original Building)		NVA	
1032	AIS Room – H101 (1969 Original Building)		NVA	
1039	Copy/File Room - H142 (2005 Addition Building)		NVA	
1041	Lobby – H140.1 (2005 Addition Building)		NVA	
1044	Corridor – H110 (1969 Original Building)	400E 800X	NF NF	82 SF (2 Trophy Cases) 1 Unit (Speaker) (1)*
SECOND FLOOR				
2001	Corridor – H200 (1969 Original Building)		NVA	
2016	Health Classroom – H218 (1969 Original Building)		NVA	
2028S	Stairway – H216.6 (1969 Original Building)		NVA	
2041	Mechanical/Electrical Room – H240.3 (2005 Addition Building)		NVA	
ROOF				
R001	Flashing - Level A (2005 Addition)		NVA	
R002	Main Field - Level E (2005 Addition)		NVA	
R003	Level F (1969 Original Building)		NVA	
R003	Level H (1969 Original Building)		NVA	
R003	Level I (1969 Original Building)		NVA	
R004	Level K (1969 Original Building)		NVA	
R005	Level K (1969 Original Building)		NVA	
R006	Chimney Sample Locations		NVA	
R007	Level B (2016 Addition Building)		NVA	
EXTERIOR				
E001	Exterior		NVA	

Notes: (1)* This was the only homogenous speaker found during this survey.

(2)* See Previous Limited Pre-Renovation Survey for Asbestos Containing Materials, Dated March 2016.

Key

SF- Square Feet LF- Linear Feet Units – Each Building Component

APPENDIX C
ASBESTOS BULK SAMPLING LABORATORY ANALYTICAL RESULTS

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: 2126798600 FAX: 2126793114

June 29, 2023

Keystone Material Testing, LLC
Attn: Tim Marble
58 Exchange Street
Binghamton, NY 13901

RE: Keystone Material Testing, LLC
Job Number 223063655
P.O. #0100.23222.2.C.1
0100.23222.2.C.1; Keystone Associates; Asbestos Roof Sampling - Newark Valley High School

Dear Tim Marble:

Enclosed are the results of Asbestos Analysis - Bulk Protocol of the following Keystone Material Testing, LLC samples, received at AmeriSci on Monday, June 26, 2023, for a 5 day turnaround:

Sample ID 801-NVH-R001 through 842-NVH-R002

The 42 samples, placed in Zip Lock Bag, were shipped to AmeriSci via Fed Ex. Keystone Material Testing, LLC requested ELAP PLM/TEM analysis of these samples.

The results of the analyses which were performed following ELAP Protocols 198.1 PLM Friable and/or 198.6 for PLM NOB. ELAP Protocol 198.4 TEM NOB guidelines are presented within the Summary Table of this report. The presence of matrix reduction data in the Summary Table normally indicates an NOB sample. For NOB samples the individual matrix reduction, combined PLM and TEM analysis results are listed in the Summary Bulk Asbestos Analysis Results in Table I. Complete PLM results for individual samples are presented in the PLM Bulk Asbestos Report. Samples near 1% asbestos may be analyzed by EPA 400 pt ct method (EPA 600-M4-82-020). This combined report relates ONLY to sample analysis expressed as percent composition by weight and percent asbestos. This report must not be used to claim product endorsement or approval by these laboratories, NVLAP, ELAP or any other associated agency. This report must not be reproduced, except in full without the written approval of the laboratory. This report may contain specific data not covered by NVLAP or ELAP accreditations respectively, if so identified in relevant footnotes.

AmeriSci appreciates this opportunity to serve your organization. Please contact us for any further assistance or with any questions.

Sincerely,

John P. Koubiadis
Asb. Mgr. | Authorized Signatory

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

PLM Bulk Asbestos Report

Keystone Material Testing, LLC
Attn: Tim Marble
58 Exchange Street

Binghamton, NY 13901

Date Received 06/26/23
Date Examined 06/28/23
ELAP # 11480
AmeriSci Job # 223063655
P.O. #
Page 1 **of** 8
RE: 0100.23222.2.C.1; Keystone Associates; Asbestos Roof Sampling - Newark Valley High School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
801-NVH-R001 1	223063655-01 **Location:** Roof - 2005 Addition - Flashing - Black, Top - Multi-Layer Modified Bitumen	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 17.5%			
802-NVH-R001 2	223063655-02 **Location:** Roof - 2005 Addition - Flashing - Brown, Top - Fiberboard Insulation	***No***	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 06/28/23
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 90%, Non-fibrous 10%			
803-NVH-R001 3	223063655-03 **Location:** Roof - 2005 Addition - Flashing - Black, Bottom - ISO Insulation Cover With Adhesive	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 6.8%			
804-NVH-R001 4	223063655-04 **Location:** Roof - 2005 Addition - Flashing - Black, Patching @ Roof Edge	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 18.1%			
805-NVH-R001 4	223063655-05 **Location:** Roof - 2005 Addition - Flashing - Black, Patching @ Roof Edge	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 17.5%			

See Reporting notes on last page

PLM Bulk Asbestos Report

0100.23222.2.C.1; Keystone Associates; Asbestos Roof Sampling - Newark Valley High School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
806-NVH-R002 1	223063655-06	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Location: Roof - 2005 Addition - Main Field - Black, Top - Multi-Layer Modified Bitumen			
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 7.8%			
807-NVH-R002 2	223063655-07	***No***	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 06/28/23
Location: Roof - 2005 Addition - Main Field - Brown, Fiberboard Insulation			
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 90%, Non-fibrous 10%			
808-NVH-R002 3	223063655-08	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Location: Roof - 2005 Addition - Main Field - Black, ISO Insulation Cover With Adhesive			
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 2.9%			
809-NVH-R002 5	223063655-09	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Location: Roof - 2005 Addition - Main Field - Black, Bottom - Bitumious Mopping @ Deck			
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 1.3%			
810-NVH-R002 6	223063655-10	***No***	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 06/28/23
Location: Roof - 2005 Addition - Grey, Concrete Deck			
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			
811-NVH-R002 6	223063655-11	***No***	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 06/28/23
Location: Roof - 2005 Addition - Grey, Concrete Deck			
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			

See Reporting notes on last page

PLM Bulk Asbestos Report

0100.23222.2.C.1; Keystone Associates; Asbestos Roof Sampling - Newark Valley High School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
812-NVH-R003 7	223063655-12 **Location:** Roof - Original 1969 - White, Sealant @ Expansion Joint	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 23.1%			
813-NVH-R003 7	223063655-13 **Location:** Roof - Original 1969 - White, Sealant @ Expansion Joint	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.5%			
814-NVH-R003 1	223063655-14 **Location:** Roof - Original 1969 Flashing - Black, Top - Multi-Layer Modified Bitumen	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 14.7%			
815-NVH-R003 19	223063655-15 **Location:** Roof - Original 1969 Flashing - Brown, Fesco Insulation	***No***	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 06/28/23
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 60%, Non-fibrous 40%			
816-NVH-R003 3	223063655-16 **Location:** Roof - Original 1969 Flashing - Black, Bottom - ISO Insulation Cover With Adhesive	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 4%			
817-NVH-R003 1	223063655-17 **Location:** Roof - Original 1969 Main Field - Black, Top - Multi-Layer Modified Bitumen	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 17.6%			

See Reporting notes on last page

PLM Bulk Asbestos Report

0100.23222.2.C.1; Keystone Associates; Asbestos Roof Sampling - Newark Valley High School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
818-NVH-R003 19	223063655-18	***No***	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 06/28/23
Location: Roof - Original 1969 Main Field - Brown, Top - Fesco Insulation			
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 60%, Non-fibrous 40%			
819-NVH-R003 3	223063655-19	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Location: Roof - Original 1969 Main Field - Black, Bottom - ISO Insulation Cover With Adhesive			
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 3.4%			
820-NVH-R004 8	223063655-20	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Location: Roof - Original 1969 - Black, Patching @ Roof Top Unit			
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 14.5%			
821-NVH-R004 8	223063655-21	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Location: Roof - Original 1969 - Black, Patching @ Roof Top Unit			
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 12.8%			
822-NVH-R004 9	223063655-22	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Location: Roof - Original 1969 - Grey, Caulk @ Metal Flashing And Brick			
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 12.2%			
823-NVH-R004 9	223063655-23	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Location: Roof - Original 1969 - Grey, Caulk @ Metal Flashing And Brick			
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 13.2%			

See Reporting notes on last page

PLM Bulk Asbestos Report

0100.23222.2.C.1; Keystone Associates; Asbestos Roof Sampling - Newark Valley High School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
824-NVH-R004 10	223063655-24 **Location:** Roof - Original 1969 - Black, Caulk @ Metal Flashing	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.9%			
825-NVH-R004 10	223063655-25 **Location:** Roof - Original 1969 - Black, Caulk @ Metal Flashing	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.4%			
826-NVH-R004 11	223063655-26 **Location:** Roof - Original 1969 - Tan Blk., Patching @ Elevator Roof	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 17.5%			
827-NVH-R004 11	223063655-27 **Location:** Roof - Original 1969 - Tan Blk., Patching @ Elevator Roof	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 17.3%			
828-NVH-R007 12	223063655-28 **Location:** Roof - 2006 Addition - Black, Top - EPDM With Adhesive	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 17.1%			
829-NVH-R007 13	223063655-29 **Location:** Roof - 2006 Addition - Brown, Fiberboard Insulation	***No***	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 06/28/23
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 80%, Non-fibrous 20%			

See Reporting notes on last page

PLM Bulk Asbestos Report

0100.23222.2.C.1; Keystone Associates; Asbestos Roof Sampling - Newark Valley High School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
830-NVH-R007 14	223063655-30 **Location:** Roof - 2006 Addition - Grey, Bottom - ISO Insulation Cover With Adhesive	***No***	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 06/28/23
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 75%, Fibrous glass 5%, Non-fibrous 20%			
831-NVH-R007 12	223063655-31 **Location:** Roof - 2006 Addition - Black, Top - EPDM With Adhesive	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 17.6%			
832-NVH-R007 13	223063655-32 **Location:** Roof - 2006 Addition - Brown, Top - Fiberboard Insulation	***No***	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 06/28/23
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 80%, Non-fibrous 20%			
833-NVH-R007 14	223063655-33 **Location:** Roof - 2006 Addition - Grey, Bottom - ISO Insulation Cover With Adhesive	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Gray/Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 11.6%			
834-NVH-R007 15	223063655-34 **Location:** Roof - 2006 Addition - Grey, Caulk @ Metal Flashing And Brick	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 3.8%			
835-NVH-R007 15	223063655-35 **Location:** Roof - 2006 Addition - Grey, Caulk @ Metal Flashing And Brick	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 6.7%			

See Reporting notes on last page

PLM Bulk Asbestos Report

0100.23222.2.C.1; Keystone Associates; Asbestos Roof Sampling - Newark Valley High School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
836-NVH-R006 16	223063655-36 **Location:** Roof - Original 1969 - Grey, Mortar Of Chimney	***No***	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 06/28/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			
837-NVH-R006 16	223063655-37 **Location:** Roof - Original 1970 - Grey, Mortar Of Chimney	***No***	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 06/28/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			
838-NVH-R006 17	223063655-38 **Location:** Roof - Original 1971 - Light Grey, Mortar Patching Of Chimney	***No***	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 06/28/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			
839-NVH-R006 17	223063655-39 **Location:** Roof - Original 1972 - Light Grey, Mortar Patching Of Chimney	***No***	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 06/28/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			
840-NVH-R006 18	223063655-40 **Location:** Roof - Original 1973 - White, Caulk @ Mortar Of Chimney	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 13.8%			
841-NVH-R006 18	223063655-41 **Location:** Roof - Original 1974 - White, Caulk @ Mortar Of Chimney	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 13.5%			

See Reporting notes on last page

PLM Bulk Asbestos Report

0100.23222.2.C.1; Keystone Associates; Asbestos Roof Sampling - Newark Valley High School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
842-NVH-R0025	223063655-42	***No***	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 06/28/23

Location: Roof - 2005 Addition Main Field - Black, Bituminous Mopping @ Deck

Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 0.5%

Reporting Notes:

Analyzed by: Jared C. Clarke
Date: 6/28/2023

Reviewed by: Gabriella Morozov

*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_____

Client Name: Keystone Material Testing, LLC

Table I
Summary of Bulk Asbestos Analysis Results

0100.23222.2.C.1; Keystone Associates; Asbestos Roof Sampling - Newark Valley High School

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	801-NVH-R001	1	0.389	54.7	27.8	17.5	NAD	NAD
Location:	Roof - 2005 Addition - Flashing - Black, Top - Multi-Layer Modified Bitumen							
02	802-NVH-R001	2	----	----	----	----	NAD	NA
Location:	Roof - 2005 Addition - Flashing - Brown, Top - Fiberboard Insulation							
03	803-NVH-R001	3	0.218	91.7	1.5	6.8	NAD	NAD
Location:	Roof - 2005 Addition - Flashing - Black, Bottom - ISO Insulation Cover With Adhesive							
04	804-NVH-R001	4	0.216	75.6	6.2	18.1	NAD	NAD
Location:	Roof - 2005 Addition - Flashing - Black, Patching @ Roof Edge							
05	805-NVH-R001	4	0.238	75.5	7.0	17.5	NAD	NAD
Location:	Roof - 2005 Addition - Flashing - Black, Patching @ Roof Edge							
06	806-NVH-R002	1	0.367	69.4	22.9	7.8	NAD	NAD
Location:	Roof - 2005 Addition - Main Field - Black, Top - Multi-Layer Modified Bitumen							
07	807-NVH-R002	2	----	----	----	----	NAD	NA
Location:	Roof - 2005 Addition - Main Field - Brown, Fiberboard Insulation							
08	808-NVH-R002	3	0.200	96.5	0.6	2.9	NAD	NAD
Location:	Roof - 2005 Addition - Main Field - Black, ISO Insulation Cover With Adhesive							
09	809-NVH-R002	5	0.202	98.1	0.6	1.3	NAD	NAD
Location:	Roof - 2005 Addition - Main Field - Black, Bottom - Bitumious Mopping @ Deck							
10	810-NVH-R002	6	----	----	----	----	NAD	NA
Location:	Roof - 2005 Addition - Grey, Concrete Deck							
11	811-NVH-R002	6	----	----	----	----	NAD	NA
Location:	Roof - 2005 Addition - Grey, Concrete Deck							
12	812-NVH-R003	7	0.234	47.5	29.3	23.1	NAD	NAD
Location:	Roof - Original 1969 - White, Sealant @ Expansion Joint							
13	813-NVH-R003	7	0.232	33.7	57.8	8.5	NAD	NAD
Location:	Roof - Original 1969 - White, Sealant @ Expansion Joint							
14	814-NVH-R003	1	0.339	69.9	15.4	14.7	NAD	NAD
Location:	Roof - Original 1969 Flashing - Black, Top - Multi-Layer Modified Bitumen							
15	815-NVH-R003	19	----	----	----	----	NAD	NA
Location:	Roof - Original 1969 Flashing - Brown, Fesco Insulation							
16	816-NVH-R003	3	0.197	92.8	3.2	4.0	NAD	NAD
Location:	Roof - Original 1969 Flashing - Black, Bottom - ISO Insulation Cover With Adhesive							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

0100.23222.2.C.1; Keystone Associates; Asbestos Roof Sampling - Newark Valley High School

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	817-NVH-R003	1	0.425	71.6	10.8	17.6	NAD	NAD
Location: Roof - Original 1969 Main Field - Black, Top - Multi-Layer Modified Bitumen								
18	818-NVH-R003	19	----	----	----	----	NAD	NA
Location: Roof - Original 1969 Main Field - Brown, Top - Fesco Insulation								
19	819-NVH-R003	3	0.170	95.0	1.6	3.4	NAD	NAD
Location: Roof - Original 1969 Main Field - Black, Bottom - ISO Insulation Cover With Adhesive								
20	820-NVH-R004	8	0.216	79.1	6.3	14.5	NAD	NAD
Location: Roof - Original 1969 - Black, Patching @ Roof Top Unit								
21	821-NVH-R004	8	0.165	77.6	9.7	12.8	NAD	NAD
Location: Roof - Original 1969 - Black, Patching @ Roof Top Unit								
22	822-NVH-R004	9	0.202	79.6	8.1	12.1	NAD	Chrysotile Trace
Location: Roof - Original 1969 - Grey, Caulk @ Metal Flashing And Brick								
23	823-NVH-R004	9	0.184	74.8	12.0	13.2	NAD	NAD
Location: Roof - Original 1969 - Grey, Caulk @ Metal Flashing And Brick								
24	824-NVH-R004	10	0.293	56.4	37.7	5.9	NAD	NAD
Location: Roof - Original 1969 - Black, Caulk @ Metal Flashing								
25	825-NVH-R004	10	0.282	55.1	39.5	5.4	NAD	NAD
Location: Roof - Original 1969 - Black, Caulk @ Metal Flashing								
26	826-NVH-R004	11	0.211	77.0	5.5	17.5	NAD	NAD
Location: Roof - Original 1969 - Tan Blk., Patching @ Elevator Roof								
27	827-NVH-R004	11	0.236	75.5	7.2	17.3	NAD	NAD
Location: Roof - Original 1969 - Tan Blk., Patching @ Elevator Roof								
28	828-NVH-R007	12	0.230	74.9	8.0	17.1	NAD	NAD
Location: Roof - 2006 Addition - Black, Top - EPDM With Adhesive								
29	829-NVH-R007	13	----	----	----	----	NAD	NA
Location: Roof - 2006 Addition - Brown, Fiberboard Insulation								
30	830-NVH-R007	14	----	----	----	----	NAD	NA
Location: Roof - 2006 Addition - Grey, Bottom - ISO Insulation Cover With Adhesive								
31	831-NVH-R007	12	0.254	73.9	8.5	17.6	NAD	NAD
Location: Roof - 2006 Addition - Black, Top - EPDM With Adhesive								
32	832-NVH-R007	13	----	----	----	----	NAD	NA
Location: Roof - 2006 Addition - Brown, Top - Fiberboard Insulation								

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

0100.23222.2.C.1; Keystone Associates; Asbestos Roof Sampling - Newark Valley High School

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
33	833-NVH-R007	14	0.143	83.8	4.6	11.6	NAD	NAD
Location:	Roof - 2006 Addition - Grey, Bottom - ISO Insulation Cover With Adhesive							
34	834-NVH-R007	15	0.240	42.0	54.2	3.8	NAD	NAD
Location:	Roof - 2006 Addition - Grey, Caulk @ Metal Flashing And Brick							
35	835-NVH-R007	15	0.285	28.1	65.2	6.7	NAD	NAD
Location:	Roof - 2006 Addition - Grey, Caulk @ Metal Flashing And Brick							
36	836-NVH-R006	16	----	----	----	----	NAD	NA
Location:	Roof - Original 1969 - Grey, Mortar Of Chimney							
37	837-NVH-R006	16	----	----	----	----	NAD	NA
Location:	Roof - Original 1970 - Grey, Mortar Of Chimney							
38	838-NVH-R006	17	----	----	----	----	NAD	NA
Location:	Roof - Original 1971 - Light Grey, Mortar Patching Of Chimney							
39	839-NVH-R006	17	----	----	----	----	NAD	NA
Location:	Roof - Original 1972 - Light Grey, Mortar Patching Of Chimney							
40	840-NVH-R006	18	0.172	66.7	19.5	13.8	NAD	NAD
Location:	Roof - Original 1973 - White, Caulk @ Mortar Of Chimney							
41	841-NVH-R006	18	0.193	62.8	23.7	13.5	NAD	NAD
Location:	Roof - Original 1974 - White, Caulk @ Mortar Of Chimney							
42	842-NVH-R002	5	0.256	96.2	3.3	0.5	NAD	NAD
Location:	Roof - 2005 Addition Main Field - Black, Bituminous Mopping @ Deck							

Analyzed by: Gabriella Morozov 

Reviewed by: Gabriella Morozov 

Date: 6/29/2023

**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).

Keystone Environmental Services
58 Exchange Street
Binghamton, New York 13901
Ph. (607) 723-5117
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ASBESTOS ANALYSIS CHAIN OF CUSTODY

2230636 55

Lab Address:
AmeriSci New York
117 East 30th Street
New York, New York 10016
NVLAP #200546-0/ELAP #11480
Ph. (212) 679-8600

KES PROJECT #: 0100-232222-C.1 | **CLIENT:** KEYSTONE ASSOCIATES

Project Description: ASBESTOS ROOF SAMPLING

Project Location: NEWARK VALLEY HIGH SCHOOL

Turn Around Time (TAT) CIRCLE ONE
RUSH 12 HR. 24 HR. 48 HR. 3 DAY (5 DAY)

Collected By: G. MEYER | **Date:** 6/23/23

Sample Location: B – Basement; 1- First Floor; 2- Second Floor; 3- Third Floor; A – Attic; R- Roof; E – Exterior

Material Description: F – Floor Tile; L – Linoleum; M – Mastic; PB – Plaster Base; PS – Plaster Skim; SR – Sheetrock; PI – Pipe Insulation; I - Insulation; JC – Joint Compound; WP – Wallpaper; WI – Wiring; P - Parging; V - Vermiculite; PI – Pipe Insulation; DI – Duct Insulation; CT – Ceiling Tile; R - Roofing; W - Window; D - Door; S - Siding; FC – Flue Cement; V – Vermiculite

Sample Id#	HA	Sample Location	Color	Material Description	Material Type (T,S,M)	PLM Friable ELAP 198.1	PLM NOB ELAP 198.6	TEM NOB ELAP 198.4
801-NVH-R001	1	R- 2005 Addition Flashing	Black	TOP - MULTI-layer modified Bitumen	M	X	X	X
802-NVH-R001	2	R-	Brown	↓ Fiberboard insulation	M	X		
803-NVH-R001	3	R-	Black	Bottom - ISO insulation Cover with Adhesive	M	X	X	X
804-NVH-R001	4	R-	Black	Patching @ Roof Edge	M	X	X	X
805-NVH-R001	4	R-	Black	Patching @ Roof Edge	M	X	X	X
806-NVH-R002	1	R- Main Field	Black	TOP - MULTI-layer modified Bitumen	M	X	X	X
807-NVH-R002	2	R-	Brown	Fiberboard insulation	M	X		
808-NVH-R002	3	R-	Black	ISO insulation Cover with Adhesive	M	X	X	X
809-NVH-R002	5	R-	Black	Bottom - Bituminous Mopping @ deck	M	X	X	X
810-NVH-R002	6	R-	Grey	Concrete deck	M	X		
811-NVH-R002	6	R-	Grey	Concrete deck	M	X		
812-NVH-R003	7	R- Original 1969	White	Sealant @ Expansion Joint	M	X	X	X
813-NVH-R003	7	R-	White	Sealant @ Expansion Joint	M	X	X	X
814-NVH-R003	1	R- Flashing	Black	TOP - MULTI-layer modified Bitumen	M	X	X	X
815-NVH-R003	19	R-	Brown	FESCO insulation	M	X		

* **COMMENTS: Positive STOP for all the same HA's**

Released By: [signature] Date: 6/23/23

Received By: Alexandra Valek Date: 62623 1052

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ASBESTOS ANALYSIS CHAIN OF CUSTODY

223063655

Lab Address:
AmeriSci New York
117 East 30th Street
New York, New York 10016
NVLAP #200546-0/ELAP #11480
Ph. (212) 679-8600

KES PROJECT #: 0100-23222.2.C.1 | **CLIENT:** KEYSTONE ASSOCIATES

Project Description: ASBESTOS Roof Sampling

Project Location: NEWARK Valley High School

Turn Around Time (TAT) CIRCLE ONE
RUSH 12 HR. 24 HR. 48 HR. 3 DAY (5 DAY)

Collected By: G. MEYER | **Date:** 6/23/23

Sample Id#	HA	Sample Location: B – Basement, 1- First Floor, 2- Second Floor, 3- Third Floor, A – Attic, R- Roof, E – Exterior	Color	Material Description: F – Floor Tile, L – Linoleum, M – Mastic, PB – Plaster Base, PS – Plaster Skim, SR – Sheetrock, PI – Pipe Insulation, I - Insulation; JC – Joint Compound, WP – Wallpaper, WI – Wiring, P - Parging, V - Vermiculite, PI – Pipe Insulation, DI – Duct Insulation; CT – Ceiling Tile, R - Roofing, W - Window, D - Door, S - Siding, FC – Flue Cement, V – Vermiculite	Material Type (T,S,M)	PLM Friable ELAP 198.1	PLM NOB ELAP 198.6	TEM NOB ELAP 198.4
816-NVH-R003	3	R- Original 1969 Flashing	Black	Bottom - ISO insulation Cover With Adhesive	M	X	X	X
817-NVH-R003	1	R- Main Field	Black	Top - MUlTI-layered Modified Bitumen	M	X	X	X
818-NVH-R003	19	R- ↓	Brown	↓ Fesco insulation	M	X		
819-NVH-R003	3	R- ↓	Black	Bottom - ISO insulation Cover With Adhesive	M	X	X	X
820-NVH-R003	8	R-	Black	Patching @ Roof Top Unit	M	X	X	X
821-NVH-R003	8	R-	Black	Patching @ Roof Top Unit	M	X	X	X
822-NVH-R004	9	R-	Grey	CAUIK @ METAL Flashing and Brick	M	X	X	X
823-NVH-R004	9	R-	Grey	CAUIK @ METAL Flashing and Brick	M	X	X	X
824-NVH-R004	10	R-	Black	CAUIK @ METAL Flashing	M	X	X	X
825-NVH-R004	10	R-	Black	CAUIK @ METAL Flashing	M	X	X	X
826-NVH-R004	11	R-	TAN BIK	Patching @ Elevator Roof	M	X	X	X
827-NVH-R004	11	R- ↓	TAN BIK	Patching @ Elevator Roof	M	X	X	X
828-NVH-R007	12	R- 2016 Addition	Black	Top - EPDM With Adhesive	M	X	X	X
829-NVH-R007	13	R-	Brown	Fiberboard insulation	M	X		
838-NVH-R007	14	R- ↓	Grey	Bottom - ISO insulation Cover With Adhesive	M	X	X	X

* **COMMENTS:** Positive STOP for all the same HA's

Released By: [signature] Date: 6/23/23

Received By: Alexandra Vega Date: 62623 1052

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ASBESTOS ANALYSIS
CHAIN OF CUSTODY

Lab Address:
AmeriSci New York
117 East 30th Street
New York, New York 10016
NVLAP #200546-0/ELAP #11480
Ph. (212) 679-8600

KES PROJECT #: 0100-23222.2.C.1	CLIENT: KEYSTONE ASSOCIATES	Turn Around Time (TAT) CIRCLE ONE RUSH 12 HR. 24 HR. 48 HR. 3 DAY (5 DAY)	
Project Description: ASBESTOS ROOF SAMPLING			
Project Location: NEWARK VALLEY HIGH SCHOOL		Collected By: G. MEYER	Date: 6/23/23

Sample Location: B – Basement; 1- First Floor; 2- Second Floor; 3- Third Floor; A – Attic; R- Roof; E – Exterior

Material Description: F – Floor Tile; L – Linoleum; M – Mastic; PB – Plaster Base; PS – Plaster Skim; SR – Sheetrock; PI – Pipe Insulation; I - Insulation; JC – Joint Compound; WP – Wallpaper; WI – Wiring; P - Parging; V - Vermiculite; PI – Pipe Insulation; DI – Duct Insulation; CT – Ceiling Tile; R - Roofing; W - Window; D - Door; S - Siding; FC – Flue Cement; V – Vermiculite

Sample Id#	HA	Sample Location	Color	Material Description	Material Type (T,S,M)	PLM Friable ELAP 198.1	PLM NOB ELAP 198.6	TEM NOB ELAP 198.4
831-NVH-R007	12	R- 2016 Addition	Black	TOP - EPDM with Adhesive	M	X	X	X
832-NVH-R007	13	R-	Brown	↓ Fiberboard insulation	M	X		
833-NVH-R007	14	R-	Gray	BOTTOM - ISO insulation Cover with Adhesive	M	X	X	X
834-NVH-R007	15	R-	Grey	CAULK @ METAL Flashing and brick	M	X	X	X
835-NVH-R007	15	R- ↓	Grey	CAULK @ METAL Flashing and brick	M	X	X	X
836-NVH-R006	16	R- Original 1969	Grey	MORTAR OF Chimney	M	X		
837-NVH-R006	16	R-	Grey	MORTAR OF Chimney	M	X		
838-NVH-R006	17	R-	light Grey	MORTAR Patching of Chimney	M	X		
839-NVH-R006	17	R-	light Grey	MORTAR Patching of Chimney	M	X		
840-NVH-R006	18	R-	white	CAULK @ MORTAR of Chimney	M	X	X	X
841-NVH-R006	18	R- ↓	white	CAULK @ MORTAR OF Chimney	M	X	X	X
842-NVH-R002	5	R- 2005 Addition Main Field	Black	BITUMINOUS Mopping @ deck	M	X	X	X
					223063655			

✳ **COMMENTS: Positive STOP for all the same HA's**

Released By: [signature] Date: 6/23/23

Received By: [signature] Date: 62623 1052

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AmeriSci Richmond
13635 GENITO ROAD
MIDLOTHIAN, VIRGINIA 23112
TEL: 8047631200 FAX: 8047631800

September 6, 2023

Keystone Material Testing, LLC
Attn: Tim Marble
58 Exchange Street
Binghamton, NY 13901

RE: Keystone Material Testing, LLC
Job Number 123082071
P.O. #0100.23222.2.C.1
0100.23222.2.C.1; Pre Renovation Survey - Newark Valley CSD; High School

Dear Tim Marble:

Enclosed are the results of Asbestos Analysis - Bulk Protocol of the following Keystone Material Testing, LLC samples, received at AmeriSci on Monday, August 28, 2023, for a 5 day turnaround:

Sample ID 843-NVH-1044 through 919-NVH-E001

The 77 samples, placed in zip lock bag, were shipped to AmeriSci via Fed Ex 8177 5830 8869 B 840. Keystone Material Testing, LLC requested ELAP PLM/TEM analysis of these samples.

The results of the analyses which were performed under NYSDOH ELAP Lab Certification # 10984 following ELAP 198.4 TEM guidelines are presented within the Summary Table of this report. The presence of matrix reduction data in the Summary Table normally indicates an NOB sample. For NOB samples the individual matrix reduction and TEM analysis results are listed in Table I. Complete PLM results for individual samples analyzed by ELAP 198.1 (friable) and ELAP 198.6 (NOB) are presented in the PLM Bulk Asbestos Report. This combined report relates ONLY to sample analysis expressed as percent composition by weight and percent asbestos. This report must not be used to claim product endorsement or approval by these laboratories, NVLAP, ELAP or any other associated agency. The National Institute of Standards and Technology accreditation requirements, mandate that this report must not be reproduced, except in full without the written approval of the laboratory. This report may contain specific data not covered by NVLAP or ELAP accreditations respectively, if so identified in relevant footnotes.

AmeriSci appreciates this opportunity to serve your organization. Please contact us for any further assistance or with any questions.

Sincerely,

Cory M. Parnell

Laboratory Director | Authorized Signatory

AmeriSci Richmond
13635 GENITO ROAD
MIDLOTHIAN, VIRGINIA 23112
TEL: (804) 763-1200 • FAX: (804) 763-1800

PLM Bulk Asbestos Report

Keystone Material Testing, LLC
Attn: Tim Marble
58 Exchange Street

Binghamton, NY 13901

Date Received 08/28/23
Date Examined 09/05/23
ELAP # 10984

AmeriSci Job # 123082071
P.O. #
Page 1 **of** 16

RE: 0100.23222.2.C.1; Pre Renovation Survey - Newark Valley CSD; High School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
843-NVH-1044 19	123082071-01 **Location:** First Floor - Corridor; Painted Burlap @ Trophy Case; 1969 Original Bldg	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Analyst Description: Red, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 7.1%
Comment: Heat Sensitive (organic): 78.7%; Acid Soluble (inorganic): 14.2%; Inert (Non-asbestos): 7.1%

844-NVH-1044 19	123082071-02 **Location:** First Floor - Corridor; Painted Burlap @ Trophy Case; 1969 Original Bldg	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Analyst Description: Red, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 7.6%
Comment: Heat Sensitive (organic): 82.0%; Acid Soluble (inorganic): 10.4%; Inert (Non-asbestos): 7.6%

845-NVH-1044 20	123082071-03 **Location:** First Floor - Corridor; Mastic Of Burlap Covered Fiberbard; 1969 Original Bldg	***Yes***	34% (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Analyst Description: Brown, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types: Chrysotile 34%
Other Material: Non-fibrous 8.5%
Comment: Heat Sensitive (organic): 54.6%; Acid Soluble (inorganic): 2.9%; Inert (Non-asbestos): 8.5%

846-NVH-1044 20	123082071-04 **Location:** First Floor - Corridor; Mastic Of Burlap Covered Fiberbard; 1969 Original Bldg		NA/PS

Analyst Description: Bulk Material
Asbestos Types:
Other Material:
Comment: Heat Sensitive (organic): 53.5%; Acid Soluble (inorganic): 5.0%; Inert (Non-asbestos): 41.4%

See Reporting notes on last page

PLM Bulk Asbestos Report

0100.23222.2.C.1; Pre Renovation Survey - Newark Valley CSD; High School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
847-NVH-1044 21	123082071-05	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23

Location: First Floor - Corridor; Fiberboard; 1969 Original Bldg

Analyst Description: Beige/Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Cellulose 100%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
848-NVH-1044 21	123082071-06	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23

Location: First Floor - Corridor; Fiberboard; 1969 Original Bldg

Analyst Description: Beige/Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Cellulose 100%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
849-NVH-1044 22	123082071-07	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Location: First Floor - Corridor; Caulk @ Stone Sill Of Trophy Case; 1969 Original Bldg

Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 3.2%
Comment: Heat Sensitive (organic): 40.3%; Acid Soluble (inorganic): 56.5%; Inert (Non-asbestos): 3.2%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
850-NVH-1044 22	123082071-08	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Location: First Floor - Corridor; Caulk @ Stone Sill Of Trophy Case; 1969 Original Bldg

Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 10%
Comment: Heat Sensitive (organic): 40.5%; Acid Soluble (inorganic): 49.4%; Inert (Non-asbestos): 10.1%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
851 -NVH-1044 23	123082071-09	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23

Location: First Floor - Corridor; Mortar Of Stone Sill; 1969 Original Bldg

Analyst Description: Beige/Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Cellulose 5.0%, Non-fibrous 95%

See Reporting notes on last page

PLM Bulk Asbestos Report

0100.23222.2.C.1; Pre Renovation Survey - Newark Valley CSD; High School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
852- -NVH-1044 23	123082071-10	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23

Location: First Floor - Corridor; Mortar Of Stone Sill; 1969 Original Bldg

Analyst Description: Beige/Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Cellulose Trace, Non-fibrous 100%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
853-NVH-1044 24	123082071-11	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23

Location: First Floor - Corridor; Tectum Acoustic Panels; 1969 Original Bldg

Analyst Description: White, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Cellulose 70%, Non-fibrous 30%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
854-NVH-1044 24	123082071-12	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23

Location: First Floor - Corridor; Tectum Acoustic Panels; 1969 Original Bldg

Analyst Description: White, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Cellulose 70%, Non-fibrous 30%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
855-NVH-1044 25	123082071-13	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Location: First Floor - Corridor; Mastic Of tectum Acoustic Panels; 1969 Original Bldg

Analyst Description: Tan, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 36%
Comment: Heat Sensitive (organic): 58.3%; Acid Soluble (inorganic): 5.5%; Inert (Non-asbestos): 36.1%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
856-NVH-1044 25	123082071-14	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Location: First Floor - Corridor; Mastic Of tectum Acoustic Panels; 1969 Original Bldg

Analyst Description: Tan, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 36%
Comment: Heat Sensitive (organic): 50.8%; Acid Soluble (inorganic): 12.9%; Inert (Non-asbestos): 36.4%

See Reporting notes on last page

PLM Bulk Asbestos Report

0100.23222.2.C.1; Pre Renovation Survey - Newark Valley CSD; High School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
857-NVH-1044 26	123082071-15	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23

Location: First Floor - Corridor; Wattle Concrete Deck; 1969 Original Bldg

Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 100%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
858-NVH-1044 26	123082071-16	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23

Location: First Floor - Corridor; Wattle Concrete Deck; 1969 Original Bldg

Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 100%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
859-NVH-1044 27	123082071-17	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23

Location: First Floor - Corridor; Speaker Gasket (Round Speaker); 1969 Original Bldg

Analyst Description: White/Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Cellulose 90%, Non-fibrous 10%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
860-NVH-1044 27	123082071-18	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23

Location: First Floor - Corridor; Speaker Gasket (Round Speaker); 1969 Original Bldg

Analyst Description: White/Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Cellulose 90%, Non-fibrous 10%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
861-NVH-1044 28	123082071-19	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Location: First Floor - Corridor; Sealant Inside Speaker Housing (Round Speaker); 1969 Original Bldg

Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 65%

Comment: Heat Sensitive (organic): 7.4%; Acid Soluble (inorganic): 27.1%; Inert (Non-asbestos): 65.5%

See Reporting notes on last page

PLM Bulk Asbestos Report

0100.23222.2.C.1; Pre Renovation Survey - Newark Valley CSD; High School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
862-NVH-1044 28	123082071-20 **Location:** First Floor - Corridor; Sealant Inside Speaker Housing (Round Speaker); 1969 Original Bldg	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 69% **Comment:** Heat Sensitive (organic): 7.5%; Acid Soluble (inorganic): 23.1%; Inert (Non-asbestos): 69.4%			
863-NVH-1044 29	123082071-21 **Location:** First Floor - Corridor; Acoustic Mastic Inside Speaker Housing (Round Speaker); 1969 Original Bldg	***Yes***	13% (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile 13% **Other Material:** Non-fibrous 10% **Comment:** Heat Sensitive (organic): 70.5%; Acid Soluble (inorganic): 6.2%; Inert (Non-asbestos): 10.0%			
864-NVH-1044 29	123082071-22 **Location:** First Floor - Corridor; Acoustic Mastic Inside Speaker Housing (Round Speaker); 1969 Original Bldg		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:** **Comment:** Heat Sensitive (organic): 61.0%; Acid Soluble (inorganic): 8.3%; Inert (Non-asbestos): 30.7%			
865-NVH-1044 30	123082071-23 **Location:** First Floor - Corridor; Cementitious Patching @ Speaker Housing (Round Speaker); 1969 Original Bldg	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			
866-NVH-1044 30	123082071-24 **Location:** First Floor - Corridor; Cementitious Patching @ Speaker Housing (Round Speaker); 1969 Original Bldg	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
867-NVH-1044 31	123082071-25 **Location:** First Floor - Corridor; Reinforced Jacketing Of Fiberglass Pipe Insulation; 1969 Original Bldg	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Analyst Description: Silver, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 23%
Comment: Heat Sensitive (organic): 53.7%; Acid Soluble (inorganic): 22.9%; Inert (Non-asbestos): 23.4%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
868-NVH-1044 31	123082071-26 **Location:** First Floor - Corridor; Reinforced Jacketing Of Fiberglass Pipe Insulation; 1969 Original Bldg	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Analyst Description: Silver, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 41%
Comment: Heat Sensitive (organic): 46.0%; Acid Soluble (inorganic): 12.2%; Inert (Non-asbestos): 41.8%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
869-NVH-1044 31	123082071-27 **Location:** First Floor - Corridor; Reinforced Jacketing Of Fiberglass Pipe Insulation; 1969 Original Bldg	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Analyst Description: Silver, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 51%
Comment: Heat Sensitive (organic): 44.3%; Acid Soluble (inorganic): 4.5%; Inert (Non-asbestos): 51.2%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
870-NVH-1044 32	123082071-28 **Location:** First Floor - Corridor; Fitting Insulation (Heat); 1969 Original Bldg	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23

Analyst Description: Beige/Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Cellulose Trace, Fibrous glass 15%, Non-fibrous 85%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
871 -NVH-1044 32	123082071-29 **Location:** First Floor - Corridor; Fitting Insulation (Heat); 1969 Original Bldg	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23

Analyst Description: Beige/Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Cellulose Trace, Fibrous glass 15%, Non-fibrous 85%

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
872 -NVH-1044 32	123082071-30 **Location:** First Floor - Corridor; Fitting Insulation (Heat); 1969 Original Bldg	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23
Analyst Description: Beige/Gray, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose Trace, Fibrous glass 15%, Non-fibrous 85%			
873-NVH-1024 33	123082071-31 **Location:** First Floor - Corridor; Block Wall; 1969 Original Bldg	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			
874-NVH-1024 33	123082071-32 **Location:** First Floor - Corridor; Block Wall; 1969 Original Bldg	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			
875-NVH-1024 34	123082071-33 **Location:** First Floor - Corridor; Mortar of Block Wall; 1969 Original Bldg	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23
Analyst Description: White, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			
876-NVH-1024 34	123082071-34 **Location:** First Floor - Corridor; Mortar of Block Wall; 1969 Original Bldg	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23
Analyst Description: White, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
877-NVH-1024	123082071-35	***Yes***	Trace (<1.0 %)
35	**Location:** First Floor - Corridor; Caulk @ Deck And Block Wall; 1969 Original Bldg		(NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile <1. % pc			
Other Material: Non-fibrous 11%			
Comment: Heat Sensitive (organic): 45.0%; Acid Soluble (inorganic): 42.7%; Inert (Non-asbestos): 11.5%			
878-NVH-1024	123082071-36	***Yes***	0.6%
36	**Location:** First Floor - Corridor; Caulk @ Deck And Block Wall; 1969 Original Bldg		(NOB by EPA 600/M4-82-020) by William M. Dunstan on 09/05/23
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 0.6%			
Other Material: Non-fibrous 22%			
Comment: Heat Sensitive (organic): 42.3%; Acid Soluble (inorganic): 34.6%; Inert (Non-asbestos): 22.5%			
879-NVH-1031	123082071-37	***No***	NAD
37	**Location:** First Floor - Multipurpose Rm; Caulk @ Window Frame And Block Wall (Interior); 1969 Original Bldg		(NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 3.7%			
Comment: Heat Sensitive (organic): 73.2%; Acid Soluble (inorganic): 23.1%; Inert (Non-asbestos): 3.7%			
880-NVH-1031	123082071-38	***No***	NAD
37	**Location:** First Floor - Multipurpose Rm; Caulk @ Window Frame And Block Wall (Interior); 1969 Original Bldg		(NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 3.9%			
Comment: Heat Sensitive (organic): 73.2%; Acid Soluble (inorganic): 22.9%; Inert (Non-asbestos): 3.9%			
881 -NVH-1031	123082071-39	***No***	NAD
38	**Location:** Multipurpose Rm; Window Panel Seal; 1969 Original Bldg		(NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 36%			
Comment: Heat Sensitive (organic): 51.4%; Acid Soluble (inorganic): 12.3%; Inert (Non-asbestos): 36.2%			

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
882 -NVH-1031 38	123082071-40 **Location:** Multipurpose Rm; Window Panel Seal; 1969 Original Bldg	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 32% **Comment:** Heat Sensitive (organic): 54.1%; Acid Soluble (inorganic): 13.8%; Inert (Non-asbestos): 32.1%			
883-NVH-1031 39	123082071-41 **Location:** Multipurpose Rm; Window Panel Insulation; 1969 Original Bldg	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 90%, Non-fibrous 10%			
884-NVH-1031 39	123082071-42 **Location:** Multipurpose Rm; Window Panel Insulation; 1969 Original Bldg	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 90%, Non-fibrous 10%			
885-NVH-1007 40	123082071-43 **Location:** Conference Rm; 2' x 4' Speckled Ceiling Tile (2'x 2' Pattern); 1969 Original Bldg	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23
Analyst Description: Beige, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 45% **Comment:** Heat Sensitive (organic): 21.2%; Acid Soluble (inorganic): 33.6%; Inert (Non-asbestos): 45.3%			
886-NVH-1007 40	123082071-44 **Location:** Conference Rm; 2' x 4' Speckled Ceiling Tile (2'x 2' Pattern); 1969 Original Bldg	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23
Analyst Description: Beige, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 48% **Comment:** Heat Sensitive (organic): 19.5%; Acid Soluble (inorganic): 31.9%; Inert (Non-asbestos): 48.5%			

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
887-NVH-1032 41	123082071-45 **Location:** AIS Room; Speaker Gasket (Square Speaker); 1969 Original Bldg; 1969 Original Bldg	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23

Analyst Description: White/Black, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Cellulose 90%, Non-fibrous 10%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
888-NVH-1032 41	123082071-46 **Location:** First Floor -AIS Room; Speaker Gasket (Square Speaker); 1969 Original Bldg; 1969 Original Bldg	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23

Analyst Description: White/Black, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Cellulose 90%, Non-fibrous 10%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
889-NVH-1032 42	123082071-47 **Location:** First Floor -AIS Room; Vibration Seal (Square Speaker); 1969 Original Bldg	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 6.0%
Comment: Heat Sensitive (organic): 59.4%; Acid Soluble (inorganic): 34.6%; Inert (Non-asbestos): 6.0%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
890-NVH-1032 42	123082071-48 **Location:** First Floor -AIS Room; Vibration Seal (Square Speaker); 1969 Original Bldg	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 6.7%
Comment: Heat Sensitive (organic): 58.2%; Acid Soluble (inorganic): 35.2%; Inert (Non-asbestos): 6.7%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
891 -NVH-1006 43	123082071-49 **Location:** First Floor -Assistant Principal; 2' x 4' Speckled Ceiling Tile; 1969 Original Bldg	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Analyst Description: Beige, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 42%
Comment: Heat Sensitive (organic): 29.4%; Acid Soluble (inorganic): 27.7%; Inert (Non-asbestos): 42.9%

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
892 -NVH-1006 43	123082071-50 **Location:** First Floor -Assistant Principal; 2' x 4' Speckled Ceiling Tile; 1969 Original Bldg	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23
Analyst Description: Beige, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 53% **Comment:** Heat Sensitive (organic): 29.9%; Acid Soluble (inorganic): 16.9%; Inert (Non-asbestos): 53.1%			
893-NVH-1029 44	123082071-51 **Location:** First Floor -Kitchen; Speaker Gasket (Square, White, Metal); 1969 Original Bldg	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23
Analyst Description: White/Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 90%, Non-fibrous 10%			
894-NVH-1029 44	123082071-52 **Location:** First Floor -Kitchen; Speaker Gasket (Square, White, Metal); 1969 Original Bldg	***No***	NAD (by NYS ELAP 198.1) by Beverly A. Schrage on 09/05/23
Analyst Description: White/Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 90%, Non-fibrous 10%			
895-NVH-2001 5	123082071-53 **Location:** Second Floor -Corridor; 12" x 12" Floor Tile - Splotched; 1969 Original Bldg	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23
Analyst Description: Beige, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 60% **Comment:** Heat Sensitive (organic): 17.1%; Acid Soluble (inorganic): 22.9%; Inert (Non-asbestos): 60.0%			
896-NVH-2001 45	123082071-54 **Location:** Second Floor -Corridor; 12" x 12" Floor Tile - Splotched; 1969 Original Bldg	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23
Analyst Description: Beige, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 57% **Comment:** Heat Sensitive (organic): 16.2%; Acid Soluble (inorganic): 26.7%; Inert (Non-asbestos): 57.1%			

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
897-NVH-2016	123082071-55	***No***	NAD
46	**Location:** Second Floor - Health Class RM; Carpet Mastic; 1969 Original Bldg		(NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Analyst Description: Yellow, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 25%
Comment: Heat Sensitive (organic): 37.6%; Acid Soluble (inorganic): 36.7%; Inert (Non-asbestos): 25.8%

898-NVH-2016	123082071-56	***No***	NAD
46	**Location:** Second Floor - Health Class RM; Carpet Mastic; 1969 Original Bldg		(NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Analyst Description: Yellow, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 50%
Comment: Heat Sensitive (organic): 28.5%; Acid Soluble (inorganic): 20.8%; Inert (Non-asbestos): 50.6%

899-NVH-20285	123082071-57	***No***	NAD
47	**Location:** Second Floor - Stair; Fitting Insulation @ Roof Drain Line; 1969 Original Bldg		(by NYS ELAP 198.1) by William M. Dunstan on 09/05/23

Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Fibrous glass 30%, Non-fibrous 70%

900-NVH-20285	123082071-58	***No***	NAD
47	**Location:** Second Floor - Stair; Fitting Insulation @ Roof Drain Line; 1969 Original Bldg		(by NYS ELAP 198.1) by William M. Dunstan on 09/05/23

Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Fibrous glass 30%, Non-fibrous 70%

901 -NVH-20285	123082071-59	***No***	NAD
47	**Location:** Second Floor - Stair; Fitting Insulation @ Roof Drain Line; 1969 Original Bldg		(by NYS ELAP 198.1) by William M. Dunstan on 09/05/23

Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Fibrous glass 30%, Non-fibrous 70%

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
902 -NVH-1039 48	123082071-60	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Location: First Floor - Copy/File Room; Caulk @ Interior Window Frame; 2005 Addition

Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 4.3%
Comment: Heat Sensitive (organic): 75.1%; Acid Soluble (inorganic): 20.6%; Inert (Non-asbestos): 4.3%

903-NVH-1039 48	123082071-61	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Location: First Floor - Copy/File Room; Caulk @ Interior Window Frame; 2005 Addition

Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 4.3%
Comment: Heat Sensitive (organic): 75.6%; Acid Soluble (inorganic): 20.1%; Inert (Non-asbestos): 4.3%

904-NVH-1039 49	123082071-62	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Location: First Floor - Copy/File Room; 2' x 4' Speckled Ceiling Tile; 2005 Addition

Analyst Description: Beige, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 43%
Comment: Heat Sensitive (organic): 19.5%; Acid Soluble (inorganic): 37.3%; Inert (Non-asbestos): 43.2%

905-NVH-1039 49	123082071-63	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Location: First Floor - Copy/File Room; 2' x 4' Speckled Ceiling Tile; 2005 Addition

Analyst Description: Beige, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 46%
Comment: Heat Sensitive (organic): 24.6%; Acid Soluble (inorganic): 28.6%; Inert (Non-asbestos): 46.8%

906-NVH-1041 5	123082071-64	***No***	NAD (by NYS ELAP 198.1) by William M. Dunstan on 09/05/23

Location: First Floor -Lobby; Block Wall; 2005 Addition

Analyst Description: Gray, Heterogeneous, Non-Fibrous, Cementitious, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 100%

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
907-NVH-1041 50	123082071-65 **Location:** First Floor -Lobby; Block Wall; 2005 Addition	***No***	NAD (by NYS ELAP 198.1) by William M. Dunstan on 09/05/23

Analyst Description: Gray, Heterogeneous, Non-Fibrous, Cementitious, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 100%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
908-NVH-1041 51	123082071-66 **Location:** First Floor -Lobby; Mortar Of Block Wall; 2005 Addition	***No***	NAD (by NYS ELAP 198.1) by William M. Dunstan on 09/05/23

Analyst Description: Gray, Heterogeneous, Non-Fibrous, Cementitious, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 100%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
909-NVH-1041 51	123082071-67 **Location:** First Floor -Lobby; Mortar Of Block Wall; 2005 Addition	***No***	NAD (by NYS ELAP 198.1) by William M. Dunstan on 09/05/23

Analyst Description: Gray, Heterogeneous, Non-Fibrous, Cementitious, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 100%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
910-NVH-2041 52	123082071-68 **Location:** First Floor -Lobby; Insulation Covering @ Roof Drain; 2005 Addition	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Analyst Description: Silver, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 24%
Comment: Heat Sensitive (organic): 73.2%; Acid Soluble (inorganic): 2.5%; Inert (Non-asbestos): 24.3%

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
911 -NVH-2041 52	123082071-69 **Location:** First Floor -Lobby; Insulation Covering @ Roof Drain; 2005 Addition	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Analyst Description: Silver, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 27%
Comment: Heat Sensitive (organic): 72.6%; Acid Soluble (inorganic): 0.2%; Inert (Non-asbestos): 27.2%

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
912 -NVH-E001 53	123082071-70 **Location:** Exterior-Exteror; Exterior Caulk @ Window Frame And Univent Grill; 2005 Addition	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 4.9% **Comment:** Heat Sensitive (organic): 44.2%; Acid Soluble (inorganic): 50.8%; Inert (Non-asbestos): 4.9%			
913-NVH-E001 53	123082071-71 **Location:** Exterior-Exteror; Exterior Caulk @ Window Frame And Univent Grill; 2005 Addition	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 4.7% **Comment:** Heat Sensitive (organic): 74.0%; Acid Soluble (inorganic): 21.3%; Inert (Non-asbestos): 4.7%			
914-NVH-E001 54	123082071-72 **Location:** Exterior-Exteror; Mortar Of Brick; 2005 Addition	***No***	NAD (by NYS ELAP 198.1) by William M. Dunstan on 09/05/23
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			
915-NVH-E001 54	123082071-73 **Location:** Exterior-Exteror; Mortar Of Brick; 2005 Addition	***No***	NAD (by NYS ELAP 198.1) by William M. Dunstan on 09/05/23
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			
916-NVH-E001 55	123082071-74 **Location:** Exterior-Exteror; Concrete @ Entry Pillars; 1969 Originial Bldg	***No***	NAD (by NYS ELAP 198.1) by William M. Dunstan on 09/05/23
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			

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Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
917-NVH-E001 55	123082071-75	***No***	NAD (by NYS ELAP 198.1) by William M. Dunstan on 09/05/23

Location: Exterior-Exteror; Concrete @ Entry Pillars; 1969 Originial Bldg

Analyst Description: Gray, Heterogeneous, Non-Fibrous, Cementitious, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 100%

918-NVH-E001 56	123082071-76	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Location: Exterior-Exteror; Caulk @ Front Entry Entry Pillars And Sidewalk

Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 11%
Comment: Heat Sensitive (organic): 67.5%; Acid Soluble (inorganic): 21.1%; Inert (Non-asbestos): 11.4%

919-NVH-E001 56	123082071-77	***No***	NAD (NOB by NYS ELAP 198.6) by William M. Dunstan on 09/05/23

Location: Exterior-Exteror; Caulk @ Front Entry Entry Pillars And Sidewalk

Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 12%
Comment: Heat Sensitive (organic): 66.2%; Acid Soluble (inorganic): 20.9%; Inert (Non-asbestos): 12.9%

Reporting Notes:

Analyzed by: William M. Dunstan
Date: 9/5/2023

Reviewed by: Cory M. Parnell

*NAD = no asbestos detected, Detection Limit <1%, Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; "Present" or NVA = "No Visible Asbestos" are observations made during a qualitative analysis; NA = not analyzed; NA/PS = not analyzed / positive stop; PLM Bulk Asbestos Analysis using Meiji, Model MT 6130 microscope, Serial #1410301, by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101904-0) and ELAP PLM Analysis Protocol 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NYSDOH ELAP Lab # 10984); CA ELAP Lab # 2508; Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB 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 New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested.

Client Name: Keystone Material Testing, LLC

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

0100.23222.2.C.1; Pre Renovation Survey - Newark Valley CSD; High School

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	843-NVH-1044	19	0.098	78.7	14.2	7.0	NAD	Chrysotile Trace
Location:	First Floor - Corridor; Painted Burlap @ Trophy Case; 1969 Original Bldg							
02	844-NVH-1044	19	0.104	82.0	10.4	7.5	NAD	Chrysotile Trace
Location:	First Floor - Corridor; Painted Burlap @ Trophy Case; 1969 Original Bldg							
03	845-NVH-1044	20	0.332	54.6	2.9	8.5	Chrysotile 34	NA
Location:	First Floor - Corridor; Mastic Of Burlap Covered Fiberbard; 1969 Original Bldg							
04	846-NVH-1044	20	0.260	53.5	5.0	41.4	NA/PS	NA
Location:	First Floor - Corridor; Mastic Of Burlap Covered Fiberbard; 1969 Original Bldg							
05	847-NVH-1044	21	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Fiberboard; 1969 Original Bldg							
06	848-NVH-1044	21	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Fiberboard; 1969 Original Bldg							
07	849-NVH-1044	22	0.322	40.3	56.5	3.2	NAD	NAD
Location:	First Floor - Corridor; Caulk @ Stone Sill Of Trophy Case; 1969 Original Bldg							
08	850-NVH-1044	22	0.389	40.5	49.4	10.1	NAD	NAD
Location:	First Floor - Corridor; Caulk @ Stone Sill Of Trophy Case; 1969 Original Bldg							
09	851 -NVH-1044	23	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Mortar Of Stone Sill; 1969 Original Bldg							
10	852- -NVH-1044	23	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Mortar Of Stone Sill; 1969 Original Bldg							
11	853-NVH-1044	24	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Tectum Acoustic Panels; 1969 Original Bldg							
12	854-NVH-1044	24	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Tectum Acoustic Panels; 1969 Original Bldg							
13	855-NVH-1044	25	0.317	58.3	5.5	36.1	NAD	NAD
Location:	First Floor - Corridor; Mastic Of tectum Acoustic Panels; 1969 Original Bldg							
14	856-NVH-1044	25	0.153	50.8	12.9	36.4	NAD	NAD
Location:	First Floor - Corridor; Mastic Of tectum Acoustic Panels; 1969 Original Bldg							
15	857-NVH-1044	26	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Wattle Concrete Deck; 1969 Original Bldg							
16	858-NVH-1044	26	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Wattle Concrete Deck; 1969 Original Bldg							

See Reporting notes on last page

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

0100.23222.2.C.1; Pre Renovation Survey - Newark Valley CSD; High School

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	859-NVH-1044	27	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Speaker Gasket (Round Speaker); 1969 Original Bldg							
18	860-NVH-1044	27	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Speaker Gasket (Round Speaker); 1969 Original Bldg							
19	861-NVH-1044	28	0.461	7.4	27.1	65.5	NAD	NAD
Location:	First Floor - Corridor; Sealant Inside Speaker Housing (Round Speaker); 1969 Original Bldg							
20	862-NVH-1044	28	0.269	7.5	23.1	69.4	NAD	NAD
Location:	First Floor - Corridor; Sealant Inside Speaker Housing (Round Speaker); 1969 Original Bldg							
21	863-NVH-1044	29	0.278	70.5	6.2	10.0	Chrysotile 13	NA
Location:	First Floor - Corridor; Acoustic Mastic Inside Speaker Housing (Round Speaker); 1969 Original Bldg							
22	864-NVH-1044	29	0.447	61.0	8.3	30.7	NA/PS	NA
Location:	First Floor - Corridor; Acoustic Mastic Inside Speaker Housing (Round Speaker); 1969 Original Bldg							
23	865-NVH-1044	30	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Cementitious Patching @ Speaker Housing (Round Speaker); 1969 Original Bldg							
24	866-NVH-1044	30	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Cementitious Patching @ Speaker Housing (Round Speaker); 1969 Original Bldg							
25	867-NVH-1044	31	0.296	53.7	22.9	23.4	NAD	NAD
Location:	First Floor - Corridor; Reinforced Jacketing Of Fiberglass Pipe Insulation; 1969 Original Bldg							
26	868-NVH-1044	31	0.235	46.0	12.2	41.8	NAD	NAD
Location:	First Floor - Corridor; Reinforced Jacketing Of Fiberglass Pipe Insulation; 1969 Original Bldg							
27	869-NVH-1044	31	0.163	44.3	4.5	51.2	NAD	NAD
Location:	First Floor - Corridor; Reinforced Jacketing Of Fiberglass Pipe Insulation; 1969 Original Bldg							
28	870-NVH-1044	32	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Fitting Insulation (Heat); 1969 Original Bldg							
29	871 -NVH-1044	32	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Fitting Insulation (Heat); 1969 Original Bldg							
30	872 -NVH-1044	32	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Fitting Insulation (Heat); 1969 Original Bldg							
31	873-NVH-1024	33	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Block Wall; 1969 Original Bldg							
32	874-NVH-1024	33	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Block Wall; 1969 Original Bldg							

See Reporting notes on last page

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

0100.23222.2.C.1; Pre Renovation Survey - Newark Valley CSD; High School

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	875-NVH-1024	34	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Mortar of Block Wall; 1969 Original Bldg							
34	876-NVH-1024	34	----	----	----	----	NAD	NA
Location:	First Floor - Corridor; Mortar of Block Wall; 1969 Original Bldg							
35	877-NVH-1024	35	0.395	45.0	42.7	12.3	Chrysotile <1.	Chrysotile Trace
Location:	First Floor - Corridor; Caulk @ Deck And Block Wall; 1969 Original Bldg							
36	878-NVH-1024	36	0.639	42.3	34.6	23.0	Chrysotile 0.6	Chrysotile Trace
Location:	First Floor - Corridor; Caulk @ Deck And Block Wall; 1969 Original Bldg							
37	879-NVH-1031	37	0.361	73.2	23.1	3.7	NAD	NAD
Location:	First Floor - Multipurpose Rm; Caulk @ Window Frame And Block Wall (Interior); 1969 Original Bldg							
38	880-NVH-1031	37	0.429	73.2	22.9	3.9	NAD	NAD
Location:	First Floor - Multipurpose Rm; Caulk @ Window Frame And Block Wall (Interior); 1969 Original Bldg							
39	881 -NVH-1031	38	0.362	51.4	12.3	36.2	NAD	NAD
Location:	Multipurpose Rm; Window Panel Seal; 1969 Original Bldg							
40	882 -NVH-1031	38	0.268	54.1	13.8	32.1	NAD	NAD
Location:	Multipurpose Rm; Window Panel Seal; 1969 Original Bldg							
41	883-NVH-1031	39	----	----	----	----	NAD	NA
Location:	Multipurpose Rm; Window Panel Insulation; 1969 Original Bldg							
42	884-NVH-1031	39	----	----	----	----	NAD	NA
Location:	Multipurpose Rm; Window Panel Insulation; 1969 Original Bldg							
43	885-NVH-1007	40	0.226	21.2	33.6	45.3	NAD	NAD
Location:	Conference Rm; 2' x 4' Speckled Ceiling Tile (2'x 2' Pattern); 1969 Original Bldg							
44	886-NVH-1007	40	0.247	19.5	31.9	48.5	NAD	NAD
Location:	Conference Rm; 2' x 4' Speckled Ceiling Tile (2'x 2' Pattern); 1969 Original Bldg							
45	887-NVH-1032	41	----	----	----	----	NAD	NA
Location:	AIS Room; Speaker Gasket (Square Speaker); 1969 Original Bldg; 1969 Original Bldg							
46	888-NVH-1032	41	----	----	----	----	NAD	NA
Location:	First Floor -AIS Room; Speaker Gasket (Square Speaker); 1969 Original Bldg; 1969 Original Bldg							
47	889-NVH-1032	42	0.286	59.4	34.6	5.9	NAD	Chrysotile Trace
Location:	First Floor -AIS Room; Vibration Seal (Square Speaker); 1969 Original Bldg							
48	890-NVH-1032	42	0.381	58.2	35.2	6.7	NAD	NAD
Location:	First Floor -AIS Room; Vibration Seal (Square Speaker); 1969 Original Bldg							

See Reporting notes on last page

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

0100.23222.2.C.1; Pre Renovation Survey - Newark Valley CSD; High School

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	891 -NVH-1006	43	0.098	29.4	27.7	42.9	NAD	NAD
Location:	First Floor -Assistant Principal; 2' x 4' Speckled Ceiling Tile; 1969 Original Bldg							
50	892 -NVH-1006	43	0.232	29.9	16.9	53.1	NAD	NAD
Location:	First Floor -Assistant Principal; 2' x 4' Speckled Ceiling Tile; 1969 Original Bldg							
51	893-NVH-1029	44	----	----	----	----	NAD	NA
Location:	First Floor -Kitchen; Speaker Gasket (Square, White, Metal); 1969 Original Bldg							
52	894-NVH-1029	44	----	----	----	----	NAD	NA
Location:	First Floor -Kitchen; Speaker Gasket (Square, White, Metal); 1969 Original Bldg							
53	895-NVH-2001	5	0.512	17.1	22.9	60.0	NAD	NAD
Location:	Second Floor -Corridor; 12" x 12" Floor Tile - Splotched; 1969 Original Bldg							
54	896-NVH-2001	45	0.404	16.2	26.7	57.1	NAD	NAD
Location:	Second Floor -Corridor; 12" x 12" Floor Tile - Splotched; 1969 Original Bldg							
55	897-NVH-2016	46	0.486	37.6	36.7	25.8	NAD	NAD
Location:	Second Floor - Health Class RM; Carpet Mastic; 1969 Original Bldg							
56	898-NVH-2016	46	0.703	28.5	20.8	50.6	NAD	NAD
Location:	Second Floor - Health Class RM; Carpet Mastic; 1969 Original Bldg							
57	899-NVH-20285	47	----	----	----	----	NAD	NA
Location:	Second Floor - Stair; Fitting Insulation @ Roof Drain Line; 1969 Original Bldg							
58	900-NVH-20285	47	----	----	----	----	NAD	NA
Location:	Second Floor - Stair; Fitting Insulation @ Roof Drain Line; 1969 Original Bldg							
59	901 -NVH-20285	47	----	----	----	----	NAD	NA
Location:	Second Floor - Stair; Fitting Insulation @ Roof Drain Line; 1969 Original Bldg							
60	902 -NVH-1039	48	0.303	75.1	20.6	4.3	NAD	NAD
Location:	First Floor - Copy/File Room; Caulk @ Interior Window Frame; 2005 Addition							
61	903-NVH-1039	48	0.403	75.6	20.1	4.3	NAD	NAD
Location:	First Floor - Copy/File Room; Caulk @ Interior Window Frame; 2005 Addition							
62	904-NVH-1039	49	0.238	19.5	37.3	43.2	NAD	NAD
Location:	First Floor - Copy/File Room; 2' x 4' Speckled Ceiling Tile; 2005 Addition							
63	905-NVH-1039	49	0.144	24.6	28.6	46.8	NAD	NAD
Location:	First Floor - Copy/File Room; 2' x 4' Speckled Ceiling Tile; 2005 Addition							
64	906-NVH-1041	5	----	----	----	----	NAD	NA
Location:	First Floor -Lobby; Block Wall; 2005 Addition							

See Reporting notes on last page

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

0100.23222.2.C.1; Pre Renovation Survey - Newark Valley CSD; High School

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	907-NVH-1041	50	----	----	----	----	NAD	NA
Location:	First Floor -Lobby; Block Wall; 2005 Addition							
66	908-NVH-1041	51	----	----	----	----	NAD	NA
Location:	First Floor -Lobby; Mortar Of Block Wall; 2005 Addition							
67	909-NVH-1041	51	----	----	----	----	NAD	NA
Location:	First Floor -Lobby; Mortar Of Block Wall; 2005 Addition							
68	910-NVH-2041	52	0.152	73.2	2.5	24.3	NAD	NAD
Location:	First Floor -Lobby; Insulation Covering @ Roof Drain; 2005 Addition							
69	911 -NVH-2041	52	0.122	72.6	0.2	27.2	NAD	NAD
Location:	First Floor -Lobby; Insulation Covering @ Roof Drain; 2005 Addition							
70	912 -NVH-E001	53	0.343	44.2	50.8	4.9	NAD	NAD
Location:	Exterior-Exteror; Exterior Caulk @ Window Frame And Univent Grill; 2005 Addition							
71	913-NVH-E001	53	0.322	74.0	21.3	4.7	NAD	NAD
Location:	Exterior-Exteror; Exterior Caulk @ Window Frame And Univent Grill; 2005 Addition							
72	914-NVH-E001	54	----	----	----	----	NAD	NA
Location:	Exterior-Exteror; Mortar Of Brick; 2005 Addition							
73	915-NVH-E001	54	----	----	----	----	NAD	NA
Location:	Exterior-Exteror; Mortar Of Brick; 2005 Addition							
74	916-NVH-E001	55	----	----	----	----	NAD	NA
Location:	Exterior-Exteror; Concrete @ Entry Pillars; 1969 Originial Bldg							
75	917-NVH-E001	55	----	----	----	----	NAD	NA
Location:	Exterior-Exteror; Concrete @ Entry Pillars; 1969 Originial Bldg							
76	918-NVH-E001	56	0.791	67.5	21.1	11.4	NAD	NAD
Location:	Exterior-Exteror; Caulk @ Front Entry Entry Pillars And Sidewalk							
77	919-NVH-E001	56	0.604	66.2	20.9	12.9	NAD	NAD
Location:	Exterior-Exteror; Caulk @ Front Entry Entry Pillars And Sidewalk							

See Reporting notes on last page

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

0100.23222.2.C.1; Pre Renovation Survey - Newark Valley CSD; High School

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: Cory M. Parnell

Date: 9/6/2023

Reviewed by: Cory M. Parnell

Semi-Quantitative Analysis: NAD = no asbestos detected; NA = not analyzed; NA/PS = not analyzed due to positive stop; Trace = <1%; PLM analysis by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101904-0) or NY ELAP 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab # 10984); TEM prep by EPA 600/R-93/116 Section 2.3 (analysis by Section 2.5, not covered by NVLAP Bulk accreditation); or NY ELAP 198.4 for New York NOB samples (NY ELAP Lab # 10984). Analysis using Jeol, Model JEM-100CX II microscope, Serial #156147-247. ** Warning Notes: Consider PLM fiber diameter 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, soils or other heterogeneous materials for which a combination PLM/TEM evaluation is recommended; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only.

123082071

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ASBESTOS ANALYSIS
CHAIN OF CUSTODY

Lab Address:
AmeriSci New York
117 East 30th Street
New York, New York 10016
NVLAP #200546-0/ELAP #11480
Ph. (212) 679 8600

KES PROJECT #: 0100.23222.2.C.1 | CLIENT: KEYSTONE ASSOCIATES

Project Description: PRE Renovation Survey - Newark Valley CSD

Project Location: High School

Turn Around Time (TAT) CIRCLE ONE
RUSH | 2 HR. 24 HR. 48 HR. 3 DAY (5 DAY)

Collected By: C. MEYER | Date: 8/25/23

Sample Location: B – Basement; 1- First Floor; 2- Second Floor; 3- Third Floor; A – Attic; R- Roof; E – Exterior

Material Description: F – Floor Tile; L – Linoleum; M – Mastic; PB – Plaster Base; PS – Plaster Skim; SR – Sheetrock; PI – Pipe Insulation; I - Insulation; JC – Joint Compound; WP – Wallpaper; WI – Wiring; P - Parging; V - Vermiculite; PI – Pipe Insulation; DI – Duct Insulation; CT – Ceiling Tile; R - Roofing; W - Window; D - Door; S - Siding; FC – Flue Cement; V – Vermiculite

Sample Id#	HA	Sample Location	Color	Material Description	Material Type (T,S,M)	PLM Friable ELAP 198.1	PLM NOB ELAP 198.6	TEM NOB ELAP 198.4
843-NVH-1044	19	1- Corridor	Red	Painted burlap @ Trophy Case 1969 original Bldg.	M	X	X	X
844-NVH-1044	19	1-	Red	Painted burlap @ Trophy Case	M	X	X	X
845-NVH-1044	20	1-	Brown	MASTIC of burlap Covered Fiberboard	M	X	X	X
846-NVH-1044	20	1-	Brown	MASTIC of burlap Covered Fiberboard	M	X	X	X
847-NVH-1044	21	1-	Grey	Fiberboard	M	X		
848-NVH-1044	21	1-	Grey	Fiberboard	M	X		
849-NVH-1044	22	1-	Grey	CAULK @ Stone Sill of Trophy Case	M	X	X	X
850-NVH-1044	22	1-	Grey	CAULK @ Stone Sill of Trophy Case	M	X	X	X
851-NVH-1044	23	1-	Grey	Mortar of Stone Sill	M	X		
852-NVH-1044	23	1-	Grey	Mortar of Stone Sill	M	X		
853-NVH-1044	24	1-	White	Tectum Acoustic Panels	M	X		
854-NVH-1044	24	1-	White	Tectum Acoustic Panels	M	X		
855-NVH-1044	25	1-	Yellow	MASTIC of Tectum Acoustic Panels	M	X	X	X
856-NVH-1044	25	1-	Yellow	MASTIC of Tectum Acoustic Panels	M	X	X	X
857-NVH-1044	26	1-	Grey	Waffle Concrete deck	M	X		

COMMENTS: Positive STOP for all the same HA's

Received
AUG 28 2023

Released By: C. Meyer Date: 8/25/23

Received By: TM Date:

Send Electronic Copies To: tmarble@kecompanies.com, adean@kecompanies.com, kespe@keyscomp.com, rtarnowski@kecompanies.com, rtarnowski@kecompanies.com, gmeyer@kecompanies.com

123082071

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ASBESTOS ANALYSIS
CHAIN OF CUSTODY

Lab Address:
AmeriSci New York
117 East 30th Street
New York, New York 10016
NVLAP #200546-0/ELAP #11480
Ph. (212) 679 8600

KES PROJECT #: 0100.23222.2.C.1 | **CLIENT:** KEYSTONE ASSOCIATES

Project Description: PRE Renovation Survey - Newark Valley CSD

Project Location: High School

Turn Around Time (TAT) CIRCLE ONE
RUSH 12 HR. 24 HR. 48 HR. 3 DAY (5 DAY)

Collected By: G. MEYER | **Date:** 8/25/23

Sample Location: B – Basement; 1- First Floor; 2- Second Floor; 3- Third Floor; A – Attic; R- Roof; E – Exterior

Material Description: F – Floor Tile; L – Linoleum; M – Mastic; PB – Plaster Base; PS – Plaster Skim; SR – Sheetrock; PI – Pipe Insulation; I - Insulation; JC – Joint Compound; WP – Wallpaper; WI – Wiring; P - Parging; V - Vermiculite; PI – Pipe Insulation; DI – Duct Insulation; CT – Ceiling Tile; R - Roofing; W - Window; D - Door; S - Siding; FC – Flue Cement; V – Vermiculite

Sample Id#	HA	Sample Location	Color	Material Description	Material Type (T,S,M)	PLM Friable ELAP 198.1	PLM NOB ELAP 198.6	TEM NOB ELAP 198.4
858-NVH-1044	26	1- Corridor	Grey	Marble Concrete deck 1969 original Bldg.	M	X		
859-NVH-1044	27	1-	Black	Speaker Gasket (Round Speaker)	M	X		
860-NVH-1044	27	1-	Black	Speaker Gasket (Round Speaker)	M	X		
861-NVH-1044	28	1-	White	Sealant inside Speaker housing (Round Speaker)	M	X	X	X
862-NVH-1044	28	1-	White	Sealant inside Speaker housing	M	X	X	X
863-NVH-1044	29	1-	Black	Acoustic mastic inside Speaker housing (Round Speaker)	M	X	X	X
864-NVH-1044	29	1-	Black	Acoustic mastic inside Speaker housing	M	X	X	X
865-NVH-1044	30	1-	Grey	Cementitious Patching @ Speaker housing	M	X		
866-NVH-1044	30	1-	Grey	Cementitious Patching @ Speaker housing	M	X		
867-NVH-1044	31	1-	Tan Silver	Reinforced Jacketing of Fiberglass Pipe insulation	T	X	X	X
868-NVH-1044	31	1-	Tan Silver	Reinforced Jacketing of Fiberglass Pipe insulation	T	X	X	X
869-NVH-1044	31	1-	Tan Silver	Reinforced Jacketing of Fiberglass Pipe insulation	T	X	X	X
870-NVH-1044	32	1-	Grey	Fitting insulation (Heat)	T	X		
871-NVH-1044	32	1-	Grey	Fitting insulation (Heat)	T	X		
872-NVH-1044	32	1-	Grey	Fitting insulation (Heat)	T	X		

Received AUG 28 2023

COMMENTS: Positive STOP for all the same HA's

Released By: [signature] Date: 8/25/23

Received By: [signature] Date:

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123082071

Keystone Environmental Services
58 Exchange Street
Binghamton, New York 13901
Ph. (607) 723-5117
Fax. (607) 729-5154

ASBESTOS ANALYSIS
CHAIN OF CUSTODY

Lab Address:
AmeriSci New York
117 East 30th Street
New York, New York 10016
NVLAP #200546-0/ELAP #11480
Ph. (212) 679 8600

KES PROJECT #: 0100.23222.2.C.1 | **CLIENT:** KEYSTONE ASSOCIATES

Project Description: PRE RENOVATION SURVEY - NEWARK VALLEY CSD

Project Location: High School

Turn Around Time (TAT) CIRCLE ONE
RUSH 12 HR. 24 HR. 48 HR. 3 DAY (5 DAY)

Collected By: G. MEYER | **Date:** 8/25/23

Sample Location: B – Basement; 1 - First Floor; 2- Second Floor; 3- Third Floor; A – Attic; R- Roof; E – Exterior

Material Description: F – Floor Tile; L – Linoleum; M – Mastic; PB – Plaster Base; PS – Plaster Skim; SR – Sheetrock; PI – Pipe Insulation; I - Insulation; JC – Joint Compound; WP – Wallpaper; WI – Wiring; P - Parging; V - Vermiculite; PI – Pipe Insulation; DI – Duct Insulation; CT – Ceiling Tile; R - Roofing; W - Window; D - Door; S - Siding; FC – Flue Cement; V – Vermiculite

Sample Id#	HA	Sample Location:	Color	Material Description:	Material Type (T,S,M)	PLM Friable ELAP 198.1	PLM NOB ELAP 198.6	TEM NOB ELAP 198.4
873-NVH-1024	33	1- Corridor	Grey	Block Wall 1969 Original Bldg.	M	X		
874-NVH-1024	33	1-	Grey	Block Wall	M	X		
875-NVH-1024	34	1-	Grey	Mortar of block wall	M	X		
876-NVH-1024	34	1-	Grey	Mortar of block wall	M	X		
877-NVH-1024	35	1-	Grey	Caulk @ deck and block wall	M	X	X	X
878-NVH-1024	36	1-	Grey	Caulk @ deck and block wall	M	X	X	X
879-NVH-1031	37	1- multipurpose Rm	Brown	Caulk @ window frame and block wall (interior)	M	X	X	X
880-NVH-1031	37	1-	Brown	Caulk @ window frame and block wall (interior)	M	X	X	X
881-NVH-1031	38		Black	Window Panel Seal	M	X	X	X
882-NVH-1031	38		Black	Window Panel Seal	M	X	X	X
883-NVH-1031	39		Brown	Window Panel insulation	M	X		
884-NVH-1031	39		Brown	Window Panel insulation	M	X		
885-NVH-1007	40	Conference Rm	White	2'x4' Speckled Ceiling Tile (2'x2' pattern)	M	X	X	X
886-NVH-1007	40		White	2'x4' Speckled Ceiling Tile (2'x2' pattern)	M	X	X	X
887-NVH-1032	41	AIS Room	Black	Speaker Gasket (Square Speaker)	M	X		

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COMMENTS: Positive STOP for all the same HA's

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KES PROJECT #: 0100.23222.2.C.1 | **CLIENT:** KEYSTONE ASSOCIATES

Project Description: PRE Renovation Survey - Newark Valley CSD

Project Location: High School

Turn Around Time (TAT) CIRCLE ONE
RUSH 12 HR. 24 HR. 48 HR. 3 DAY (5 DAY)

Collected By: C. MEYER | **Date:** 8/25/23

Sample Location: B – Basement; 1 - First Floor; 2- Second Floor; 3- Third Floor; A – Attic; R- Roof; E – Exterior

Material Description: F – Floor Tile; L – Linoleum; M – Mastic; PB – Plaster Base; PS – Plaster Skim; SR – Sheetrock; PI – Pipe Insulation; I - Insulation; JC – Joint Compound; WP – Wallpaper; WI – Wiring; P - Parging; V - Vermiculite; PI – Pipe Insulation; DI – Duct Insulation; CT – Ceiling Tile; R - Roofing; W - Window; D - Door; S - Siding; FC – Flue Cement; V – Vermiculite

Sample Id#	HA	Sample Location	Color	Material Description	Material Type (T,S,M)	PLM Friable ELAP 198.1	PLM NOB ELAP 198.6	TEM NOB ELAP 198.4
888-NVH-1032	41	1 - AIS Room	Black	Speaker Gasket (Square Speaker) 1969 Original Bldg.	M	X		
889-NVH-1032	42	1 -	Black	Vibration Seal (Square Speaker)	M	X	X	X
890-NVH-1032	42	1 -	Black	Vibration Seal	M	X	X	X
891-NVH-1006	43	1 - Assistant Principal	White	2'x4' Speckled Ceiling Tile	M	X	X	X
892-NVH-1006	43	1 -	White	2'x4' Speckled Ceiling Tile	M	X	X	X
893-NVH-1029	44	1 - Kitchen	Black	Speaker Gasket (Square, White, Metal)	M	X	X	X
894-NVH-1029	44	1 -	Black	Speaker Gasket (Square, White, Metal)	M	X		
895-NVH-2001	45	2 - Corridor	Cream	12"x12" Floor Tile - Splotched	M	X	X	X
896-NVH-2001	45	2 -	Cream	12"x12" Floor Tile - Splotched	M	X	X	X
897-NVH-2016	46	2 - Health Classrm	Blue Yellow	Carpet Mastic	M	X	X	X
898-NVH-2016	46	2 -	Blue Yellow	Carpet Mastic	M	X	X	X
899-NVH-2028S	47	2 - Stair	Grey	Fitting Insulation @ Roof drain line	T	X		
900-NVH-2028S	47	2 -	Grey	Fitting Insulation @ Roof drain line	T	X		
901-NVH-2028S	47	2 -	Grey	Fitting Insulation @ Roof drain line	T	X		
902-NVH-1034	48	1 - Copy/File Room	Brown	Caulk @ Interior Window Frame 2005 Addition	M	X	X	X

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Material Description: F – Floor Tile; L – Linoleum; M – Mastic; PB – Plaster Base; PS – Plaster Skim; SR – Sheetrock; PI – Pipe Insulation; I - Insulation; JC – Joint Compound; WP – Wallpaper; WI – Wiring; P - Parging; V - Vermiculite; PI – Pipe Insulation; DI – Duct Insulation; CT – Ceiling Tile; R - Roofing; W - Window; D - Door; S - Siding; FC – Flue Cement; V – Vermiculite

Sample Id#	HA	Sample Location	Color	Material Description	Material Type (T,S,M)	PLM Friable ELAP 198.1	PLM NOB ELAP 198.6	TEM NOB ELAP 198.4
903-NVH-1039	48	1- Copy/File Room	Brown	Caulk @ interior window frame	M	X	X	X
904-NVH-1039	49	1-	White	2'x4' Speckled Ceiling Tile	M	X	X	X
905-NVH-1039	49	1-	White	2'x4' Speckled Ceiling Tile	M	X	X	X
906-NVH-1041	50	1- Lobby	Grey	Block Wall	M	X		
907-NVH-1041	50	1-	Grey	Block Wall	M	X		
908-NVH-1041	51	1-	Grey	Mortar of block wall	M	X		
909-NVH-1041	51	1-	Grey	Mortar of block wall	M	X		
910-NVH-2041	52	2-	Silver	Insulation Covering @ Roof drain	M	X	X	X
911-NVH-2041	52	2-	Silver	Insulation Covering @ Roof drain	M	X	X	X
912-NVH-E001	53	E- Exterior	Black	Exterior Caulk @ Window Frame and Louvent Grill	M	X	X	X
913-NVH-E001	53	E-	Black	Exterior Caulk @ Window Frame and Louvent Grill	M	X	X	X
914-NVH-E001	54	E-	Grey	Mortar of Brick	M	X		
915-NVH-E001	54	E-	Grey	Mortar of Brick	M	X		
916-NVH-E001	55	E-	Grey	Concrete @ Entry Pillars	M	X		
917-NVH-E001	55	E	Grey	Concrete @ Entry Pillars	M	X		

2005 Addition

1969 Original Bldg.

COMMENTS: Positive STOP for all the same HA's

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Ph. (212) 679-8600

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Material Description: F – Floor Tile; L – Linoleum; M – Mastic; PB – Plaster Base; PS – Plaster Skim; SR – Sheetrock; PI – Pipe Insulation; I - Insulation; JC – Joint Compound; WP – Wallpaper; WI – Wiring; P - Parging; V - Vermiculite; PI – Pipe Insulation; DI – Duct Insulation; CT – Ceiling Tile; R - Roofing; W - Window; D - Door; S - Siding; FC – Flue Cement; V – Vermiculite

Sample Id#	HA	Sample Location	Color	Material Description	Material Type (T,S,M)	PLM Friable ELAP 198.1	PLM NOB ELAP 198.6	TEM NOB ELAP 198.4
918-NVH-E001	56	E- Exterior	light Grey	Caulk @ Front Entry Pillars and Sidewalk	M	X	X	X
919-NVH-E001	56	E-	light Grey	Caulk @ Front Entry Pillars and Sidewalk	M	X	X	X

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APPENDIX D
INSPECTOR/LABORATORY LICENSES AND 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

Keystone Material Testing, L.L.C. dba Enviro Testing
58 Exchange St., Binghamton, NY, 13901

License Number: 57448
License Class: RESTRICTED
Date of Issue: 01/26/2023
Expiration Date: 02/29/2024
Duly Authorized Representative: Richard J Tarnowski

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

KEYSTONE
ENVIRONMENTAL SERVICES

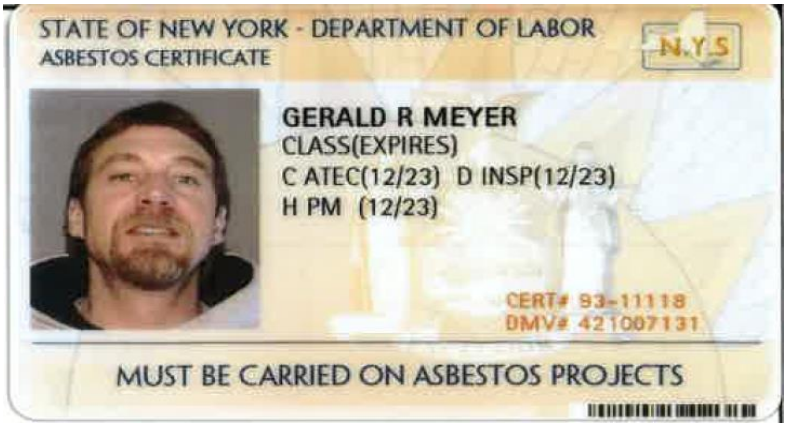
NEW YORK STATE CERTIFICATION

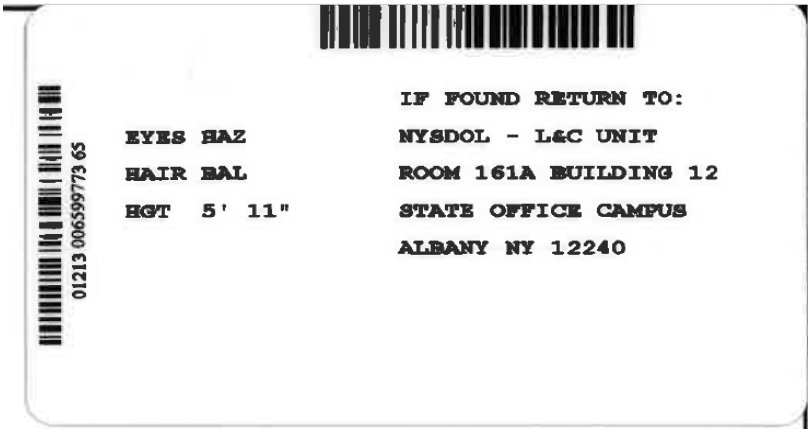
AIR SAMPLE TECHNICIAN

ASBESTOS PROJECT MONITOR

ASBESTOS INSPECTOR

ASBESTOS PROJECT DESIGNER





NEW YORK STATE OF OPPORTUNITY. Department of Health

KATHY HOCHUL
Governor

JAMES V. McDONALD, M.D., M.P.H.
Acting Commissioner

MEGAN E. BALDWIN
Acting Executive Deputy Commissioner

LAB ID: 11480

March 30, 2023

MS. KAROL H. LU
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

Certificate Expiration Date:
April 01, 2024

Dear Ms. Lu,

Enclosed are certificate(s) of approval issued to your environmental laboratory for the current permit year. The certificate(s) supersede(s) any previously issued one(s) and is(are) in effect through the expiration date listed. Please carefully examine the certificate(s) to insure that the categories, subcategories, analytes, and methods for which your laboratory is approved are correct. In addition, verify that your laboratory's name, address, lead technical director, and identification number are accurate.

Pursuant to NYCRR Subpart 55-2.2, original certificates must be posted conspicuously in the laboratory and copies shall be made available to any client of the laboratory upon request.

Pursuant to NYCRR Subpart 55-2.6, any misrepresentation of the fields of accreditation (category - method - analyte) for which your laboratory is approved may result in denial, suspension, or revocation of your certification. Any use of the Environmental Laboratory Approval Program (ELAP) or National Environmental Laboratory Accreditation Program (NELAP) name, reference to the laboratory's approval status, and/or using the NELAP logo in any catalogs, advertising, business solicitations, proposals, quotations, laboratory analytical reports, or other materials must include the laboratory's ELAP identification number and distinguish between testing for which the laboratory is approved and testing for which the laboratory is not approved.

If you have any questions, please contact us at the Environmental Laboratory Approval Program, Wadsworth Center, New York State Department of Health, Empire State Plaza, Albany NY, 12237; by phone at (518) 485-5570; by facsimile at (518) 485-5568; and by email at elap@health.ny.gov.

Sincerely,

Amy J. Steuerwald

Amy J. Steuerwald, Ph.D.
Director, Environmental Laboratory Approval Program

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2022
Revised March 30, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

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

MS. KAROL H. LU
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES POTABLE WATER
All approved analytes are listed below:

Miscellaneous

Asbestos	EPA 100.2

Serial No.: 66401

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

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

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MS. KAROL H. LU
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

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

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

Serial No.: 66402

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NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2022
Revised March 30, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

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MS. KAROL H. LU *NY Lab Id No: 11480*
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

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

Miscellaneous

Asbestos	40 CFR 763 APX A No. III
	YAMATE,AGARWAL GIBB
	NIOSH 7402
Fibers	NIOSH 7400 A RULES

Serial No.: 66403

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LIMITED PRE-RENOVATION SURVEY FOR ASBESTOS CONTAINING MATERIALS

2016 CAPITAL PROJECT
NEWARK VALLEY HIGH SCHOOL
68 WILSON CREEK ROAD
NEWARK VALLEY, NY 13811



MARCH 2016
KES PROJECT No. 0514.06016

Prepared For:
Mr. Gary Hoskins
Newark Valley Central School District
68 Wilson Creek Road
Newark Valley, NY 13811

Prepared By:
KEYSTONE ENVIRONMENTAL SERVICES

58 Exchange Street, Binghamton, New York 13901 (607) 723-5117
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7.0 CERTIFICATION STATEMENT 10

APPENDICES

APPENDIX A Asbestos Bulk Sample Result Summary Table and Asbestos Sample Location Drawing(s)

APPENDIX B Asbestos Bulk Sampling Laboratory Analytical Results

APPENDIX C Identification and Assessment Methods of ACM, Assessed Building Materials and Estimated Quantities

APPENDIX D Inspector/Laboratory Licenses and Certifications

1.0 EXECUTIVE SUMMARY

Keystone Environmental Services (KES) was retained by Mr. Gary Hoskins of Newark Valley Central School District to perform a Limited Pre-Renovation Survey for Asbestos Containing Materials (ACM) as part of the Newark Valley Central School District 2016 Capital Projects for the Newark Valley High School located at 68 Wilson Creek Road, Newark Valley, NY. The purpose of this survey is to identify and assess with due diligence, the locations, quantities, friability, and condition of ACM that will be disturbed during renovation of the High School. Building components scheduled to be disturbed during this Limited Pre-Renovation Survey have been identified as homogenous materials as described in Report Section 4.0 "Identification and Assessment Methods of ACM" and listed in Appendix A. All other building components that were not identified and/or sampled are required to be presumed as asbestos containing (PACM) unless confirmed negative by bulk sampling.

Each area of the high school was thoroughly inspected by visual means to identify potential ACM. KES collected 18 bulk samples representing 9 types of homogeneous suspect ACM. The Asbestos Bulk Sample Results Summary Table and Asbestos Sample Location Drawing(s) are contained in Appendix A. Asbestos Bulk Sampling Laboratory Analytical Results are contained in Appendix B. Identification and Assessment Methods of ACM, Assessed Building Materials and Estimated ACM Quantities are identified in Appendix C.

The following materials that were sampled by KES during this survey and tested negative for asbestos were: Carpet mastic (H132), Door lite glaze (H132), Joint compound (H200), Brick mortar (exterior), Sheetrock (H200), Window sealant (exterior), metal louver sealant (univent) and expansion joint sealant.

The material identified below was found to contain asbestos in concentrations greater than 1% and is considered ACM:

Material Location	Material Description	Estimated Quantity
Office (H132)	Chalkboard/Tackboard mastic	3 Units

Note: Roofs are stone ballasted EPDM and modified bituminous (not original) and have not been tested. Modified bituminous system can be scheduled for testing once the owner schedules its certified roofing contractor for cut and patch.

The above noted ACM totals are less than 160 square feet and any abatement work to address the ACM is considered a small asbestos project.

Upon renovation of the Newark Valley High School, a competent person should supervise the work in the event hidden or inaccessible ACM is discovered. If hidden or inaccessible ACM is found the work shall stop and the ACM shall be removed by a licensed contractor using certified workers before proceeding with the renovation project.

This report has been prepared exclusively for the use of the Client, and no other parties are entitled to rely upon this report unless our express written consent is first obtained. This report is based solely on materials sampled and listed in Appendix A, "Asbestos Bulk Sample Results Summary Table and Asbestos Sample Location Drawing(s)" and should not be construed as Asbestos Abatement Project Design. Before requesting bids for asbestos abatement of materials identified in this report, the Owner or Client is strongly encouraged to contract with a licensed/certified project design consultant. Asbestos quantities are estimated within this report and asbestos abatement contractors are solely responsible for verifying all quantities.

2.0 GENERAL ASBESTOS SURVEY INFORMATION

2.1 Survey Description

1) Building Name/Address: Newark Valley High School
68 Wilson Creek Road
Newark Valley, NY 13811

2) Owner's Name/Address: Newark Valley Central School District
68 Wilson Creek Road
Newark Valley, NY 13811

3) Owner's Agent: Mr. Gary Hoskins

4) Survey Performed By: Keystone Environmental Services
58 Exchange Street
Binghamton, New York 13901
NYSDOL Asbestos License No. 57448

5) Certified Inspector(s): Brian Aylward, NYSDOL #: 97-21594

6) Date of Survey: March 25, 2016

7) Laboratory: AmeriSci Richmond

2.2 Building Description

Identified below is a general description of the structure inspected as part of this limited pre-renovation survey for asbestos containing materials:

Structure Type:	School
Building Floor Levels	2, Basement
Superstructure:	Concrete Masonry Block
Foundation:	Concrete
Roofing:	EPDM, Built Up
Exterior Surfaces:	Brick
General Condition of Structure:	Good condition
Interior Floors:	Tile, Carpet, Concrete
Interior Walls:	Drywall, Joint Compound, Concrete
Interior Ceilings:	Drywall, Joint Compound, Tiles, Concrete
Heating System:	Gas univents
Windows:	Aluminum, Caulk, Glazing
Doors:	Wood, Aluminum, Caulk, Glazing
Insulation:	Spray-on, Fiberglass
Out Buildings:	Not Included in Survey

The high school is a two story concrete and concrete block structure that was constructed in 1971. A majority of the structure is slab on grade construction with the exception of a small basement area which contains a boiler room, storage area and boys and girls locker rooms.

3.0 ASBESTOS SURVEY, SAMPLING PROCEDURES AND METHODS

3.1 General Procedure

Keystone Environmental Services sampling strategy was developed after reviewing previous NVCSD asbestos sampling reports and the NVCSD's AHERA Management Plan. This asbestos inspection was completed in accordance with the requirements outlined in the New York State Department of Labor (NYSDOL) Asbestos Regulation 12 New York Codes, Rules and Regulations (NYCRR) Part 56 and pertinent sections of Occupational Safety and Health Administration (OSHA) 1926.1101(k)(5). Bulk samples of suspect ACM were collected and sent to a laboratory certified by the Environmental Laboratory Accreditation Program (ELAP) for analysis by Polarized Light Microscopy (PLM) and Transmission Electron Microscopy (TEM) as required. Non-Friable Organically Bound (NOB) materials were analyzed in accordance with New York State Department of Health (NYSDOH) ELAP Methods 198.1, 198.4 and 198.6. Analysis of Spray on Fireproofing shall be performed by Polarized Light Microscopy (PLM) NYS ELAP 198.8 initially by segment 1 (chrysotile prep and analysis), segment 2 (chrysotile plus amphiboles preparation), then full analysis and prep (chrysotile and amphiboles). If loose vermiculite is present, it will be presumed ACM for report purposes in accordance with NYS DOH requirements.

This inspection was performed by Brian Aylward on March 25, 2016. Copies of the inspector's credentials are contained in Appendix D. Bulk sample analysis was performed

by AmeriSci Richmond, an independent laboratory approved/accredited by the NYS Department of Health (DOH), the American Industrial Hygiene Association (AIHA), and the National Voluntary Laboratory Accreditation Program (NVLAP). See Appendix D for laboratory certifications. Building/structure plans, specifications or previous reports were available for review as part of this sampling survey.

As part of this survey, KES targeted suspect ACMs for the identification by (1) a review of pertinent building plans and other records, where available, and (2) by the sampling of suspect materials for certified laboratory analysis.

The following list (excerpted from 12NYCRR Part 56-5) is not inclusive of all types of ACM but summarizes typical ACMs and suspect materials in buildings:

Typical ACMs / Suspect Materials	
Surfacing Treatments:	
• Fireproofing	• Finish plasters
• Acoustical plaster	• Skim coats of joint compound
Thermal System Insulation:	
• Equipment insulation	• Cement or mortar used for boilers and refractory brick
• Boiler breeching, rope, duct, or tank insulation	• Piping and fitting insulations
Roofing and Siding Miscellaneous Materials:	
• Insulation board	• Cementitious board (transite)
• Vapor barriers	• Flashing
• Coatings	• Shingles
• Non-metallic or non-wood roof decking	• Galbestos
• Felts	
Other Miscellaneous Materials:	
• Dust and debris	• Fire blankets
• Floor tile	• Fire doors
• Cove base	• Brakes and clutches
• Floor leveler compound	• Mastics, adhesives, and glues
• Ceiling tile	• Caulks
• Vermiculite insulation	• Sheet flooring (linoleum)
• Gaskets, seals, sealants	• Wallpaper
• Vibration isolators	• Drywall
• Laboratory tables and hoods	• Plasterboard
• Chalkboards	• Spackling/joint compound
• Pipe penetration packing/firestopping materials	• Textured paint
• Cementitious board	• Grout
• Electrical wire insulation	• Glazing compound
• Fire curtains	• Terrazzo

3.2 Sampling Protocol

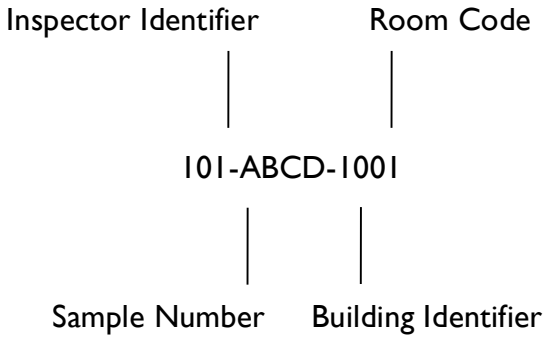
Identified below is the general sampling protocol under which KES' inspection reports/surveys are prepared:

3.2.1 Assuming ACM: Based on the quantities, types, and different homogeneous areas, friable and non-friable materials may be assumed positive for asbestos based on our experience.

3.2.2 Testing for ACM: All suspect materials will have a minimum of one (1) bulk sample analyzed for materials that test positive for asbestos, two (2) bulk samples analyzed for materials that test negative for asbestos, or the material will be assumed positive for asbestos.

3.2.3 Collection of Suspect Materials: Samples are placed in new airtight bags and the samples are double bagged and placed in a sealed container before shipment to the laboratory.

3.2.4 Sample Labeling: Each sample is labeled in a manner that identifies the inspector, the sample number, building identifier, and the room code where the sample was taken. The example given below is representative of the system used for KES' reports:



3.3 Limitations

It is the belief of KES inspectors that this survey was comprehensive in nature and the following limitations apply to this survey:

3.3.1 Only accessible areas within a structure are inspected for ACM. Additional possible ACM may be discovered behind and within walls, above non-accessible ceilings, under floors, within pipe chases, etc. and should be considered as ACM unless sampling/testing shows the material is non-asbestos containing.

3.3.2 This Limited Pre-Renovation Survey for Asbestos Containing Materials should not be construed to be an Asbestos Abatement Project Design.

3.3.3 ACM quantities identified within KES' reports are estimates only and should be verified by an asbestos abatement contractor(s).

4.0 IDENTIFICATION AND ASSESSMENT METHODS OF ACM

KES' survey consists of the examination of readily accessible suspect materials per the survey description/request of our client and in accordance with 12 NYCRR Part 56-5.

The structure was visually inspected to identify potential ACMs. The inspector identified homogenous areas which are surfacing materials, thermal system insulation or miscellaneous materials that are uniform in color and/or texture, The inspector also assessed each suspect material to determine whether the material was friable or non-friable. Quantities and conditions of suspect ACMs were recorded at the time of the survey. Quantities and conditions of suspect ACMs can change and the Abatement Contractors are solely responsible for assessing each suspect material and all quantities. Abatement Contractors are responsible for determining the material assessment based on their own work practices, means and methods, and specific abatement work plan.

The KES Sample Results Summary Table and Asbestos Sample Location Drawing(s) are contained in Appendix A. Lab Analysis Results are contained in Appendix B. Identification and Assessment Methods of ACM, Assessed Building Materials and Estimated ACM Quantities are identified in Appendix C.

5.0 TRANSMITTAL OF SURVEY INFORMATION

In accordance with 12 NYCRR Part 56 the transmittal of this asbestos survey shall be as follows:

Transmittal of Building/Structure Asbestos Survey Information. One (1) copy of the results of the building/structure asbestos survey shall be immediately transmitted by the building/structure owner as follows:

1. One (1) copy of the completed asbestos survey shall be sent by the owner or their agent to the local government entity charged with issuing a permit for such demolition, renovation, remodeling, or repair work under applicable State or local laws.

2. The completed asbestos survey for controlled demolition (as per Subpart 56-11.5) or pre-demolition asbestos projects shall also be submitted to the appropriate Asbestos Control Bureau district office.

3. The completed asbestos survey shall be kept on the construction site with the asbestos notification and variance, if required, throughout the duration of the asbestos project and any associated demolition, renovation, remodeling, or repair project.

Removal Required. If the building/structure asbestos survey finds that the portion of the building/structure to be demolished, renovated, remodeled, or have repair work contains ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material, which is impacted by the work, the owner or the owner's agent shall conduct, or cause to have conducted, asbestos removal performed by a licensed asbestos abatement contractor in conformance with all standards set forth in this Part. All ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material impacted by the demolition, renovation, remodeling, or repair project shall be removed as per this Part, prior to access or disturbance by other uncertified trades or personnel. No demolition, renovation, remodeling, or repair work shall be commenced by any

owner or the owner's agent prior to the completion of the asbestos abatement in accordance with the notification requirements of this Part. For multi-phased work, the access restriction for uncertified trades or personnel applies to each intermediate portion of the entire project. Upon completion of the intermediate portion of the asbestos project, other trades or personnel may access that portion of the work site. For being structurally unsound, the demolition is considered an asbestos project and shall proceed as per Section 56-11.5.

STATE GOVERNMENT ENTITY

Asbestos Control Bureau District Office
450 S. Salina Street
Syracuse, New York 13202
Phone: (315) 479-3215
Fax: (315) 479-3451

LOCAL GOVERNMENT ENTITY

Construction and Code Enforcement
Town of Newark Valley
109 Whig Street
Newark Valley, New York 13811
Phone: (607) 642-3617

6.0 ASBESTOS ABATEMENT GENERAL NOTES

KES is licensed and certified to provide asbestos abatement project design, site specific variance, and project monitoring/air sampling. The asbestos design can be stand alone and/or be incorporated into the Owners, Architect, and Engineers specifications.

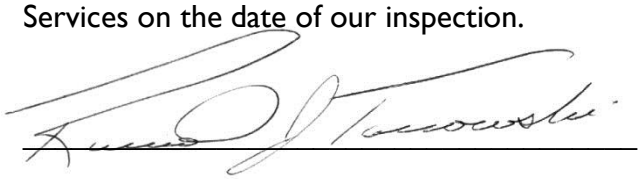
If the asbestos survey finds that asbestos is present, KES can recommend licensed abatement contractors, provide estimated abatement budgets, and estimated costs for project monitoring/air sampling once a construction schedule has been established.

Bids may be advertised and contracts awarded for demolition, remodeling, renovation, or repair work, but no work on the current intermediate portion of the project shall commence on the demolition, remodeling, renovation, or repair work by any owner or agent prior to completion of all necessary asbestos abatement work in accordance with 12 NYCRR Part 56.

7.0 CERTIFICATION STATEMENT

This report has been prepared exclusively for the use of the Owner and/or Client and is intended to meet the requirements of the New York State Department of Labor Industrial Code Rule 56 (ICR 56). No other parties are entitled to rely upon this report unless the express written consent of Keystone Environmental Services is first obtained.

The reported analysis, opinions and conclusions are based on our scope of work and reviews of applicable historical, regulatory and site specific information available to Keystone Environmental Services on the date of our inspection.



Richard J. Tarnowski, CEP, CEI
Member/Director of Environmental Services
NYSDOL Asbestos Certification No. 92-17859

APPENDIX A – ASBESTOS BULK SAMPLE RESULTS SUMMARY TABLE AND ASBESTOS SAMPLE LOCATION DRAWING(S)

Asbestos Bulk Sampling Results Summary Table

Sample Number	HA	Sample Location	Color	Material Description	Material Type (T, S, M)	Analysis Results % Asbestos	ACM Y/N
701-NVH-1001	1	Office – 1st Floor	YEL	Carpet mastic	M	NAD	N
702-NVH-1001	1	Office – 1st Floor	YEL	Carpet mastic	M	TRACE	N
703-NVH-1001	**2**	**Office – 1st Floor**	**GRY**	**Chalkboard mastic**	**M**	**3.2**	**Y**
704-NVH-1001	**2**	**Office – 1st Floor**	**GRY**	**Chalkboard mastic**	**M**	**NA**	**Y**
705-NVH-1001	3	Office – 1st Floor	BLK	Door lite glaze	M	NAD	N
706-NVH-1001	3	Office – 1st Floor	BLK	Door lite glaze	M	NAD	N
707-NVH-2001	4	Hallway– 2nd Floor	WH	Joint compound – above fire doors	M	NAD	N
708-NVH-2001	4	Hallway– 2nd Floor	WH	Joint compound – above fire doors	M	NAD	N
709-NVH-2001	5	Hallway– 2nd Floor	WH	Sheetrock– above fire doors	M	NAD	N
710-NVH-2001	5	Hallway– 2nd Floor	WH	Sheetrock– above fire doors	M	NAD	N
711-NVH-E001	6	Exterior	GRY	Window sealant	M	NAD	N
712-NVH-E001	6	Exterior	GRY	Window sealant	M	NAD	N
713-NVH-E001	7	Exterior	GRY	Brick mortar	M	NAD	N
714-NVHE001	7	Exterior	GRY	Brick mortar	M	NAD	N
715-NVH-E001	8	Exterior	GRY	Metal grate sealant – louver for univent	M	NAD	N
716-NVH-E001	8	Exterior	GRY	Metal grate sealant – louver for univent	M	NAD	N
717-NVH-E001	9	Exterior	GRY	Expansion joint sealant	M	NAD	N
718-NVH-E001	9	Exterior	GRY	Expansion joint sealant	M	NAD	N

KEY

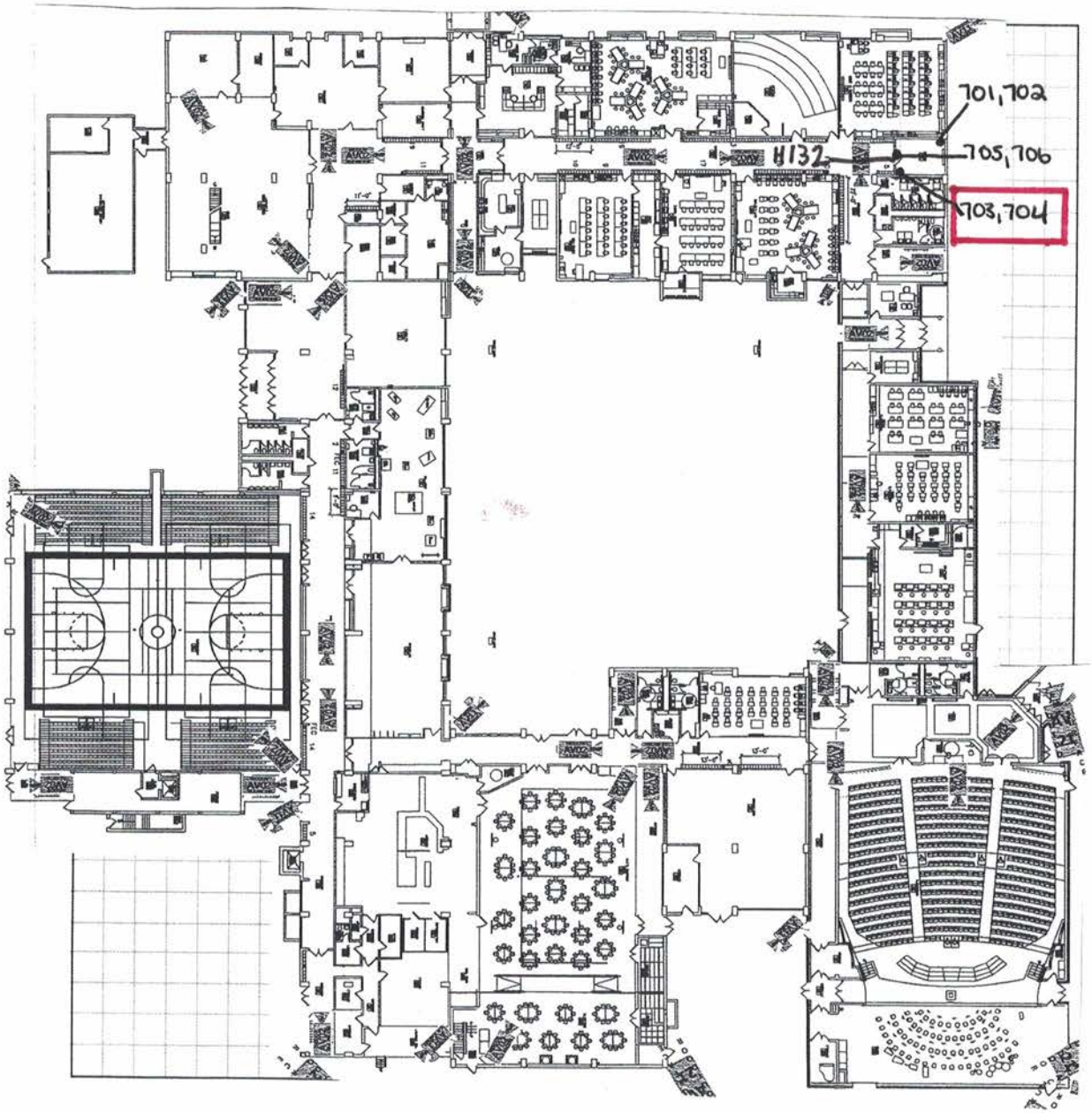
NAD – NO ASBESTOS DETECTED
CMU – CONCRETE MASONRY UNIT
GRY – GRAY
GRN – GREEN
SIL – SILVER
BLU – BLUE
NA – NOT ANALYZED
WH – WHITE
BRN – BROWN
BLK – BLACK
YEL – YELLOW
ACM- ASBESTOS CONTAINING MATERIAL(S)
T- THERMAL
S- SURFACING
M – MISCELLANEOUS
HA- HOMOGENOUS AREA

KEYSTONE ENVIRONMENTAL SERVICES
58 EXCHANGE STREET
BINGHAMTON, NEW YORK 13901
DATE: 3/25/16

SITE NAME: Newark Valley High School
ADDRESS: 68 Wilson Creek Rd, Newark Valley
KES PROJECT NO.: 0514.06016
DRAWING NOT TO SCALE

ASBESTOS SAMPLE LOCATION DRAWING

Location: 1st Floor 1001



Key

C001 – Crawlspace
B001 – Basement
1001 – First Floor
2001 – Second Floor
3001 – Third Floor
A001 – Attic

R001 – Roof
E001 – Exterior
- General Sample Location
W – Windows
D- Doors
NIC – Not Included

☐ - POSITIVE SAMPLE(S)

KEYSTONE ENVIRONMENTAL SERVICES
58 EXCHANGE STREET
BINGHAMTON, NEW YORK 13901
DATE: 3/25/16

SITE NAME: Newark Valley High School
ADDRESS: 68 Wilson Creek Rd. Newark Valley
KES PROJECT NO.: 0514.06016
DRAWING NOT TO SCALE

ASBESTOS SAMPLE LOCATION DRAWING

Location: 2nd Floor 2001



Key

C001 – Crawlspace
B001 – Basement
1001 – First Floor
2001 – Second Floor
3001 – Third Floor
A001 – Attic

R001 – Roof
E001 – Exterior
- General Sample Location
W – Windows
D- Doors
NIC – Not Included

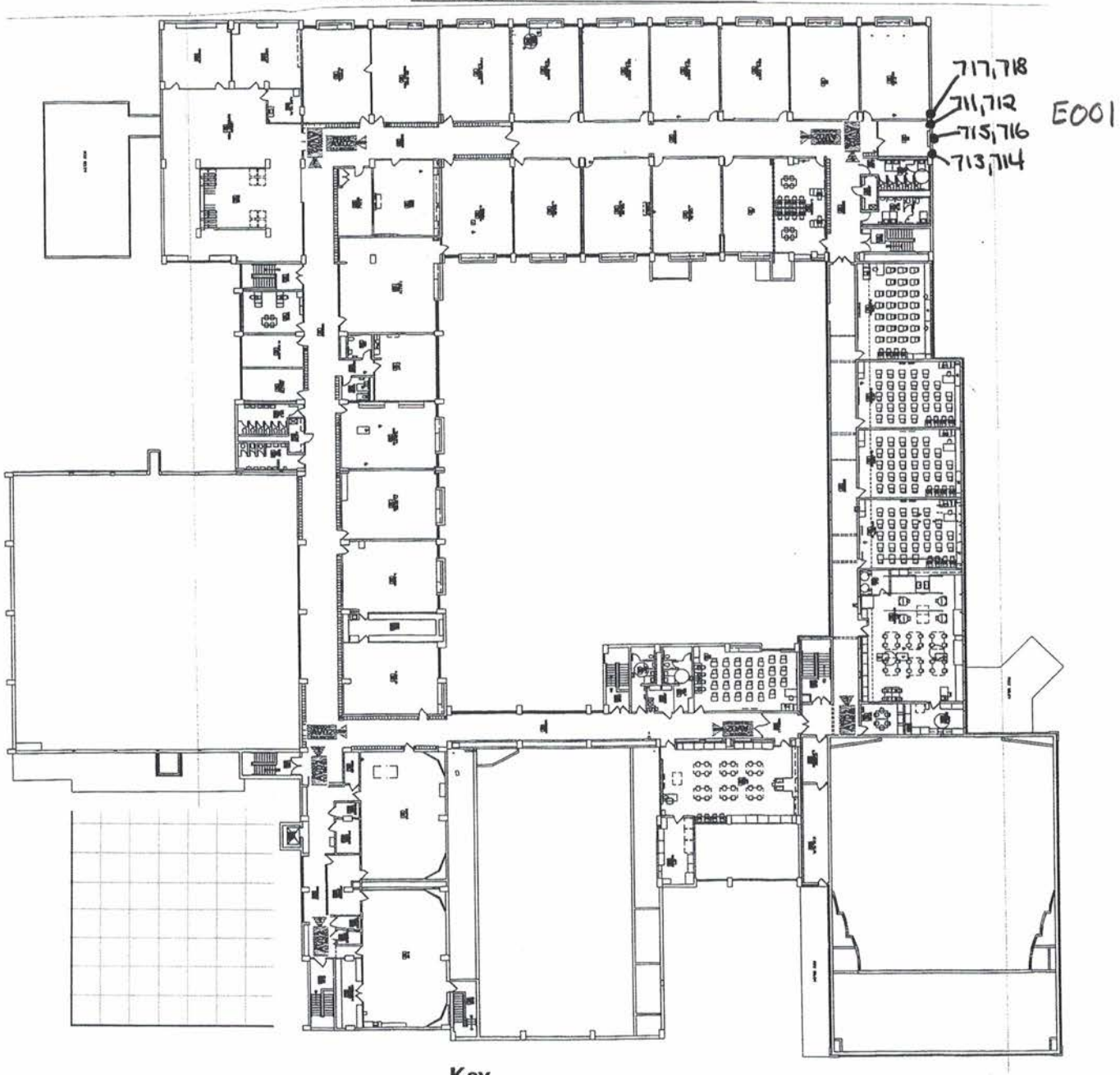
[ ] – POSITIVE SAMPLE(S)

KEYSTONE ENVIRONMENTAL SERVICES
58 EXCHANGE STREET
BINGHAMTON, NEW YORK 13901
DATE: 3/25/16

SITE NAME: Newark Valley High School
ADDRESS: 68 Wilson Creek Rd. Newark Valley
KES PROJECT NO.: 0514.06016
DRAWING NOT TO SCALE

ASBESTOS SAMPLE LOCATION DRAWING

Location: Exterior



Key

C001 – Crawlspace
B001 – Basement
1001 – First Floor
2001 – Second Floor
3001 – Third Floor
A001 – Attic
R001 – Roof
E001 – Exterior
- General Sample Location
W – Windows
D- Doors
NIC – Not Included

[ ] – POSITIVE SAMPLE(S)

APPENDIX B – ASBESTOS BULK SAMPLING LABORATORY ANALYTICAL RESULTS

Table I
Summary of Bulk Asbestos Analysis Results
0514.06016; Newark Valley High School

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	701-NVH-1001	1	0.217	48.1	20.3	31.7	NAD	NAD
Location:								
02	702-NVH-1001	1	0.266	45.6	19.7	34.6	NAD	Chrysotile Trace
Location:								
03	703-NVH-1001	2	0.222	35.4	30.6	30.8	Chrysotile 3.2	NA
Location:								
04	704-NVH-1001	2	0.402	61.2	14.2	24.7	NA/PS	NA
Location:								
05	705-NVH-1001	3	0.297	38.6	45.0	16.4	NAD	NAD
Location:								
06	706-NVH-1001	3	0.183	37.3	45.4	17.3	NAD	NAD
Location:								
07	707-NVH-2001	4	---	---	---	---	NAD	NA
Location:								
08	708-NVH-2001	4	---	---	---	---	NAD	NA
Location:								
09	709-NVH-2001	5	---	---	---	---	NAD	NA
Location:								
10	710-NVH-2001	5	---	---	---	---	NAD	NA
Location:								
11	711-NVH-E001	6	0.293	25.8	45.6	28.6	NAD	NAD
Location:								
12	712-NVH-E001	6	0.185	48.9	27.7	23.4	NAD	NAD
Location:								
13	713-NVH-E001	7	---	---	---	---	NAD	NA
Location:								
14	714-NVH-E001	7	---	---	---	---	NAD	NA
Location:								
15	715-NVH-E001	8	---	---	---	---	NAD	NA
Location:								
16	716-NVH-E001	8	---	---	---	---	NAD	NA
Location:								

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

0514 06016; Newark Valley High School

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	717-NVH-E001	9	0.341	54 9	25 7	19.4	NAD	NAD
Location:								
18	718-NVH-E001	9	0.241	50 6	26.5	22 9	NAD	NAD
Location:								

Reviewed by _____ Date Reviewed: 3.31.16 Analyzed By. Beverly A. Schrage _____ Date Analyzed 3/31/2016

Semi-Quantitative Analysis NAD = no asbestos detected; NA = not analyzed; NA/PS = not analyzed due to positive stop. Trace = <1%;
PLM analysis by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101904-0) or NY ELAP 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198 6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab # 10984)
TEM analysis by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation); or NY ELAP 198.4 for New York NOB samples (NY ELAP Lab # 10984);

** Warning Notes: Consider PLM fiber diameter limitation only TEM will resolve fibers <0 25 micrometers in diameter. TEM bulk analysis representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris, soils or other heterogeneous materials for which a combination PLM/TEM evaluation is recommended; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only.

AmeriSci Richmond
13635 GENITO ROAD
MIDLOTHIAN, VIRGINIA 23112
TEL: (804) 763-1200 • FAX: (804) 763-1800

PLM Bulk Asbestos Report

Keystone Material Testing, LLC
Attn: Tim Marble
58 Exchange Street

Binghamton, NY 13901

Date Received 03/28/16 **AmeriSci Job #** 116032055
Date Examined 03/30/16 **P.O. #**
ELAP # 10984 **Page** 1 **of** 4
RE: 0514.06016; Newark Valley High School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
701-NVH-1001 1 **Location:**	116032055-01	*No*	NAD (by NYS ELAP 198.6) by C. David Mintz on 03/30/16

Analyst Description: Tan, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Acid Sensitive 20.3 %, Heat Sensitive 48 %, Non-fibrous 31.7 %
Comment: Heat Sensitive (organic): 48.1%; Acid Soluble (inorganic): 20.3%; Inert (Non-asbestos): 31.7%

702-NVH-1001 1 **Location:**	116032055-02	*No*	NAD (by NYS ELAP 198.6) by C. David Mintz on 03/30/16

Analyst Description: Tan, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Acid Sensitive 19.7 %, Heat Sensitive 45.6 %, Non-fibrous 34.7 %
Comment: Heat Sensitive (organic): 45.6%; Acid Soluble (inorganic): 19.7%; Inert (Non-asbestos): 34.7%

703-NVH-1001 2 **Location:**	116032055-03	*Yes*	3.2 % (by NYS ELAP 198.6) by C. David Mintz on 03/30/16

Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material
Asbestos Types: Chrysotile 3.2 %
Other Material: Acid Sensitive 30.6 %, Heat Sensitive 35.4 %, Non-fibrous 30.8 %
Comment: Heat Sensitive (organic): 35.4%; Acid Soluble (inorganic): 30.6%; Inert (Non-asbestos): 30.8%

704-NVH-1001 2 **Location:**	116032055-04		NA/PS

Analyst Description: Bulk Material
Asbestos Types:
Other Material:
Comment: Heat Sensitive (organic): 61.2%; Acid Soluble (inorganic): 14.2%; Inert (Non-asbestos): 24.7%

See Reporting notes on last page

PLM Bulk Asbestos Report

0514.06016; Newark Valley High School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
705-NVH-1001	116032055-05	*No*	NAD
3 **Location:**			(by NYS ELAP 198.6) by C. David Mintz on 03/30/16
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Acid Sensitive 45 %, Heat Sensitive 38.6 %, Non-fibrous 16.4 %			
Comment: Heat Sensitive (organic): 38.6%; Acid Soluble (inorganic): 45.0%; Inert (Non-asbestos): 16.4%			
706-NVH-1001	116032055-06	*No*	NAD
3 **Location:**			(by NYS ELAP 198.6) by C. David Mintz on 03/30/16
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Acid Sensitive 45.4 %, Heat Sensitive 37.3 %, Non-fibrous 17.3 %			
Comment: Heat Sensitive (organic): 37.3%; Acid Soluble (inorganic): 45.4%; Inert (Non-asbestos): 17.3%			
707-NVH-2001	116032055-07	*No*	NAD [1]
4 **Location:**			(by NYS ELAP 198.1) by C. David Mintz on 03/30/16
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
708-NVH-2001	116032055-08	*No*	NAD
4 **Location:**			(by NYS ELAP 198.1) by C. David Mintz on 03/30/16
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
709-NVH-2001	116032055-09	*No*	NAD
5 **Location:**			(by NYS ELAP 198.1) by C. David Mintz on 03/30/16
Analyst Description: Off White, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 4 %, Fibrous glass 1 %, Non-fibrous 95 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

0514.06016; Newark Valley High School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
710-NVH-2001 5 **Location:**	116032055-10	***No***	NAD (by NYS ELAP 198.1) by C. David Mintz on 03/30/16
Analyst Description: Off White, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 4 %, Fibrous glass 1 %, Non-fibrous 95 %			
711-NVH-E001 6 **Location:**	116032055-11	***No***	NAD (by NYS ELAP 198.6) by C. David Mintz on 03/30/16
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Acid Sensitive 45.6 %, Heat Sensitive 25.8 %, Non-fibrous 28.6 % **Comment:** Heat Sensitive (organic): 25.8%; Acid Soluble (inorganic): 45.6%; Inert (Non-asbestos): 28.6%			
712-NVH-E001 6 **Location:**	116032055-12	***No***	NAD (by NYS ELAP 198.6) by C. David Mintz on 03/30/16
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Acid Sensitive 27.7 %, Heat Sensitive 48.9 %, Non-fibrous 23.4 % **Comment:** Heat Sensitive (organic): 48.9%; Acid Soluble (inorganic): 27.7%; Inert (Non-asbestos): 23.4%			
713-NVH-E001 7 **Location:**	116032055-13	***No***	NAD [1] (by NYS ELAP 198.1) by C. David Mintz on 03/30/16
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
714-NVH-E001 7 **Location:**	116032055-14	***No***	NAD [1] (by NYS ELAP 198.1) by C. David Mintz on 03/30/16
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

0514.06016; Newark Valley High School

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
715-NVH-E001 8 **Location:**	116032055-15	***No***	NAD [1] (by NYS ELAP 198.1) by C. David Mintz on 03/30/16
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
716-NVH-E001 8 **Location:**	116032055-16	***No***	NAD [1] (by NYS ELAP 198.1) by C. David Mintz on 03/30/16
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
717-NVH-E001 9 **Location:**	116032055-17	***No***	NAD (by NYS ELAP 198.6) by C. David Mintz on 03/30/16
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Acid Sensitive 25.7 %, Heat Sensitive 54.9 %, Non-fibrous 19.4 % **Comment:** Heat Sensitive (organic): 54.9%; Acid Soluble (inorganic): 25.7%; Inert (Non-asbestos): 19.4%			
718-NVH-E001 9 **Location:**	116032055-18	***No***	NAD (by NYS ELAP 198.6) by C. David Mintz on 03/30/16
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Acid Sensitive 26.5 %, Heat Sensitive 50.6 %, Non-fibrous 22.9 % **Comment:** Heat Sensitive (organic): 50.6%; Acid Soluble (inorganic): 26.5%; Inert (Non-asbestos): 22.9%			

Reporting Notes:

(1) Sample homogenized by grinding to a powder prior to analysis.

Analyzed by: C. David Mintz _____ Date 3/30/16

*NAD = no asbestos detected, Detection Limit <1%, Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; "Present" or NVA = "No Visible Asbestos" are observations made during a qualitative analysis; NA = not analyzed; NA/PS = not analyzed / positive stop; PLM Bulk Asbestos Analysis by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101904-0) and ELAP PLM Analysis Protocol 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NYSDOH ELAP Lab # 10984); CA ELAP Lab # 2508; Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB 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 New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By _____

1160320 55

Keystone Environmental Services
CHAIN OF CUSTODY

TECHNICIAN: B. Aylward	LABORATORY: AmeriSci Richmond, 13635 Genito Road, Midlothian, VA 23112, (804) 763 - 1200, NVLAP: # 1904 ELAP: # 10984
PROJ. NO.: 0514.06016	DATE: 3/25/16
SPECIFIC WORK AREA: Newark Valley High School	

SAMPLE I.D. NO.	HA	PLM	TEM	1	2	3	SAMPLE I.D. NO.	HA	PLM	TEM	1	2	3
701-NVH-1001	1	✓	✓	✓	✓	✓	711-NVH-E001	6	✓	✓	✓	✓	✓
702-NVH-1001	1	✓	✓	✓	✓	✓	712-NVH-E001	6	✓	✓	✓	✓	✓
703-NVH-1001	2	✓	✓	✓	✓	✓	713-NVH-E001	7	✓		✓		
704-NVH-1001	2	✓	✓	✓	✓	✓	714-NVH-E001	7	✓		✓		
705-NVH-1001	3	✓	✓	✓	✓	✓	715-NVHE001	8	✓		✓		
706-NVH-1001	3	✓	✓	✓	✓	✓	716-NVH-E001	8	✓		✓		
707-NVH-2001	4	✓		✓			717-NVH-E001	9	✓	✓	✓	✓	✓
708-NVH-2001	4	✓		✓			718-NVH-E001	9	✓	✓	✓	✓	✓
709-NVH-2001	5	✓		✓									
710-NVH-2001	5	✓		✓									

NOTE: [I] INSIDE, [O] OUTSIDE, [B] BLANK

[1] ELAP 198.1 Regular Analysis

[2] ELAP 198.1 Organic Non-friable

[3] ELAP 198.4 TEM Confirmation

SEALED BY:	DATE: 3/25/16
LAB SIGNATURE:	DATE:
RECEIVED BY:	DATE:

PROVIDE RESULTS TO KEYSTONE BY: 5 Day ____ / ____ / ____ am pm

- FAX # (607) 729-5154

COMMENTS: If 707 is positive, don't read 708, 709, 710,

Positive STOP for all the same HA #s

Please electronic copy Tim Marble (tmarble@kecompanies.com) and Nicole Marble (nmarble@kecompanies.com) for all Results as well as the following circled emails: rtarnowski@kecompanies.com, ctarnowski@kecompanies.com, baylward@kecompanies.com. Please forward all sample hard copies and invoices to Tim Marble.

RECEIVED
MAR 28 2016
By

APPENDIX C – IDENTIFICATION AND ASSESSMENT METHODS OF ACM, ASSESSED BUILDING MATERIALS, AND ESTIMATED QUANTITIES

KES' Identification and Assessment Methods of ACM

ASSESSMENT CODES

(F) Friable ACM – This material has been evaluated as friable, meaning it can be crumbled with hand pressure and, therefore, is likely to emit fibers when disturbed. This material will need to be addressed as required by State and Federal regulations.

(NF) Non-friable ACM – This material has been evaluated as non-friable. This material needs to be addressed as required by State and Federal regulations. In addition, it is required to analyze by TEM if the results are negative by PLM. It can be assumed positive.

(NVA) No Visible Asbestos – Our inspection/testing showed no visible ACM in accessible areas.

(D) Dirt Floor – If the ACM within the space is evaluated as friable, the dirt is also assumed to be contaminated.

(E) Estimated ACM – Amount of ACM is not visible and its quantity is estimated.

Note: The assessment evaluation performed is the material assessment made during the date of inspection. The abatement contractor performing the abatement will need to make his own assessment at the time of bidding, notification, and abatement. Material conditions may change and/or the abatement contractor's abatement work plan may render the material friable.

Material Codes

100-Pipe Insulation	A: Corrugated E. Lagging	B: Pre-Form F. Flange Gaskets	C: Joint and Elbow	D: Pipe Debris
200-Heat Plant	A: Boiler Insul. E. Gaskets	B: Breeching Insul. F: Furnace Insul.	C: Tank Insul.	D: Header Insul.
300-Ceiling	A: Tile E: Adhesive	B: Plaster F: Sheetrock/Joint Compound	C: Transite	D: Batt Insul. G: Seam Tape
400-Wall	A: Panel D: Sheetrock/Joint Compound	B: Plaster	C: Transite E: Mastic	F: Tile
500-Floor	A: Tile E: Felt Runner	B: Dirt Floor F: Wood Floor Vapor Barrier	C: Linoleum	D: Mastic G: Debris
600-Duct	A: Corrugated	B: Pre-Form	C: Transite	D: Cloth Tape Insulation
700-Fireproofing	A: Ceiling	B: Wall	C: Beams	D: Ducts
800-Miscellaneous	A: Asbestos Board E: Wires I: Curtains M: Window Caulk Q: Incinerator Insulation T: Mortar X. Clock/Speaker Mastic	B: Transite F: Doors J: Vibration Isolators N: Door Caulk U: Caulk/Sealant	C: Light Gasket G: Sink Mastic K: Window Glazing O: Louver Caulk R: Counter Top V: Vermiculite (Loose)	D: Debris H: Adhesive L: Window Putty P: Chalkboard S: Flue Insulation W. Univent Mastic
900-Roofing	A: Flashing E: Insulation I: Roof Sealant	B: Patching F: Roofing Material J: Coping Sealant	C: Felts G: Shingles K: Silver Coat	D: Flat Roofing H: Counter Flashing Caulk L: Wood Trim Ca

Assessed Building Materials and Estimated Quantities

ROOM CODE	ROOM USE	MATERIAL CODES	ASSESSMENT CODES	ESTIMATED QUANTIY OF ACM (SF, LF, U)
EXTERIOR E001	EXTERIOR (H132)		NVA	
FIRST FLOOR 1001	OFFICE (H132)	800E	NF	3 U
SECOND FLOOR 2001	HALLWAY (H200)		NVA	

Note: See Appendix A "Asbestos Bulk Sample Results Summary Table" for building components inspected and sampled by KES during this survey. Please reference the Newark Valley Central School District's existing Asbestos Management AHERA Plan for complete report of previously sampled building components.

Key

SF- Square Feet LF- Linear Feet Units – Each Building Component

APPENDIX D – INSPECTOR/LABORATORY LICENSES AND CERTIFICATIONS

New York State – Department of Labor
Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Keystone Material Testing, L.L.C. dba Enviro Testing

58 Exchange St.

Binghamton, NY 13901

FILE NUMBER: 11-57448
LICENSE NUMBER: 57448
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 12/30/2015
EXPIRATION DATE: 01/31/2017

Duly Authorized Representative – Richard J Tarnowski:

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.

Eileen M. Franko, Director
For the Commissioner of Labor

SH 432 (8/12)

2016-2017

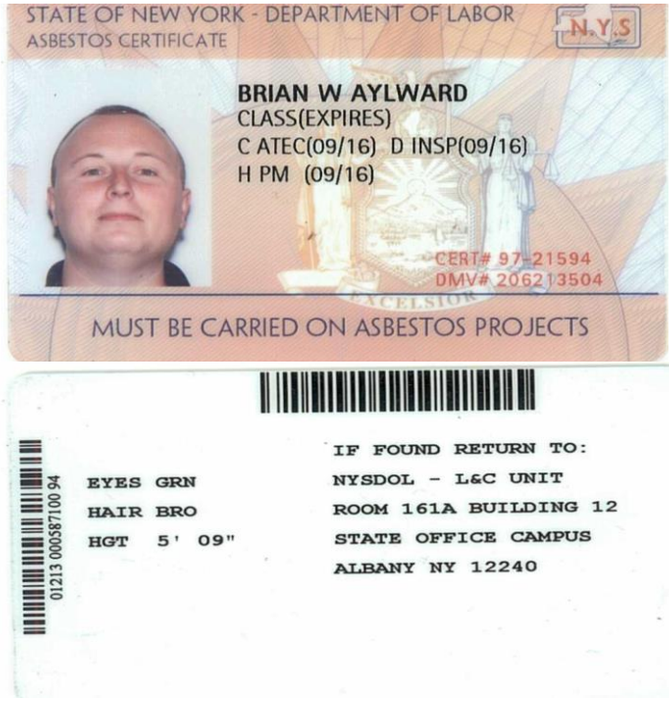
KEYSTONE ENVIRONMENTAL SERVICES

Limited Pre-Renovation Asbestos Survey
Newark Valley High School
68 Wilson Creek Road
Newark Valley, NY 13811
Project Number:
0514.06016

NEW YORK STATE

ASBESTOS
HANDLING

LICENSE



2015-2016

KEYSTONE ENVIRONMENTAL SERVICES

Limited Pre-Renovation Asbestos Survey
Newark Valley High School
68 Wilson Creek Road
Newark Valley, NY 13811
Project Number:
0514.06016

NEW YORK STATE
AIR SAMPLE TECHNICIAN
ASBESTOS PROJECT MONITOR
ASBESTOS INSPECTOR

CERTIFICATION

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

EXPIRES ON
03-31-2016

9960 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

NUMBER
3333000266

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS
ASBESTOS ANALYTICAL LABORATORY LICENSE
PCM PLM TEM

AMERICA SCIENCE TEAM RICHMOND, INC
AMERISCI RICHMOND
13635 GENITO ROAD
MIDLOTHIAN, VA 23112-0000

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

(POCKET CARD)

COMMONWEALTH OF VIRGINIA
BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS
ASBESTOS ANALYTICAL LABORATORY LICENSE

PCM PLM TEM
NUMBER: 3333000266 EXPIRES: 03-31-2016

AMERICA SCIENCE TEAM RICHMOND, INC
AMERISCI RICHMOND
13635 GENITO ROAD
MIDLOTHIAN, VA 23112-0000

(FOLD)

(DETACH HERE)

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
9960 Mayland Dr., Suite 400, Richmond, VA 23233

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2016
Issued April 01, 2015

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

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

DR. THOMAS R. MCKEE
AMERISCI RICHMOND
13635 GENITO RD
MIDLOTHIAN, VA 23112

NY Lab Id No: 10984

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

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

NEW YORK
state department of
HEALTH

Serial No.: 52221

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

United States Department of Commerce
National Institute of Standards and Technology

NVLAP®

Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 101904-0

AmeriSci Richmond

Midlothian, VA

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2015-06-16 through 2016-06-30

Effective Dates

DEPARTMENT OF COMMERCE * UNITED STATES OF AMERICA *

For the National Voluntary Laboratory Accreditation Program

National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

AmeriSci Richmond
dba AmeriSci Richmond
13635 Genito Road
Midlothian, VA 23112
Mr. Thomas B. Keith
Phone: 804-763-1200 Fax: 804-763-1800
Email: bkeith@amerisci.com
http://www.amerisci.com

ASBESTOS FIBER ANALYSIS **NVLAP LAB CODE 101904-0**

Bulk Asbestos Analysis

Code	*Description*
18/A01	EPA 600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

Code	*Description*
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

For the National Voluntary Laboratory Accreditation Program

UNITED STATES DEPARTMENT OF COMMERCE
National Institute of Standards and Technology
Gaithersburg, Maryland 20899

June 17th, 2015

Thomas B. Keith
America Science TEAM Richmond, Inc.
dba AmeriSci Richmond
13635 Genito Road
Midlothian, VA 23112

NVLAP Lab Code: 101904-0

Dear Mr. Keith,

Thank you for continuing your accreditation for Asbestos Fiber Analysis under the National Voluntary Laboratory Accreditation Program (NVLAP). This accreditation is effective until June 30, 2016, provided that your laboratory continues to comply with the accreditation requirements contained in the NVLAP Procedures.

Your updated accreditation documents are enclosed. You may reproduce these documents in their entirety and use the NVLAP symbol and/or term to reference your accredited status in accordance with the requirements published in NIST Handbook 150, 1.8. Accreditation does not relieve your laboratory from observing and complying with any applicable existing laws and/or regulations.

We are pleased to have you participate in NVLAP and look forward to your continued association with this program. If you have any questions concerning your NVLAP accreditation, please direct them to Hazel Richmond, Program Manager, Laboratory Accreditation Program, National Institute of Standards and Technology, 100 Bureau Dr. Stop 2140, Gaithersburg, MD 20899-2140; (301) 975-3024.

Sincerely,

Warren R. Merkel, Chief
National Voluntary Laboratory Accreditation Program

LIMITED PRE-RENOVATION POLYCHLORINATED BIPHENYLS (PCB) SAMPLING REPORT

NEWARK VALLEY CENTRAL SCHOOL DISTRICT
2023 CAPITAL PROJECT – PHASE II
NEWARK VALLEY HIGH SCHOOL
68 WILSON CREEK ROAD
NEWARK VALLEY, NEW YORK 13811
SED PROJECT NO. 60-04-02-04-0-007-022

PREPARED FOR:
MR. PAUL BEDFORD, AIA, MEMBER
c/o KEYSTONE ASSOCIATES ARCHITECTS, ENGINEERS & SURVEYORS LLC
58 EXCHANGE STREET
BINGHAMTON, NEW YORK 13901



KEYSTONE
ENVIRONMENTAL SERVICES
58 Exchange Street, Binghamton, New York 13901 (607) 723-5117
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APPENDIX B PCB Bulk Sampling Laboratory Analytical Results

APPENDIX C Laboratory Licenses and Certifications

1. EXECUTIVE SUMMARY

Keystone Environmental Services (KES) was retained by Mr. Paul Bedford, AIA Member with Keystone Associates Architects, Engineers & Surveyors, LLC, to perform a Polychlorinated Biphenyls (PCB) Survey as part of the 2023 Capital Project – Phase II for the Newark Valley High School located at 68 Wilson Creek Road in Newark Valley, New York. The purpose of this survey is to identify and assess, with due diligence, the locations and quantities of any open application of PCB containing materials that will be disturbed during renovation activities.

Each area of the exterior caulk of the structure was thoroughly inspected by visual means to identify potential PCB containing materials. KES collected one (1) PCB sample. The PCB Results Summary Table and PCB Sample Location Drawing(s) are contained in Appendix A. PCB Sample Laboratory Analytical Results are contained in Appendix B.

None of the sampled items tested positive for PCBs or were found to contain PCB levels in concentrations greater than 50 parts per million (ppm).

2. GENERAL PCB SAMPLING INFORMATION

2.1 Sampling Description

Building Name/Address:	Newark Valley High School 68 Wilson Creek Road Newark Valley, New York 13811
Owner's Name/Address:	Newark Valley Central School District 68 Wilson Creek Road Newark Valley, New York 13811
Owner's Agent:	Mr. Paul Bedford, AIA Member Keystone Associates Architects, Engineers & Surveyors LLC
Sampling Performed By:	Keystone Environmental Services 58 Exchange Street Binghamton, New York 13901
Certified Inspector(s):	Mr. Gerald Meyer
Date of Sampling:	November 9, 2022
Laboratory:	Paradigm Environmental Services, Inc.

2.2 Building Description

Identified below is a general description of the structure inspected as part of this Limited pre-renovation sampling for PCB containing materials:

Structure Type:	1969 Original School, 2005 Addition & 2016 Addition
Building Floor Levels	1, 2, Basement
Superstructure:	Concrete Masonry
Foundation:	Concrete
Roofing:	EPDM
Exterior Surfaces:	Brick
General Condition of Structure:	Structure to be Renovated
Interior Floors:	Tile, Concrete
Interior Walls:	Drywall, Concrete Block
Interior Ceilings:	Tiles
Heating System:	Oil
Windows:	Aluminum
Doors:	Wood
Insulation:	Fiberglass
Out Buildings:	Not Included in Survey

3. PCB GENERAL INFORMATION, SAMPLING PROCEDURES AND METHODS

3.1 General Information

PCB's have been employed in a multitude of applications many of which are still in use today. Some of these uses include dielectric fluids in electrical equipment, heat transfer fluids in mechanical operations, plasticizers, lubricants, inks, surface coatings and sealants. For report purposes, KES will identify and discuss PCB usage based on its presence in a closed, semi closed and/or open system.

Closed and semi closed systems may contain PCB oils or fluids, which would typically be found in transformers, capacitors, light ballast, heat transfer systems, hydraulic systems and vacuum pumps.

Open system PCB use takes the form of the product it has been added to. These applications which typically include lubricants, plasticizers, sealants, surface coatings, inks, and adhesives are usually in direct contact with their surroundings and are easily transferred to adjacent building products and the general environment.

The Environmental Protection Agency (EPA) regulates PCBs and considers any debris generated from construction materials manufactured with PCBs derived from building renovation projects with a concentration of greater than 50 ppm, PCB bulk waste product. The toxic substances Control Act (TSCA) regulations (40 CFR Part 761) prescribe requirements for the proper management of PCB materials, including their handling and disposal. PCB bulk product waste at concentrations > 50 ppm must follow specific storage, transport and disposal requirements.

3.2 General Sampling Procedures and Methods

Identified below are Keystone Environmental Services' general sampling procedures and methods for open and closed and semi closed system PCB usage.

3.2.1 Open System Sampling

The USEPA defines "PCB Caulk" as caulk that contains PCBs at concentrations of 50 parts per million (ppm) or greater. For purposes of this survey report, sealants (i.e. caulks and glazing) were defined as "any semi-drying or slow drying plastic material used to seal joints or fill crevices around window frames or panes, doors or other building components; caulk does not include coatings, glazing varnishes or sealants that are or were applied as liquids" (U.S. EPA 2010a).

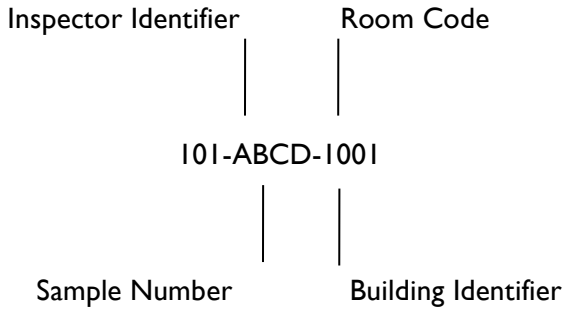
Keystone Environmental Services' approach to evaluating the open system presence of PCB sealants in the project area included a survey and sampling of suspect exterior sealant materials. Sealants which had been recently replaced (e.g. associated with recent window replacement) were not considered suspect since PCBs have been banned from production since 1978-1979. Once our visual survey in each area of the renovation area was complete, representative sealant samples were collected based on homogenous materials (i.e. color, location, age of the building area, use, and renovation/repair history). The sample was collected by physically removing sections of sealants using disposable stainless steel scalpels/utility knives. Sampling equipment was dedicated for each sample. The sample was placed in a separate, pre-cleaned glass jar with a Teflon-lined cap.

3.2.2 Closed and Semi Closed System Sampling

The approach that Keystone Environmental Services used to evaluate the presence of PCB's in closed and semi closed applications in the project areas includes a visual inspection and sampling of suspect machine fluids, equipment oils and solids. Typical sampling locations for liquids are motor bearings (orifices from plugs or grease fittings) and gear boxes (oil fill or drain plugs). Solids would include light ballasts, old electrical equipment, cable insulation and other thermal insulations. The sample was collected by physically collecting fluids or solids and placing them in a separate, pre-cleaned glass jar with a Teflon lined lid. If liquids were not present or inaccessible, cotton swabs or gauze wipes were utilized to collect solid or liquid residues. Surface wipes samples using gauze wipes uses a template to outline sample area (typically 100 cm^2). Wipe samples are also placed in a pre-cleaned glass jar with a Teflon lined lid.

Open System PCB samples are collected and containerized in accordance with USEPA protocols and sample methodology. Containers are properly labeled, preserved and placed in a cooler for transport by courier to Paradigm Environmental Services, Inc (See Appendix C for laboratory certifications). Paradigm Environmental Services, Inc. is a NYSDOH ELAP-certified analytical laboratory for USEPA SW-846 Method 8082 analysis. Standard chain of custody procedures was followed.

Each sample is labeled in a manner that identifies the inspector, the sample number, building identifier, and the room code where the sample was taken. The example given below is representative of the system used for KES' reports:



KES collected one (1) PCB sample. The PCB Results Summary Table and PCB Sample Location Drawing(s) are contained in Appendix A. PCB Sample Laboratory Analytical Results are contained in Appendix B.

3.3 Limitations

It is the belief of KES inspectors that this survey was comprehensive in nature and the following limitations apply to this survey:

Only accessible areas within a structure are inspected for PCBs. Additional possible PCB containing sealants, fluids, fixtures and solids may be discovered behind and within walls, above non-accessible ceilings, under floors, within pipe chases, etc. and should be considered as PCBs unless sampling/testing shows the material is non-PCB containing.

This Limited Pre-Renovation PCB Survey should not be construed to be a PCB Abatement Project Design.

4. CERTIFICATION STATEMENT

Keystone Environmental Services' report is based primarily on the results of visual site observations and a survey of building conditions at Newark Valley High School. The reported analysis, opinions and conclusions are based on our scope of work and reviews of applicable historical, regulatory and site specific information available to Keystone Environmental Services on the date of our inspection.

This report has been prepared exclusively for the use of the Owner and/or Client. No other parties are entitled to rely upon this report unless the express written consent of Keystone Environmental Services is first obtained.



Richard J. Tarnowski, CEP, CEI
Member/Director of Environmental Services

APPENDIX A

PCB BULK SAMPLE RESULTS SUMMARY TABLE &

PCB SAMPLE LOCATION DRAWING(S)

PCB Bulk Sampling Results Summary Table

Sample Number	Location	Floor Level	Type of Application O/C/SC	Component Use	Color	Analysis Results PPM/ ug/100 cm² mg/kg PCB	PCB Containing Y/N
801-NVH-R004	Original 1969 Roof – Level K (R004)	Roof	Open	Caulk	GRY	<2.56	N

KEY

D – DOOR
W-WINDOW
C001- CRAWLSPACE
B001- BASEMENT
1001- FIRST FLOOR
2001 – SECOND FLOOR
3001 –THIRD FLOOR
A001- ATTIC
R001- ROOF
E001 – EXTERIOR

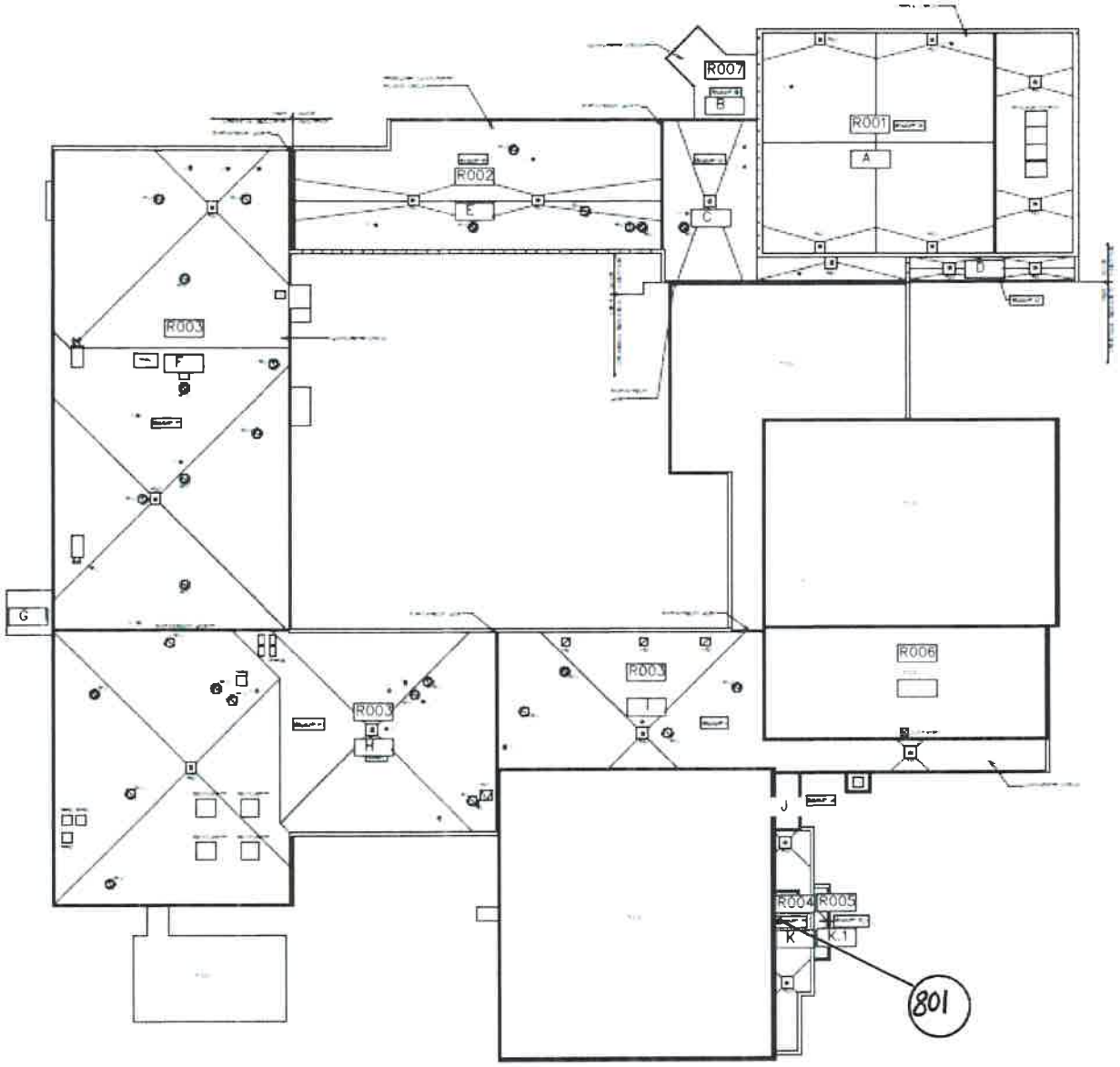
GRY –GRY
WH – WHITE
BRN – BROWN
BLK – BLACK
YEL – YELLOW
GRN – GREEN
SIL – SILVER

PCB – POLYCHLORINATED BIPHENYL
ug/100cm² - MICROGRAM(S) PER 100 SQUARE CENTIMETERS
PPM – PARTS PER MILLION
mg/kg – MILLIGRAM PER KILOGRAM
Y – YES, PCB's
N – NO PCB's
O – OPEN APPLICATION
C – CLOSED APPLICATION
SC - SEMI CLOSED APPLICATION

LEGEND

XXXX ROOM DESIGNATION NUMBER

(XXX) SAMPLE NUMBER



2023 CAPITAL PROJECT - PHASE 2

HAZARDOUS PCB

68 WILSON CREEK RD., NEWARK VALLEY STATE OF NEW YORK

HIGH SCHOOL

ROOF FLOOR PLAN

CAD FILE NO:

DATE: 07/07/2023

PROJECT NO 0100 23222 25

SHEET NO HA008

NO.	REVISIONS AND DESCRIPTION	DATE

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Keystone Environmental Services

KEYSTONE ENVIRONMENTAL SERVICES

58 Exchange Street
Binghamton, New York 13901
Phone: 607 723 5117
Fax: 607 722 2515
Email: info@kecompanies.com
www.kecompanies.com

APPENDIX B

PCB BULK SAMPLING LABORATORY ANALYSIS RESULTS

PARADIGM ENVIRONMENTAL, LLC.

Tuesday, July 11, 2023

Keystone Environmental Services
56 Exchange Street
Binghamton, New York 13901
Gerald Meyer
607-723-5117
gmeyer@kecompanies.com

Re: Newark Valley High School: PCB Bulk Sample Analysis

Job Number: 1901-23S

Please see Enclosed Results.

If you have any additional questions concerning this report, please do not hesitate to call me at 315-455-2714 or email me at kjoyce@paradigmenvllc.com. Thank you.

Sincerely,

Kathleen Joyce

Kathleen Joyce
Paradigm Environmental, LLC.

179 Lake Avenue, Rochester, NY 14608 Office (585) 647-2530 Fax (585) 647-3311

CHAIN OF CUSTODY

PARADIGM ENVIRONMENTAL SERVICES, INC

REPORT TO:		INVOICE TO:		
CLIENT:	KEYSTONE ENVIRONMENTAL SERVICES	CLIENT:	Same	LAB PROJECT ID: 1901.235
ADDRESS:	58 EXCHANGE STREET	ADDRESS:		
CITY:	BINGHAMTON	STATE: NY	ZIP: 13901	CITY: STATE: ZIP:	Quotation #:
PHONE:	607-723-5117	PHONE:		Email:
ATTN:	TIM MARBLE	ATTN:		

PROJECT REFERENCE
NEWARK VALLEY HIGH SCHOOL

Matrix Codes:
AQ - Aqueous Liquid; NQ - Non-Aqueous Liquid; WA - Water; WG - Groundwater; DW - Drinking Water; WW - Wastewater; SO - Soil; SL - Sludge; SD - Solid; PT - Paint; WP - Wipe; CK - Caulk; OL - Oil; AR - Air

REQUESTED ANALYSIS

DATE COLLECTED	TIME COLLECTED	COMPOSITE	GRAB	SAMPLE IDENTIFIER	MATRIX CODES	NUMBER OF CONTAINERS	PCB 8082	REMARKS	PARADIGM LAB SAMPLE NUMBER
11/9/22	11:00AM		✓	801-NVH-R004	CK	1	✓	GREY CAULK @ METAL FLASHING AND BRICK	17641

Turnaround Time		Report Supplements			
Availability contingent upon lab approval; additional fees may apply.					
Standard 5 day – 7day	✓	None Required	☐	None Required	☐
10 day	☐	Batch QC	☐	Basic EDD	☐
Rush 3 day	☐	Category A	☐	NYSDEC EDD	☐
Rush 2 day	☐	Category B	☐		
Rush 1 day	☐				
Other please indicate date needed:	☐	Other please indicate package needed:	☐	Other EDD please indicate EDD needed :	☐

Sampled By: R.M. 6/23/23 Date/Time

Relinquished By: Date/Time

Received By: Al Fiteh 6.26.23 @ 9:35 Date/Time

Received @ Lab By: Date/Time

Total Cost:

P.I.F.

By signing this form, client agrees to Paradigm Terms and Conditions (reverse).

See additional page for sample conditions.

PARADIGM
ENVIRONMENTAL SERVICES, INC

Analytical Report For

Paradigm Environmental LLC

For Lab Project ID

232742

Referencing

1901-23S Newark Valley HS 0100.23222.2.C.3

Prepared

Tuesday, July 11, 2023

Any noncompliant QC parameters or other notes impacting data interpretation are flagged or documented on the final report or are noted below.

Certifies that this report has been approved by the Technical Director or Designee

179 Lake Avenue • Rochester, NY 14608 • (585) 647-2530 • Fax (585) 647-3311 • ELAP ID# 10958

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

PARADIGM
ENVIRONMENTAL SERVICES, INC.

Lab Project ID: 232742

Client: **Paradigm Environmental LLC**

Project Reference: 1901-23S Newark Valley HS 0100.23222.2.C.3

Sample Identifier:	801-NVH-R004 Grey Caulk @ Metal Flashing And Brick		
Lab Sample ID:	232742-01	**Date Sampled:** 11/9/2022	11:00
Matrix:	Caulk	**Date Received** 6/26/2023	

PCBs

Analyte	Result	Units	Qualifier	Date Analyzed
PCB-1016	< 2.56	mg/Kg		7/10/2023 20:13
PCB-1221	< 2.56	mg/Kg		7/10/2023 20:13
PCB-1232	< 2.56	mg/Kg		7/10/2023 20:13
PCB-1242	< 2.56	mg/Kg		7/10/2023 20:13
PCB-1248	< 2.56	mg/Kg		7/10/2023 20:13
PCB-1254	< 2.56	mg/Kg		7/10/2023 20:13
PCB-1260	< 2.56	mg/Kg		7/10/2023 20:13
PCB-1262	< 2.56	mg/Kg		7/10/2023 20:13
PCB-1268	< 2.56	mg/Kg		7/10/2023 20:13

Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed
Tetrachloro-m-xylene	**78.2**	10 - 110		7/10/2023 20:13

Method Reference(s): EPA 8082A
EPA 3546

Preparation Date: 7/10/2023

Analytical Report Appendix

The reported results relate only to the samples as they have been received by the laboratory.

Each page of this document is part of a multipage report. This document may not be reproduced except in its entirety, without the prior consent of Paradigm Environmental Services, Inc.

All soil/sludge samples have been reported on a dry weight basis, unless qualified "reported as received". Other solids are reported as received.

Low level Volatiles blank reports for soil/solid matrix are based on a nominal 5 gram weight. Sample results and reporting limits are based on actual weight, which may be more or less than 5 grams.

The Chain of Custody provides additional information, including compliance with sample condition requirements upon receipt. Sample condition requirements are defined under the 2003 NELAC Standard, sections 5.5.8.3.1 and 5.5.8.3.2.

NYSDOH ELAP does not certify for all parameters. Paradigm Environmental Services or the indicated subcontracted laboratory does hold certification for all analytes where certification is offered by ELAP unless otherwise specified. Aliquots separated for certain tests, such as TCLP, are indicated on the Chain of Custody and final reports with an "A" suffix.

Data qualifiers are used, when necessary, to provide additional information about the data. This information may be communicated as a flag or as text at the bottom of the report. Please refer to the following list of analyte-specific, frequently used data flags and their meaning:

"<" = Analyzed for but not detected at or above the quantitation limit.
"E" = Result has been estimated, calibration limit exceeded.
"H" = Denotes a parameter analyzed outside of holding time.
"Z" = See case narrative.
"D" = Sample, Laboratory Control Sample, or Matrix Spike Duplicate results above Relative Percent Difference limit.
"M" = Matrix spike recoveries outside QC limits. Matrix bias indicated.
"B" = Method blank contained trace levels of analyte. Refer to included method blank report.
"J" = Result estimated between the quantitation limit and half the quantitation limit.
"L" = Laboratory Control Sample recovery outside accepted QC limits.
"P" = Concentration differs by more than 40% between the primary and secondary analytical columns.
"NC" = Not calculable. Applicable to RPD if sample or duplicate result is non-detect or estimated (see primary report for data flags). Applicable to MS if sample is greater or equal to ten times the spike added. Applicable to sample surrogates or MS if sample dilution is 10x or higher.
"" = Indicates any recoveries outside associated acceptance windows. Surrogate outliers in samples are presumed matrix effects. LCS demonstrates method compliance unless otherwise noted.*
"(1)" = Indicates data from primary column used for QC calculation.
"A" = denotes a parameter for which ELAP does not offer approval as part of their laboratory certification program.
"F" = denotes a parameter for which Paradigm does not carry certification, the results for which should therefore only be used where ELAP certification is not required, such as personal exposure assessment.

GENERAL TERMS AND CONDITIONS
LABORATORY SERVICES

These Terms and Conditions embody the whole agreement of the parties in the absence of a signed and executed contract between the Laboratory (LAB) and Client. They shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. The LAB specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Client to the LAB. The invalidity or unenforceability in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions. No waiver by LAB of any provision, term, or condition hereof or of any breach by or obligation of the Client hereunder shall constitute a waiver of such provision, term, or condition on any other occasion or a waiver of any other breach by or obligation of the Client. This agreement shall be administered and interpreted under the laws of the state which services are procured.

Warranty. Recognizing that the nature of many samples is unknown and that some may contain potentially hazardous components, LAB warrants only that it will perform testing services, obtain findings, and prepare reports in accordance with generally accepted analytical laboratory principles and practices at the time of performance of services. LAB makes no other warranty, express or implied.

Scope and Compensation. LAB agrees to perform the services described in the chain of custody to which these terms and conditions are attached. Unless the parties agree in writing to the contrary, the duties of LAB shall not be construed to exceed the services specifically described. LAB wi use LAB default method for all tests unless specified otherwise on the Work Order.
Payment terms are net 30 days from the date of invoice. All overdue payments are subject to an interest charge of one and one-half percent (1-1/2%) per month or a portion thereof. Client shall also be responsible for costs of collection, including payment of reasonable attorney fees if such expense is incurred. The prices, unless stated, do not include any sale, use or other taxes. Such taxes will be added to invoice prices when required.

Prices. Compensation for services performed will be based on the current Lab Analytical Fee Schedule or on quotations agreed to in writing by the parties. Turnaround time based charges are determined from the time of resolution of all work order questions. Testimony, court appearances or data compilation for legal action will be charged separately. Evaluation and reporting of initial screening runs may incur additional fees.

Limitations of Liability. In the event of any error, omission, or other professional negligence, the sole and exclusive responsibility of LAB shall be to re-perform the deficient work at its own expense and LAB shall have no other liability whatsoever. All claims shall be deemed waived unless made in writing and received by LAB within ninety (90) days following completion of services.
LAB shall have no liability, obligation, or responsibility of any kind for losses, costs, expenses, or other damages (including but not limited to any special, direct, incidental or consequential damages) with respect to LAB's services or results.
All results provided by LAB are strictly for the use of its clients and LAB is in no way responsible for the use of such results by clients or third parties. All reports should be considered in their entirety, and LAB is not responsible for the separation, detachment, or other use of any portion of these reports. Client may not assign the lab report without the written consent of the LAB.
Client covenants and agrees, at its/his/her sole expense, to indemnify, protect, defend, and save harmless the LAB from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation attorneys' and experts' fees and disbursements) of any kind whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against client relating to, resulting from or arising out of (a) the breach of this agreement by this client, (b) the negligence of the client in handling, delivering or disclosing any hazardous substance, (c) the violation of the Client of any applicable law, (d) non-compliance by the Client with any environmental permit or (e) a material misrepresentation in disclosing the materials to be tested.

Hazard Disclosure. Client represents and warrants that any sample delivered to LAB will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by Client. Client further warrants that any sample containing any hazardous substance that is to be delivered to LAB will be packaged, labeled, transported, and delivered properly and in accordance with applicable laws.

Sample Handling. Prior to LAB's acceptance of any sample (or after any revocation of acceptance), the entire risk of loss or of damage to such sample remains with Client. Samples are accepted when receipt is acknowledged on chain of custody documentation. In no event will LAB have any responsibility for the action or inaction of any carrier shipping or delivering any sample to or from LAB premises.
Client authorizes LAB to proceed with the analysis of samples as received by the laboratory, recognizing that any samples not in compliance with all current DOH-ELAP-NELAP requirements for containers, preservation or holding time will be noted as such on th final report.
Disposal of hazardous waste samples is the responsibility of the Client. If the Client does not wish such samples returned, LAB may add storage and disposal fees to the final invoice. Maximum storage time for samples is 30 days after completion of analysis unless modified by applicable state or federal laws. Client will be required to give the LAB written instructions concerning disposal of these samples.
LAB reserves the absolute right, exercisable at any time, to refuse to receive delivery of, refuse to accept, or revoke acceptance of any sample, which, in the sole judgment of LAB (a) is of unsuitable volume, (b) may be or become unsuitable for or may pose a risk in handling, transport, or processing for any health, safety, environmental or other reason whether or not due to the presence in the sample of any hazardous substance, and whether or not such presence has been disclosed to LAB by Client or (c) if the condition or sample date make the sample unsuitable for analysis.

Legal Responsibility. LAB is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder, whether in contract or tort including negligence.

Assignment. LAB may assign its performance obligations under this contract to other parties, as it deems necessary. LAB shall disclose to Client any assignee (subcontractor) by ELAP ID # on the submitted final report.

Force Majeure. LAB shall have no responsibility or liability to the Client for any failure or delay in performance by LAB, which results in whole or in part from any cause or circumstance beyond the reasonable control of LAB. Such causes and circumstances shall include, but not limited to, acts of God, acts or orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, difficulties or delays in transportation, mail or delivery services, inability to obtain sufficient services or supplies from LAB's usual suppliers, or any other cause beyond LAB's reasonable control.

Law. This contract shall be continued under the laws of the State of New York without regard to its conflicts of laws provision.

179 Lake Avenue, Rochester, NY 14608 Office (585) 647-2530 Fax (585) 647-3311

PARADIGM

Paradigm Environmental LLC per project # @ 6/27/23

CHAIN OF CUSTODY

REPORT TO:		INVOICE TO:		
CLIENT:	Keystone Environmental Services	CLIENT:	Same	LAB PROJECT ID: 232742 1901.235
ADDRESS:	58 Exchange Street	ADDRESS:		Quotation #:
CITY:	Binghamton	STATE: NY	ZIP: 13901	CITY: STATE: ZIP:
PHONE:	607-723-5117	PHONE:		Email:
ATTN:	Tim Marble	ATTN:		

PROJECT REFERENCE
Newark Valley High School
0100.23222.2.C.3
per email 6/20/23

Matrix Codes:
AQ - Aqueous Liquid; NQ - Non-Aqueous Liquid; WA - Water; WG - Groundwater; DW - Drinking Water; WW - Wastewater; SO - Soil; SL - Sludge; SD - Solid; PT - Paint; WP - Wipe; CK - Caulk; OL - Oil; AR - Air

REQUESTED ANALYSIS

DATE COLLECTED	TIME COLLECTED	COMPOSITE	GRAB	SAMPLE IDENTIFIER	MATRIX CODES	NUMBER OF CONTAINERS	PCB 8082	REMARKS	PARADIGM LAB SAMPLE NUMBER
11/9/22	11:00am		✓	801-NVH-R004	CK	1	✓	Grey Caulk @ Metal Flashing and brick	-01

Turnaround Time		Report Supplements		
Availability contingent upon lab approval; additional fees may apply.				
Standard 5 day – 7day	✓	None Required	☐	None Required ☐
10 day	☐	Batch QC	☐	Basic EDD ☐
Rush 3 day	☐	Category A	☐	NYSDEC EDD ☐
Rush 2 day	☐	Category B	☐	
Rush 1 day	☐			
Other	☐	Other	☐	Other EDD ☐
please indicate date needed: 7/3-7/5 7/4		please indicate package needed:		please indicate EDD needed:

Sampled By: P.T. Marble 6/23/23 Date/Time

Total Cost:

Relinquished By: Al Filtek Date/Time: 6.26.23 @ 9:35

Received By: Date/Time:

Received @ Lab By: Date/Time: 6/26/23

16°C Iced @1238 6/26/23

P.I.F.

By signing this form, client agrees to Paradigm Terms and Conditions (reverse).

See additional page for sample conditions.

Chain of Custody Supplement

Client: Paradigm LLC **Completed by:** Laura Mabry

Lab Project ID: 232742 **Date:** 6/26/2023

Sample Condition Requirements

Per NELAC/ELAP 210/241/242/243/244

Condition	NELAC compliance with the sample condition requirements upon receipt: Yes	No	N/A
Container Type	X		
Comments			
Transferred to method-compliant container			X
Headspace (<1 mL)			X
Comments			
Preservation			X
Comments			
Chlorine Absent (<0.10 ppm per test strip)			X
Comments			
Holding Time	X		
Comments			
Temperature		X	
Comments	16°C Iced		
Compliant Sample Quantity/Type	~~X~~ Bottle X		
Comments			

APPENDIX C

LABORATORY LICENSES & CERTIFICATIONS

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

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

MR. STEVE DEVITO
PARADIGM ENVIRONMENTAL SERVICES INC
179 LAKE AVENUE
ROCHESTER, NY 14608

NY Lab Id No: 10958

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES AIR AND EMISSIONS
All approved analytes are listed below:

Metals II

Beryllium, Total	NIOSH 7303

Metals III

Chromium, Total	NIOSH 7303

Serial No.: 67574

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

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179 LAKE AVENUE
ROCHESTER, NY 14608

NY Lab Id No: 10958

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

Metals I

Lead, Total	NIOSH 7303

Miscellaneous

Asbestos	40 CFR 763 APX A No. III
	NIOSH 7402
Fibers	NIOSH 7400 A RULES

Serial No.: 67575

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

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All approved analytes are listed below:

Acrylates	
Acrylonitrile	EPA 8260C
Amines	
1,2-Diphenylhydrazine	EPA 8270D
2-Nitroaniline	EPA 8270D
3-Nitroaniline	EPA 8270D
4-Chloroaniline	EPA 8270D
4-Nitroaniline	EPA 8270D
Aniline	EPA 625.1
	EPA 8270D
Carbazole	EPA 8270D
Pyridine	EPA 625.1
	EPA 8270D
Benzidines	
3,3'-Dichlorobenzidine	EPA 625.1
	EPA 8270D
Benzidine	EPA 625.1
	EPA 8270D
Chlorinated Hydrocarbons	
1,2,3-Trichlorobenzene	EPA 8260C
1,2,4,5-Tetrachlorobenzene	EPA 8270D
1,2,4-Trichlorobenzene	EPA 625.1
	EPA 8270D
2-Chloronaphthalene	EPA 625.1
	EPA 8270D
Hexachlorobenzene	EPA 625.1
	EPA 8270D

Serial No.: 67571

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All approved analytes are listed below:

Chlorinated Hydrocarbons	
Hexachlorobutadiene	EPA 625.1
	EPA 8270D
Hexachlorocyclopentadiene	EPA 625.1
	EPA 8270D
Hexachloroethane	EPA 625.1
	EPA 8270D
Fuel Oxygenates	
Methyl tert-butyl ether	EPA 8260C
	EPA 624.1
tert-butyl alcohol	EPA 8260C
	EPA 624.1
Haloethers	
2,2'-Oxybis(1-chloropropane)	EPA 625.1
	EPA 8270D
4-Bromophenylphenyl ether	EPA 625.1
	EPA 8270D
4-Chlorophenylphenyl ether	EPA 625.1
	EPA 8270D
Bis(2-chloroethoxy)methane	EPA 625.1
	EPA 8270D
Bis(2-chloroethyl)ether	EPA 625.1
	EPA 8270D
Metals I	
Barium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Cadmium, Total	EPA 200.7, Rev. 4.4 (1994)

Serial No.: 67571

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All approved analytes are listed below:

Metals I

Cadmium, Total	EPA 6010C
Calcium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Chromium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Copper, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Iron, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Lead, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Magnesium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Manganese, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Nickel, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Potassium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Silver, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Sodium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C

Metals II

Aluminum, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Antimony, Total	EPA 200.7, Rev. 4.4 (1994)

Serial No.: 67571

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Metals II	
Antimony, Total	EPA 6010C
Arsenic, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Beryllium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Mercury, Total	EPA 245.1, Rev. 3.0 (1994)
	EPA 7470A
Selenium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Vanadium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Zinc, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Metals III	
Cobalt, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Molybdenum, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Thallium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Mineral	
Hardness, Total	SM 2340B-2011
Miscellaneous	
Boron, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Specific Conductance	SM 2510B-2011

Serial No.: 67571

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NY Lab Id No: 10958

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All approved analytes are listed below:

Nitroaromatics and Isophorone	
2,4-Dinitrotoluene	EPA 625.1
	EPA 8270D
2,6-Dinitrotoluene	EPA 625.1
	EPA 8270D
Isophorone	EPA 625.1
	EPA 8270D
Nitrobenzene	EPA 625.1
	EPA 8270D
Nitrosoamines	
N-Nitrosodimethylamine	EPA 625.1
	EPA 8270D
N-Nitrosodi-n-propylamine	EPA 625.1
	EPA 8270D
N-Nitrosodiphenylamine	EPA 625.1
	EPA 8270D
Organophosphate Pesticides	
Atrazine	EPA 8270D
Petroleum Hydrocarbons	
Diesel Range Organics	EPA 8015D
Phthalate Esters	
Benzyl butyl phthalate	EPA 625.1
	EPA 8270D
Bis(2-ethylhexyl) phthalate	EPA 625.1
	EPA 8270D
Diethyl phthalate	EPA 625.1
	EPA 8270D

Serial No.: 67571

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NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

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

MR. STEVE DEVITO
PARADIGM ENVIRONMENTAL SERVICES INC
179 LAKE AVENUE
ROCHESTER, NY 14608

NY Lab Id No: 10958

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES NON POTABLE WATER
All approved analytes are listed below:

Phthalate Esters	
Dimethyl phthalate	EPA 625.1
	EPA 8270D
Di-n-butyl phthalate	EPA 625.1
	EPA 8270D
Di-n-octyl phthalate	EPA 625.1
	EPA 8270D
Polychlorinated Biphenyls	
Aroclor 1016 (PCB-1016)	EPA 8082A
	EPA 608.3
Aroclor 1221 (PCB-1221)	EPA 8082A
	EPA 608.3
Aroclor 1232 (PCB-1232)	EPA 8082A
	EPA 608.3
Aroclor 1242 (PCB-1242)	EPA 8082A
	EPA 608.3
Aroclor 1248 (PCB-1248)	EPA 8082A
	EPA 608.3
Aroclor 1254 (PCB-1254)	EPA 8082A
	EPA 608.3
Aroclor 1260 (PCB-1260)	EPA 8082A
	EPA 608.3
Aroclor 1262 (PCB-1262)	EPA 8082A
Aroclor 1268 (PCB-1268)	EPA 8082A
Polynuclear Aromatics	
Acenaphthene	EPA 625.1
	EPA 8270D

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Polynuclear Aromatics

Acenaphthylene	EPA 625.1
	EPA 8270D
Anthracene	EPA 625.1
	EPA 8270D
Benzo(a)anthracene	EPA 625.1
	EPA 8270D
Benzo(a)pyrene	EPA 625.1
	EPA 8270D
Benzo(b)fluoranthene	EPA 625.1
	EPA 8270D
Benzo(g,h,i)perylene	EPA 625.1
	EPA 8270D
Benzo(k)fluoranthene	EPA 625.1
	EPA 8270D
Chrysene	EPA 625.1
	EPA 8270D
Dibenzo(a,h)anthracene	EPA 625.1
	EPA 8270D
Fluoranthene	EPA 625.1
	EPA 8270D
Fluorene	EPA 625.1
	EPA 8270D
Indeno(1,2,3-cd)pyrene	EPA 625.1
	EPA 8270D
Naphthalene	EPA 625.1
	EPA 8270D
Phenanthrene	EPA 625.1

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Polynuclear Aromatics

Phenanthrene	EPA 8270D
Pyrene	EPA 625.1
	EPA 8270D

Priority Pollutant Phenols

2,3,4,6 Tetrachlorophenol	EPA 8270D
2,4,5-Trichlorophenol	EPA 625.1
	EPA 8270D
2,4,6-Trichlorophenol	EPA 625.1
	EPA 8270D
2,4-Dichlorophenol	EPA 625.1
	EPA 8270D
2,4-Dimethylphenol	EPA 625.1
	EPA 8270D
2,4-Dinitrophenol	EPA 625.1
	EPA 8270D
2,6-Dichlorophenol	EPA 8270D
2-Chlorophenol	EPA 625.1
	EPA 8270D
2-Methyl-4,6-dinitrophenol	EPA 625.1
	EPA 8270D
2-Methylphenol	EPA 625.1
	EPA 8270D
2-Nitrophenol	EPA 625.1
	EPA 8270D
4-Chloro-3-methylphenol	EPA 625.1
	EPA 8270D
4-Methylphenol	EPA 625.1

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Priority Pollutant Phenols	
4-Methylphenol	EPA 8270D
4-Nitrophenol	EPA 625.1
	EPA 8270D
Cresols, Total	EPA 8270D
Pentachlorophenol	EPA 625.1
	EPA 8270D
Phenol	EPA 625.1
	EPA 8270D
Residue	
Settleable Solids	SM 2540 F-2015
Semi-Volatile Organics	
1,1'-Biphenyl	EPA 8270D
1,2-Dichlorobenzene, Semi-volatile	EPA 8270D
1,3-Dichlorobenzene, Semi-volatile	EPA 8270D
1,4-Dichlorobenzene, Semi-volatile	EPA 8270D
2-Methylnaphthalene	EPA 8270D
Acetophenone	EPA 625.1
	EPA 8270D
Benzaldehyde	EPA 8270D
Benzoic Acid	EPA 8270D
Benzyl alcohol	EPA 8270D
Caprolactam	EPA 8270D
Dibenzofuran	EPA 8270D
Volatile Aromatics	
1,2,4-Trichlorobenzene, Volatile	EPA 8260C
1,2,4-Trimethylbenzene	EPA 8260C

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Volatile Aromatics

1,2-Dichlorobenzene	EPA 8260C
	EPA 624.1
1,3,5-Trimethylbenzene	EPA 8260C
1,3-Dichlorobenzene	EPA 8260C
	EPA 624.1
1,4-Dichlorobenzene	EPA 8260C
	EPA 624.1
2-Chlorotoluene	EPA 8260C
4-Chlorotoluene	EPA 8260C
Benzene	EPA 8260C
	EPA 624.1
Bromobenzene	EPA 8260C
Chlorobenzene	EPA 8260C
	EPA 624.1
Ethyl benzene	EPA 8260C
	EPA 624.1
Isopropylbenzene	EPA 8260C
m/p-Xylenes	EPA 8260C
	EPA 624.1
Naphthalene, Volatile	EPA 8260C
n-Butylbenzene	EPA 8260C
n-Propylbenzene	EPA 8260C
o-Xylene	EPA 8260C
	EPA 624.1
p-Isopropyltoluene (P-Cymene)	EPA 8260C
sec-Butylbenzene	EPA 8260C
Styrene	EPA 8260C

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Volatile Aromatics

Styrene	EPA 624.1
tert-Butylbenzene	EPA 8260C
Toluene	EPA 8260C
	EPA 624.1
Total Xylenes	EPA 8260C
	EPA 624.1

Volatile Halocarbons

1,1,1,2-Tetrachloroethane	EPA 8260C
1,1,1-Trichloroethane	EPA 8260C
	EPA 624.1
1,1,2,2-Tetrachloroethane	EPA 8260C
	EPA 624.1
1,1,2-Trichloro-1,2,2-Trifluoroethane	EPA 8260C
1,1,2-Trichloroethane	EPA 8260C
	EPA 624.1
1,1-Dichloroethane	EPA 8260C
	EPA 624.1
1,1-Dichloroethene	EPA 8260C
	EPA 624.1
1,1-Dichloropropene	EPA 8260C
1,2,3-Trichloropropane	EPA 8260C
1,2-Dibromo-3-chloropropane	EPA 8260C
1,2-Dibromoethane	EPA 8260C
1,2-Dichloroethane	EPA 8260C
	EPA 624.1
1,2-Dichloropropane	EPA 8260C
	EPA 624.1

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Volatile Halocarbons

1,3-Dichloropropane	EPA 8260C
2,2-Dichloropropane	EPA 8260C
2-Chloroethylvinyl ether	EPA 624.1
Bromochloromethane	EPA 8260C
Bromodichloromethane	EPA 8260C
	EPA 624.1
Bromoform	EPA 8260C
	EPA 624.1
Bromomethane	EPA 8260C
	EPA 624.1
Carbon tetrachloride	EPA 8260C
	EPA 624.1
Chloroethane	EPA 8260C
	EPA 624.1
Chloroform	EPA 8260C
	EPA 624.1
Chloromethane	EPA 8260C
	EPA 624.1
cis-1,2-Dichloroethene	EPA 8260C
	EPA 624.1
cis-1,3-Dichloropropene	EPA 8260C
	EPA 624.1
Dibromochloromethane	EPA 8260C
	EPA 624.1
Dibromomethane	EPA 8260C
Dichlorodifluoromethane	EPA 8260C
	EPA 624.1

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Volatile Halocarbons

Hexachlorobutadiene, Volatile	EPA 8260C
Methylene chloride	EPA 8260C
	EPA 624.1
Tetrachloroethene	EPA 8260C
	EPA 624.1
trans-1,2-Dichloroethene	EPA 8260C
	EPA 624.1
trans-1,3-Dichloropropene	EPA 8260C
	EPA 624.1
Trichloroethene	EPA 8260C
	EPA 624.1
Trichlorofluoromethane	EPA 8260C
	EPA 624.1
Vinyl chloride	EPA 8260C
	EPA 624.1

Volatiles Organics

1,4-Dioxane	EPA 8260C
	EPA 8270D SIM
2-Butanone (Methylethyl ketone)	EPA 8260C
2-Hexanone	EPA 8260C
4-Methyl-2-Pentanone	EPA 8260C
Acetone	EPA 8260C
	EPA 624.1
Carbon Disulfide	EPA 8260C
Cyclohexane	EPA 8260C
Isopropanol	EPA 8260C
Methyl acetate	EPA 8260C

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Volatiles Organics

Methyl cyclohexane	EPA 8260C
Vinyl acetate	EPA 8260C
	EPA 624.1

Sample Preparation Methods

	EPA 5030C
	EPA 3005A
	EPA 3510C

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All approved analytes are listed below:

Acrylates	
Acrylonitrile	EPA 8260C
Amines	
1,2-Diphenylhydrazine	EPA 8270D
2-Nitroaniline	EPA 8270D
3-Nitroaniline	EPA 8270D
4-Chloroaniline	EPA 8270D
4-Nitroaniline	EPA 8270D
Aniline	EPA 8270D
Carbazole	EPA 8270D
Benzidines	
3,3'-Dichlorobenzidine	EPA 8270D
Benzidine	EPA 8270D
Characteristic Testing	
Corrosivity (pH)	EPA 9040C
	EPA 9045D
Free Liquids	EPA 9095B
Ignitability	EPA 1030
	EPA 1010A
Synthetic Precipitation Leaching Proc.	EPA 1312
TCLP	EPA 1311
Chlorinated Hydrocarbon Pesticides	
Atrazine	EPA 8270D
Chlorinated Hydrocarbons	
1,2,3-Trichlorobenzene	EPA 8260C
1,2,4,5-Tetrachlorobenzene	EPA 8270D

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All approved analytes are listed below:

Chlorinated Hydrocarbons

1,2,4-Trichlorobenzene	EPA 8270D
2-Chloronaphthalene	EPA 8270D
Hexachlorobenzene	EPA 8270D
Hexachlorobutadiene	EPA 8270D
Hexachlorocyclopentadiene	EPA 8270D
Hexachloroethane	EPA 8270D

Haloethers

2,2'-Oxybis(1-chloropropane)	EPA 8270D
4-Bromophenylphenyl ether	EPA 8270D
4-Chlorophenylphenyl ether	EPA 8270D
Bis(2-chloroethoxy)methane	EPA 8270D
Bis(2-chloroethyl)ether	EPA 8270D

Metals I

Barium, Total	EPA 6010C
Cadmium, Total	EPA 6010C
Calcium, Total	EPA 6010C
Chromium, Total	EPA 6010C
Copper, Total	EPA 6010C
Iron, Total	EPA 6010C
Lead, Total	EPA 6010C
Magnesium, Total	EPA 6010C
Manganese, Total	EPA 6010C
Nickel, Total	EPA 6010C
Potassium, Total	EPA 6010C
Silver, Total	EPA 6010C
Sodium, Total	EPA 6010C

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Metals II

Aluminum, Total	EPA 6010C
Antimony, Total	EPA 6010C
Arsenic, Total	EPA 6010C
Beryllium, Total	EPA 6010C
Mercury, Total	EPA 7471B
Selenium, Total	EPA 6010C
Vanadium, Total	EPA 6010C
Zinc, Total	EPA 6010C

Metals III

Cobalt, Total	EPA 6010C
Molybdenum, Total	EPA 6010C
Thallium, Total	EPA 6010C

Miscellaneous

Boron, Total	EPA 6010C

Nitroaromatics and Isophorone

2,4-Dinitrotoluene	EPA 8270D
2,6-Dinitrotoluene	EPA 8270D
Isophorone	EPA 8270D
Nitrobenzene	EPA 8270D
Pyridine	EPA 8270D

Nitrosoamines

N-Nitrosodimethylamine	EPA 8270D
N-Nitrosodi-n-propylamine	EPA 8270D
N-Nitrosodiphenylamine	EPA 8270D

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Petroleum Hydrocarbons	
Diesel Range Organics	EPA 8015D
Phthalate Esters	
Benzyl butyl phthalate	EPA 8270D
Bis(2-ethylhexyl) phthalate	EPA 8270D
Diethyl phthalate	EPA 8270D
Dimethyl phthalate	EPA 8270D
Di-n-butyl phthalate	EPA 8270D
Di-n-octyl phthalate	EPA 8270D
Polychlorinated Biphenyls	
Aroclor 1016 (PCB-1016)	EPA 8082A
Aroclor 1016 (PCB-1016) in Oil	EPA 8082A
Aroclor 1221 (PCB-1221)	EPA 8082A
Aroclor 1221 (PCB-1221) in Oil	EPA 8082A
Aroclor 1232 (PCB-1232)	EPA 8082A
Aroclor 1232 (PCB-1232) in Oil	EPA 8082A
Aroclor 1242 (PCB-1242)	EPA 8082A
Aroclor 1242 (PCB-1242) in Oil	EPA 8082A
Aroclor 1248 (PCB-1248)	EPA 8082A
Aroclor 1248 (PCB-1248) in Oil	EPA 8082A
Aroclor 1254 (PCB-1254)	EPA 8082A
Aroclor 1254 (PCB-1254) in Oil	EPA 8082A
Aroclor 1260 (PCB-1260)	EPA 8082A
Aroclor 1260 (PCB-1260) in Oil	EPA 8082A
Aroclor 1262 (PCB-1262)	EPA 8082A
Aroclor 1262 (PCB-1262) in Oil	EPA 8082A
Aroclor 1268 (PCB-1268)	EPA 8082A

Serial No.: 67733

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NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2023
Revised April 05, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

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

MR. STEVE DEVITO
PARADIGM ENVIRONMENTAL SERVICES INC
179 LAKE AVENUE
ROCHESTER, NY 14608

NY Lab Id No: 10958

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:

Polychlorinated Biphenyls

Aroclor 1268 (PCB-1268) in Oil	EPA 8082A

Polynuclear Aromatic Hydrocarbons

Acenaphthene	EPA 8270D
Acenaphthylene	EPA 8270D
Anthracene	EPA 8270D
Benzo(a)anthracene	EPA 8270D
Benzo(a)pyrene	EPA 8270D
Benzo(b)fluoranthene	EPA 8270D
Benzo(g,h,i)perylene	EPA 8270D
Benzo(k)fluoranthene	EPA 8270D
Chrysene	EPA 8270D
Dibenzo(a,h)anthracene	EPA 8270D
Fluoranthene	EPA 8270D
Fluorene	EPA 8270D
Indeno(1,2,3-cd)pyrene	EPA 8270D
Naphthalene	EPA 8270D
Phenanthrene	EPA 8270D
Pyrene	EPA 8270D

Priority Pollutant Phenols

2,3,4,6 Tetrachlorophenol	EPA 8270D
2,4,5-Trichlorophenol	EPA 8270D
2,4,6-Trichlorophenol	EPA 8270D
2,4-Dichlorophenol	EPA 8270D
2,4-Dimethylphenol	EPA 8270D
2,4-Dinitrophenol	EPA 8270D
2,6-Dichlorophenol	EPA 8270D

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All approved analytes are listed below:

Priority Pollutant Phenols

2-Chlorophenol	EPA 8270D
2-Methyl-4,6-dinitrophenol	EPA 8270D
2-Methylphenol	EPA 8270D
2-Nitrophenol	EPA 8270D
4-Chloro-3-methylphenol	EPA 8270D
4-Methylphenol	EPA 8270D
4-Nitrophenol	EPA 8270D
Pentachlorophenol	EPA 8270D
Phenol	EPA 8270D

Semi-Volatile Organics

1,1'-Biphenyl	EPA 8270D
1,2-Dichlorobenzene, Semi-volatile	EPA 8270D
1,3-Dichlorobenzene, Semi-volatile	EPA 8270D
1,4-Dichlorobenzene, Semi-volatile	EPA 8270D
2-Methylnaphthalene	EPA 8270D
Acetophenone	EPA 8270D
Benzaldehyde	EPA 8270D
Benzoic Acid	EPA 8270D
Benzyl alcohol	EPA 8270D
Caprolactam	EPA 8270D
Dibenzofuran	EPA 8270D

Volatile Aromatics

1,2,4-Trichlorobenzene, Volatile	EPA 8260C
1,2,4-Trimethylbenzene	EPA 8260C
1,2-Dichlorobenzene	EPA 8260C
1,3,5-Trimethylbenzene	EPA 8260C

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All approved analytes are listed below:

Volatile Aromatics

1,3-Dichlorobenzene	EPA 8260C
1,4-Dichlorobenzene	EPA 8260C
2-Chlorotoluene	EPA 8260C
4-Chlorotoluene	EPA 8260C
Benzene	EPA 8260C
Bromobenzene	EPA 8260C
Chlorobenzene	EPA 8260C
Ethyl benzene	EPA 8260C
Isopropylbenzene	EPA 8260C
m/p-Xylenes	EPA 8260C
Naphthalene, Volatile	EPA 8260C
n-Butylbenzene	EPA 8260C
n-Propylbenzene	EPA 8260C
o-Xylene	EPA 8260C
p-Isopropyltoluene (P-Cymene)	EPA 8260C
sec-Butylbenzene	EPA 8260C
Styrene	EPA 8260C
tert-Butylbenzene	EPA 8260C
Toluene	EPA 8260C
Total Xylenes	EPA 8260C

Volatile Halocarbons

1,1,1,2-Tetrachloroethane	EPA 8260C
1,1,1-Trichloroethane	EPA 8260C
1,1,2,2-Tetrachloroethane	EPA 8260C
1,1,2-Trichloro-1,2,2-Trifluoroethane	EPA 8260C
1,1,2-Trichloroethane	EPA 8260C
1,1-Dichloroethane	EPA 8260C

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All approved analytes are listed below:

Volatile Halocarbons

1,1-Dichloroethene	EPA 8260C
1,1-Dichloropropene	EPA 8260C
1,2,3-Trichloropropane	EPA 8260C
1,2-Dibromo-3-chloropropane	EPA 8260C
1,2-Dibromoethane	EPA 8260C
1,2-Dichloroethane	EPA 8260C
1,2-Dichloropropane	EPA 8260C
1,3-Dichloropropane	EPA 8260C
2,2-Dichloropropane	EPA 8260C
Bromochloromethane	EPA 8260C
Bromodichloromethane	EPA 8260C
Bromoform	EPA 8260C
Bromomethane	EPA 8260C
Carbon tetrachloride	EPA 8260C
Chloroethane	EPA 8260C
Chloroform	EPA 8260C
Chloromethane	EPA 8260C
cis-1,2-Dichloroethene	EPA 8260C
cis-1,3-Dichloropropene	EPA 8260C
Dibromochloromethane	EPA 8260C
Dibromomethane	EPA 8260C
Dichlorodifluoromethane	EPA 8260C
Methylene chloride	EPA 8260C
Tetrachloroethene	EPA 8260C
trans-1,2-Dichloroethene	EPA 8260C
trans-1,3-Dichloropropene	EPA 8260C
Trichloroethene	EPA 8260C

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All approved analytes are listed below:

Volatile Halocarbons

Trichlorofluoromethane	EPA 8260C
Vinyl chloride	EPA 8260C

Volatile Organics

1,4-Dioxane	EPA 8260C
	EPA 8270D SIM
2-Butanone (Methylethyl ketone)	EPA 8260C
2-Hexanone	EPA 8260C
4-Methyl-2-Pentanone	EPA 8260C
Acetone	EPA 8260C
Carbon Disulfide	EPA 8260C
Cyclohexane	EPA 8260C
Isopropanol	EPA 8260C
Methyl acetate	EPA 8260C
Methyl cyclohexane	EPA 8260C
Methyl tert-butyl ether	EPA 8260C
tert-butyl alcohol	EPA 8260C
Vinyl acetate	EPA 8260C

Sample Preparation Methods

	EPA 5035A-L
	EPA 5035A-H
	EPA 3580A
	EPA 3050B
	EPA 3546

Serial No.: 67733

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ROCHESTER, NY 14608

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ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Lead in Dust Wipes	EPA 6010C
Lead in Paint	EPA 6010C

Sample Preparation Methods

	EPA 3050B

Serial No.: 67573

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KEYSTONE
ENVIRONMENTAL SERVICES

A Division of Keystone Material Testing, LLC

Kenneth D. Ellsworth, P.E.
Managing Member

Richard J. Tarnowski, CEP, CEI
Member

September 11, 2023

Mr. Paul Bedford, AIA, Member
c/o Keystone Associates Architects, Engineers & Surveyors LLC
58 Exchange Street
Binghamton, New York 13901

Re: Lead Based Paint XRF Testing Report
Newark Valley Central School District
2023 Capital Project – Phase II
Newark Valley High School
68 Wilson Creek Road
Newark Valley, New York 13811
SED Project No. 60-04-02-04-0-007-022
KES Project No. 0100.23222.2.C.2

Dear Mr. Bedford:

Attached please find your "Lead Based Paint XRF Testing Report" for your above noted project site. Included in this report is the survey description, sampling protocol/assessment methods, XRF test results and identification of lead based paint, if present.

Please keep this report with your permanent records for the above noted site and reference the previous "Lead Based Paint XRF Testing Report" dated April 12, 2016 for a summary of prior analytical findings.

Thank you for allowing Keystone Environmental Services to participate in your environmental project. Please feel free to contact our office if you have any questions or require additional assistance.

Sincerely,

Richard Tarnowski, C.E.P., C.E.I.
Member/Director of Environmental Services
USEPA Lead Certification NY-R-5084-3

Enclosures

RJT:ad

T:\Projects\2022\0100 - KA\0100.23222 - NCVSD Env Services\0100.23222.2 - Phase II\0100.23222.2C - HS\0100.23222.2.C.2 - Lead\Lead\KES Letterhead_2020.docx

Corporate Office
58 Exchange Street
Binghamton, New York 13901
Phone: 607.723.5117 / 607.770.9098
Fax: 607.729.5154
E-mail: info@kescomp.com
www.kescomp.com

Lead-Based Paint XRF Testing Report

Prepared For:

Keystone Environmental Services
58 Exchange Street
Binghamton, NY 13901

Project:

Newark Valley High School
68 Wilson Creek Road
Newark Valley, NY 13811

Conducted by:

Daryl Heffron
LBP-R-121052-2

Eco-Testing Services, LLC.
213 Sydney Terrace
Newfield, NY 14867

8/30/2023

8/30/2023

To:
Tim Marble
Keystone Environmental Services
58 Exchange Street
Binghamton, NY 13091

RE: Newark Valley High School
68 Wilson Creek Road
Newark Valley, NY 13811

Dear Tim:
On August 25 & 29th, 2023, Eco-Testing Services conducted XRF testing for the presence of lead-based paint, as directed by Keystone Environmental Services, at the above captioned location.

The instruments were operated with the guidance from the Performance Characteristics Sheets published by the US Department of HUD and the results classified as positive or negative based the HUD action level of 1.00 mg/cm². Results less than 1.00 mg/cm² are considered negative and results greater than 1.00 mg/cm² are considered positive. For renovation purposes, as well as OSHA implications, it should be noted the lead present in levels less than 1.00 mg/cm² could generate dust that exceeds acceptable levels depending on the renovation or demolition being performed. For OSHA purposes, there are no accepted standards other than "zero" for lead content in surfaces that are affected so as to release lead in the form of dust. XRF readings at the lower end of the range (close to zero) are less likely to create toxic situations. XRF readings with negative prefixes correlate to very low lead levels in that particular surface. For conclusive, task-oriented results, contractors should follow all applicable OSHA requirements found in regulation 1926.62.

The walls in each space oriented in a clockwise fashion, with wall #1 oriented to the front of the building. Please refer to the building plans for clarification. An "NA" indicates that the room was not accessible during testing, and "NP" indicates that there were no painted surfaces within that space. During the testing procedures, Eco-Testing personnel were able to gain access to most of the designated spaces and tested the selected rooms that were requested.

Summary of Positive Findings

LOCATION ADDRESS: 68 Wilson Creek Road, Newark Valley, NY 13811

Positive test results for the presence of lead-based paint in concentrations equal to or greater than 1.00 mg/cm² are:

Positive components by substrate:

Building 1

No Positives Identified

If you have any questions regarding this report, please feel free to give us a call at any time.

Sincerely Yours,

Daryl Heffron Eco-Testing Services, LLC

Floor Plans

CRAWL SPACE

CRAWL SPACE

CRAWL SPACE

CRAWL SPACE

ELECTRICAL
H005.2
128 SF

EFE

MECHANICAL
H005

EFE

DN

STAIR
H005.1
141 SF

EFE

BOILER ROOM
H004.5
1,823 SF

20

EFE

JANITOR
H004.1

TOILET
H004.2
24 SF

19

STORAGE
H004.6
118 SF

EFE

STORAGE
H004.4
321 SF

EFE

STAIR
H004.3
91 SF

STAIR
H001

STORAGE
H002.1
325 SF

SHOWER
H002.6
271 SF

CORRIDOR
H002.8
61 SF

TOILET
H002.5
184 SF

TOILET
H002.2
37 SF

PE OFFICE
H002.1
187 SF

21

GIRLS LOCKER ROOM
H002

CORRIDOR
H001.1

JAN
H002.3
15 SF

STORAGE
H002.4
46 SF

ELEV.
H001.5

ELEVATOR MACH.
H003.3
40 SF

EFE

LAUNDRY/ STORAGE
H001.6
228 SF

EFE

VEST. EWLT.
H001.4

EFE

STORAGE
H003.6
44 SF

JAN
H003.5
15 SF

SPORTS STORAGE
H003.4
55 SF

STAIR
H001.3

22

PE OFFICE
H003.1
85 SF

BOYS LOCKER ROOM
H003

TOILET
H003.2
55 SF

TOILET
H003.7
136 SF

SHOWER
H003.8
258 SF

STORAGE
H003.9
158 SF

STAIR
H001.2
184 SF

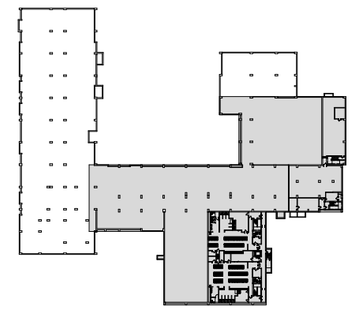
1 A100 BASEMENT FLOOR PLAN
1/8" = 1'-0"

PLAN NORTH

BUILDING AGE LEGEND

1968 ORIGINAL BUILDING

2005 ADDITION



FIRST FLOOR KEY PLAN

PLAN NORTH

11/7/2022 11:22:02 AM

58 Exchange Street
Binghamton, New York 13901
Phone: 607.722.1100
Fax: 607.722.2515
Email: info@keystoneapc.com
www.keystoneapc.com

KEYSTONE ASSOCIATES
ARCHITECTS, ENGINEERS AND SURVEYORS, LLC

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NO.	REVISIONS AND DESCRIPTIONS	DATE:

NEWARK VALLEY CENTRAL SCHOOL DISTRICT
HIGH SCHOOL
68 WILSON CREEK ROAD
TIOGA COUNTY, NY

EXISTING BASEMENT FLOOR PLAN

SHEET NO.
A100

PROJECT NO.
1823.24221

DATE:
03/24/2022

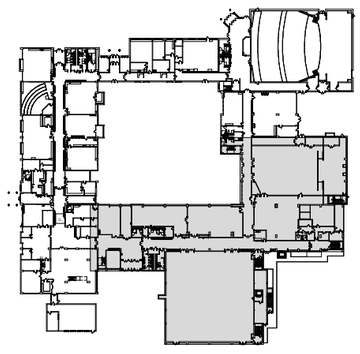
CAD FILE NO.: High School_RVT20.rvt

PREP ROOM H121.1
SCIENCE H121
BREAK H117.2
GLNG H113.1
STORAGE H113.4
STORAGE H115.4
OFFICE H111
STORAGE H111.2
MENS TOILET H109.4
FOYER H109.2
WOMENS TOILET H104.3
OFFICE H109.1
WELLNESS CENTER H109
COURTYARD H
CORRIDOR H115
STAIR H115.1
LIBRARY/ MEDIA CENTER H114
VESTIBULE H115.2
JANITOR H110.2
WOMEN H110.11
MEN H110.3
INFORMATION TECHNOLOGY CENTER H114.5
GYMNASIUM H108
CORRIDOR H110
WRESTLING H107
BOYS TOILET H100.2
STAIR H100.1
CORRIDOR H100
BREAK ROOM H103.2
STAIR H108.1
ELEV H110.4
ELEV SHAFT H108.6
ELEV ALCOVE H108.5
STAIR H108.4
STORAGE H108.3
STAIR H108.2
STORAGE H103.5
STORAGE H103.5
STORAGE H103.6
MULTIPURPOSE ROOM H103
PLATFORM H103.3
STAIR H103.4
DISH WASH H104.2
SERVING H104.1
REFRIGERATOR H104.3
FREEZER H104.4
KITCHEN H104
STORAGE H105.2
LOADING ROCK H105.1
SCHOOL LUNCH H104.6
CORRIDOR H104.5
CORRIDOR H105
JANITOR H104.7
CONCESSION H110.5
LOCKERS H104.8
STORAGE H105.3
BREAK ROOM H105.4
TOILET H104.9
CORRIDOR H106
STAIR H106.1
EFEC
EFE
RVN
1 / A102 MATCH LINE
1 / A103 MATCH LINE
MATCH LINE 2 / A103
MATCH LINE 2 / A103
15
16
17
18
23

BUILDING AGE LEGEND

1969 ORIGINAL BUILDING

2005 ADDITION



FIRST FLOOR KEY PLAN

PLAN NORTH

1 A101 FIRST FLOOR PLAN 1/8" = 1'-0"

PLAN NORTH

11/7/2022 11:22:07 AM

58 Exchange Street
Binghamton, New York 13901
Phone: 607.722.1100
Fax: 607.722.2515
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www.keystoneamps.com

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ARCHITECTS, ENGINEERS AND SURVEYORS, LLC

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NO.	REVISIONS AND DESCRIPTIONS	DATE:

NEWARK VALLEY CENTRAL SCHOOL DISTRICT

HIGH SCHOOL

68 WILSON CREEK ROAD TIOGA COUNTY, NY

EXISTING FIRST FLOOR PLAN

SHEET NO.
A101

PROJECT NO.
1823.24221

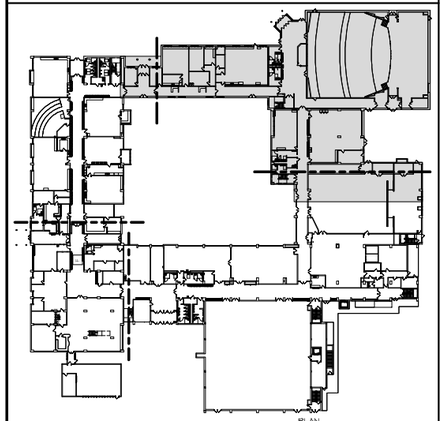
DATE: 03/24/2022

CAD FILE NO.: High School_RVT20.rvt

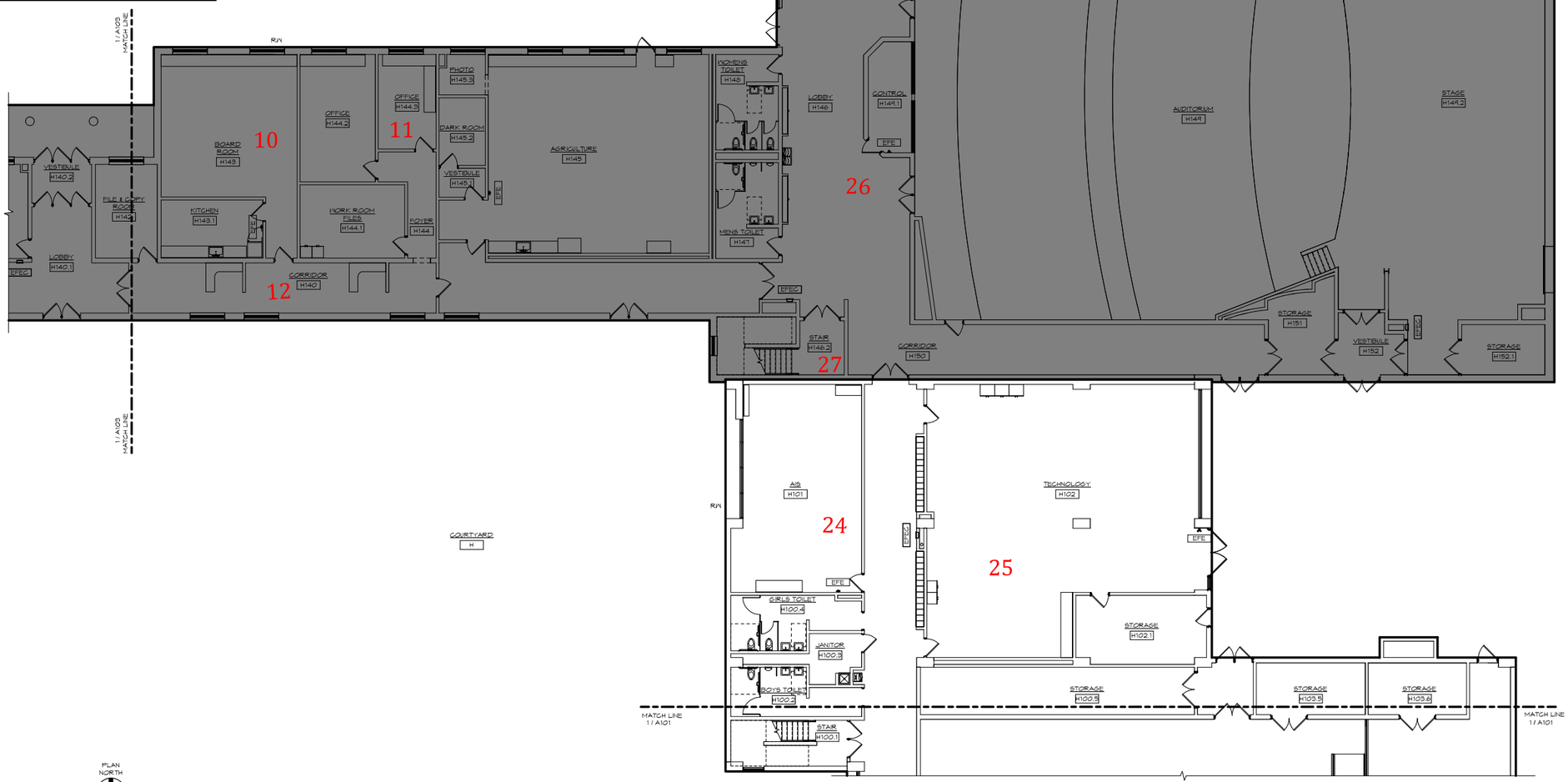
BUILDING AGE LEGEND

1969 ORIGINAL BUILDING

2005 ADDITION



FIRST FLOOR KEY PLAN



1 / A102 FIRST FLOOR PLAN
1/8" = 1'-0"

PLAN NORTH

11/7/2022 11:22:10 AM

58 Exchange Street
Binghamton, New York 13901
Phone: 607.722.1100
Fax: 607.722.2515
Email: info@keysys.com
www.keysys.com

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HIGH SCHOOL
68 WILSON CREEK ROAD
TIOGA COUNTY, NY

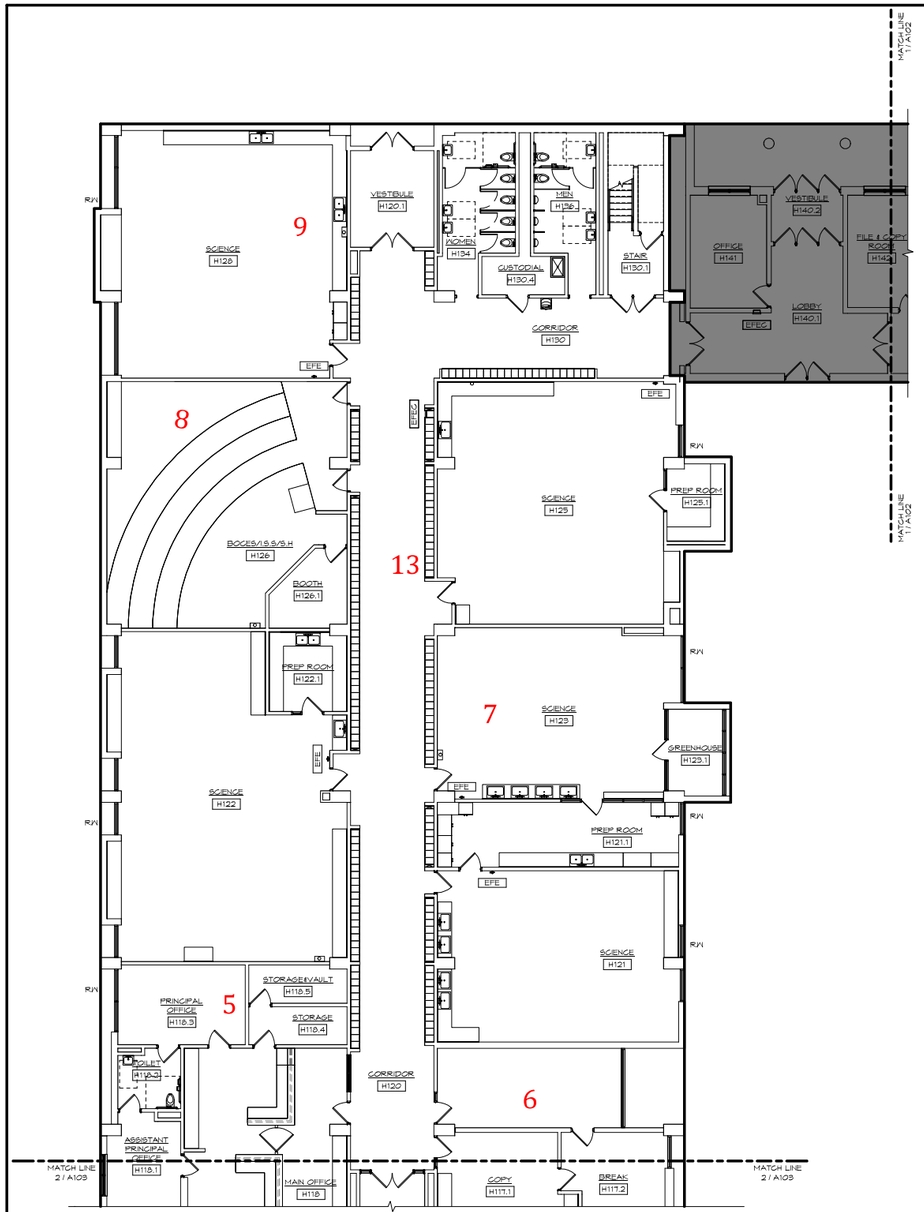
EXISTING FIRST FLOOR PLAN

SHEET NO.
A102

PROJECT NO.
1823_24221

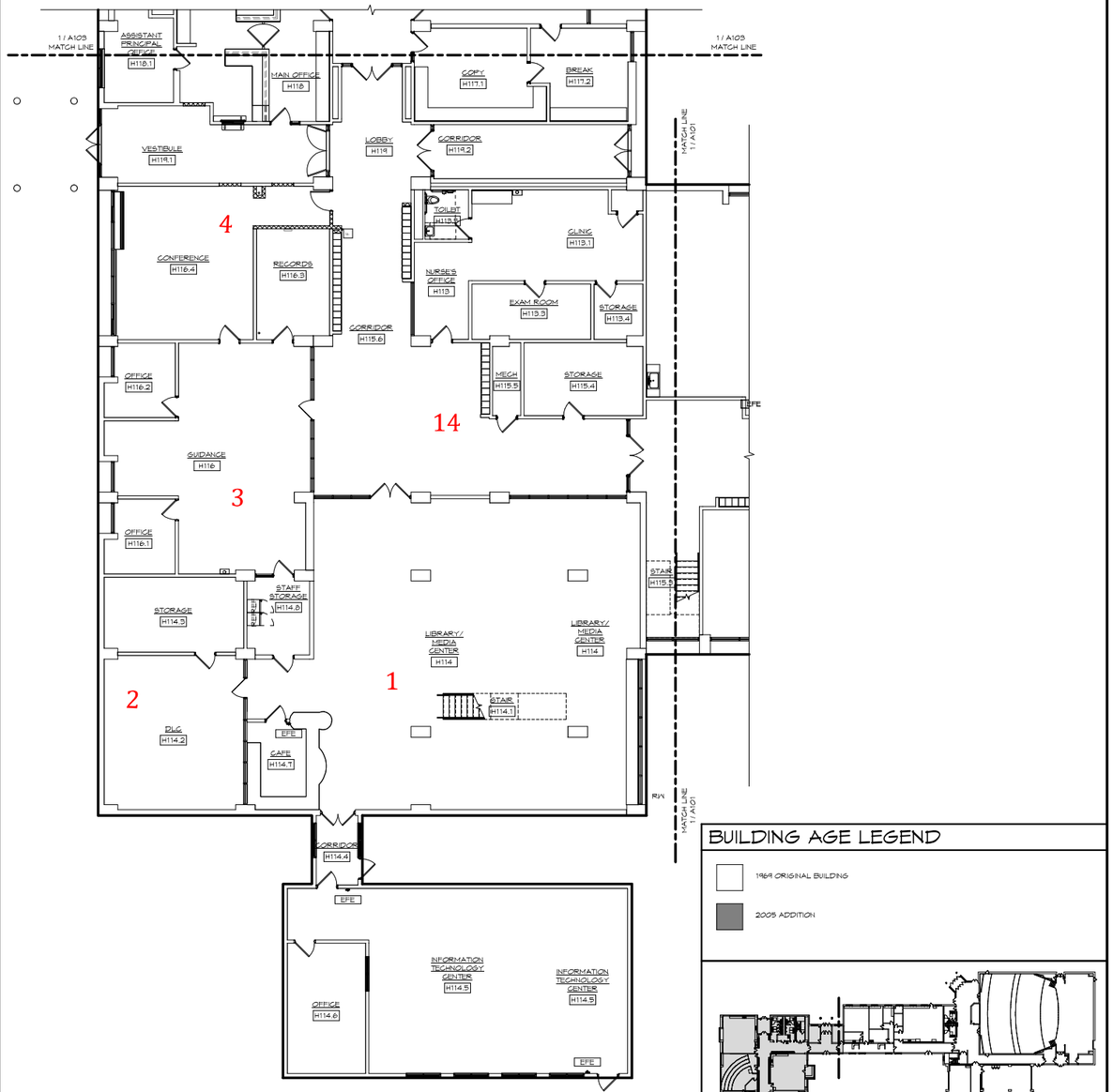
DATE: 03/24/2022

CAD FILE NO.: High School_RVT20.rvt



1 / A103 FIRST FLOOR PLAN
1/8" = 1'-0"

PLAN NORTH



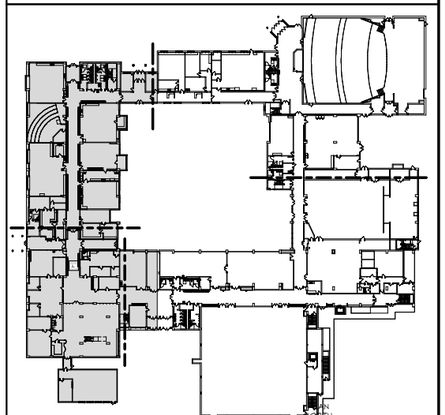
2 / A103 FIRST FLOOR PLAN
1/8" = 1'-0"

PLAN NORTH

BUILDING AGE LEGEND

1968 ORIGINAL BUILDING

2005 ADDITION



FIRST FLOOR KEY PLAN

PLAN NORTH

11/7/2022 11:22:13 AM

58 Fleshery Street
Binghamton, New York 13901
Phone: 607.722.1100
Fax: 607.722.2515
Email: info@keystoneamp.com
www.keystoneamp.com

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NO.	REVISIONS AND DESCRIPTIONS	DATE

NEWARK VALLEY CENTRAL SCHOOL DISTRICT

HIGH SCHOOL

68 WILSON CREEK ROAD

TIOGA COUNTY, NY

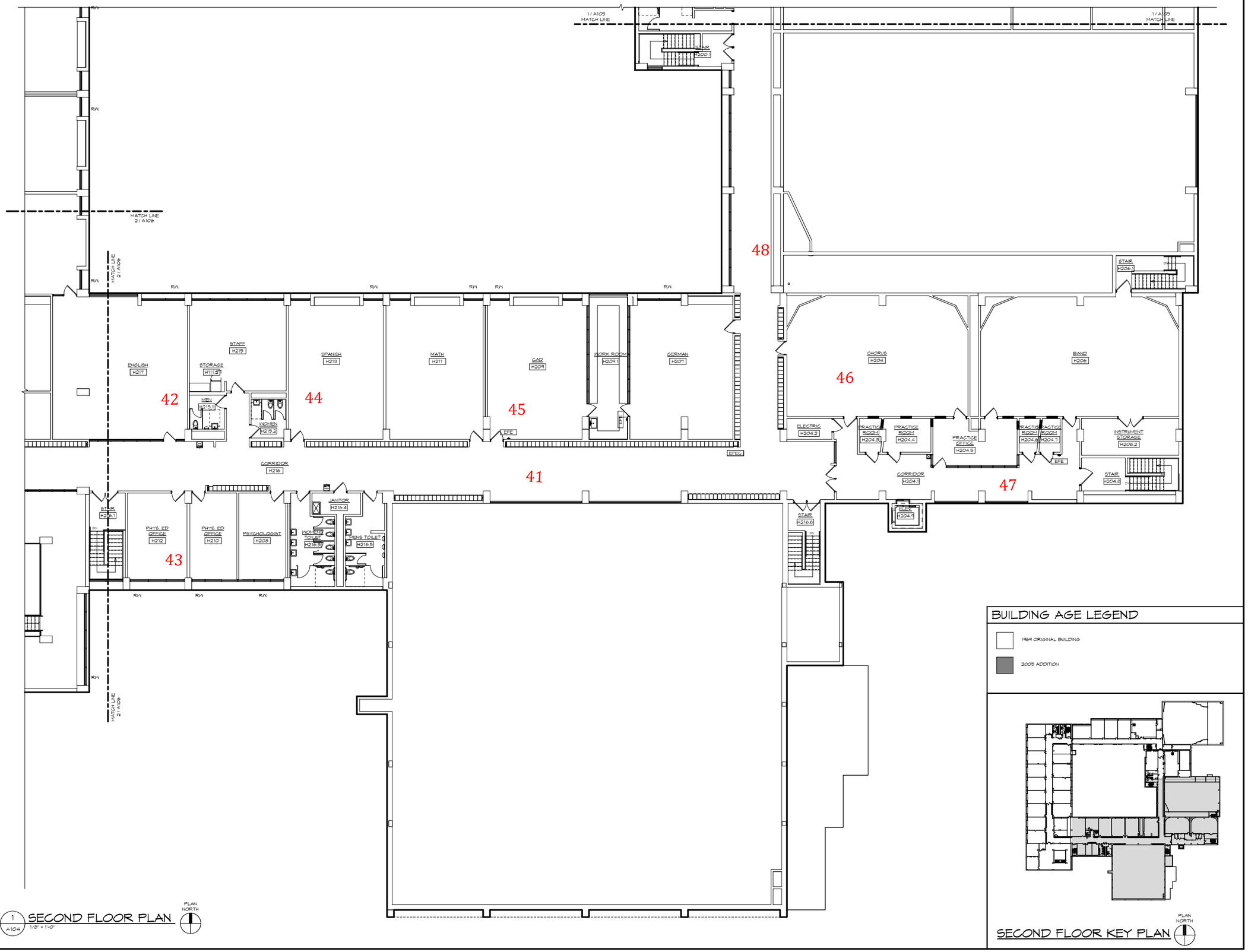
EXISTING FIRST FLOOR PLAN

SHEET NO.
A103

PROJECT NO.
1823.24221

DATE: 03/24/2022

CAD FILE NO.: High School_RVT20.rvt



1 / A104 SECOND FLOOR PLAN
1/8" = 1'-0"

PLAN NORTH

BUILDING AGE LEGEND

1968 ORIGINAL BUILDING

2003 ADDITION

SECOND FLOOR KEY PLAN

PLAN NORTH

11/7/2022 11:22:17 AM

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NEWARK VALLEY CENTRAL SCHOOL DISTRICT

HIGH SCHOOL

68 WILSON CREEK ROAD

TIOGA COUNTY, NY

EXISTING SECOND FLOOR PLAN

SHEET NO.
A104

PROJECT NO.
1823_24221

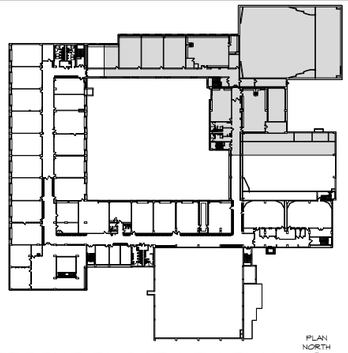
DATE: 03/24/2022

CAD FILE NO.: High School_AV120.rvt

BUILDING AGE LEGEND

1969 ORIGINAL BUILDING

2005 ADDITION



PLAN NORTH

SECOND FLOOR KEY PLAN



1 / A105 SECOND FLOOR PLAN

1/8" = 1'-0"

PLAN NORTH

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NO.	REVISIONS AND DESCRIPTIONS	DATE

NEWARK VALLEY CENTRAL SCHOOL DISTRICT

HIGH SCHOOL

68 WILSON CREEK ROAD

TIOGA COUNTY, NY

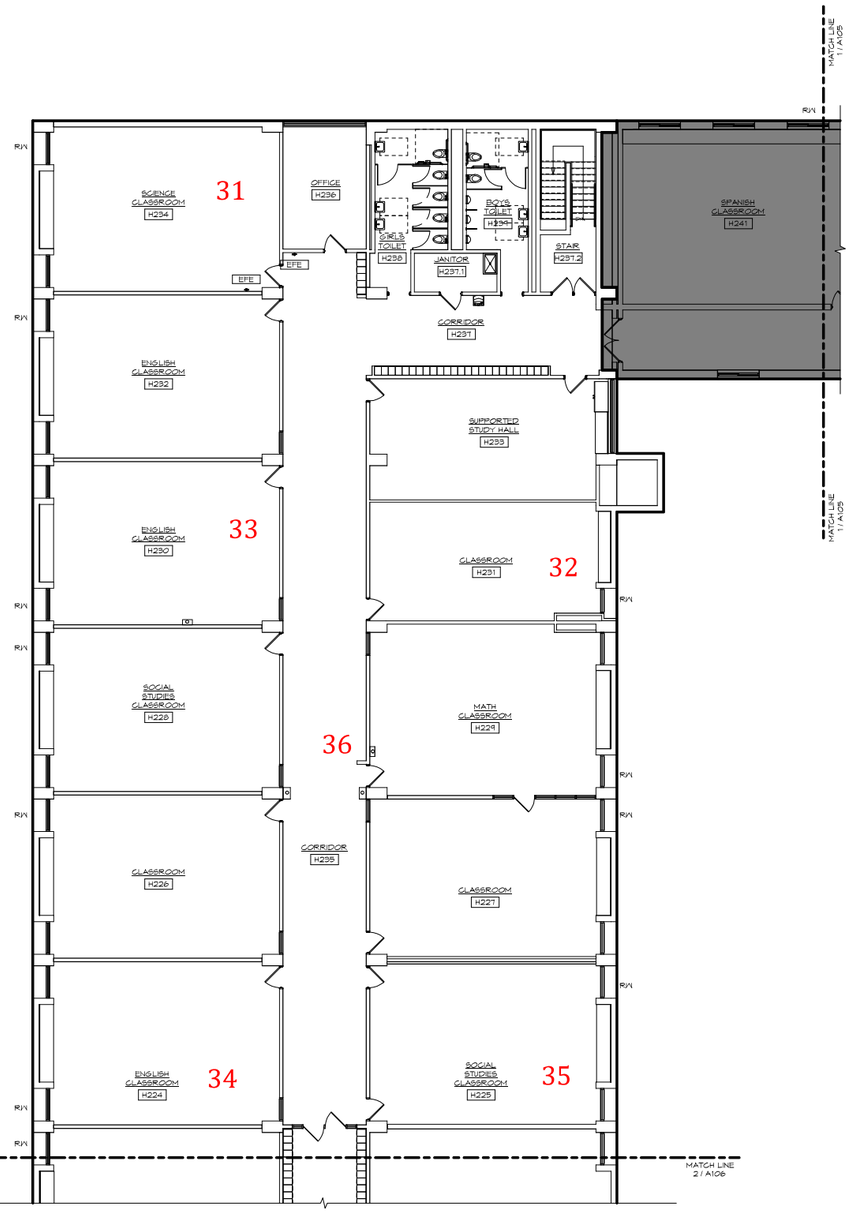
EXISTING SECOND FLOOR PLAN

SHEET NO.
A105

PROJECT NO.
1823.24221

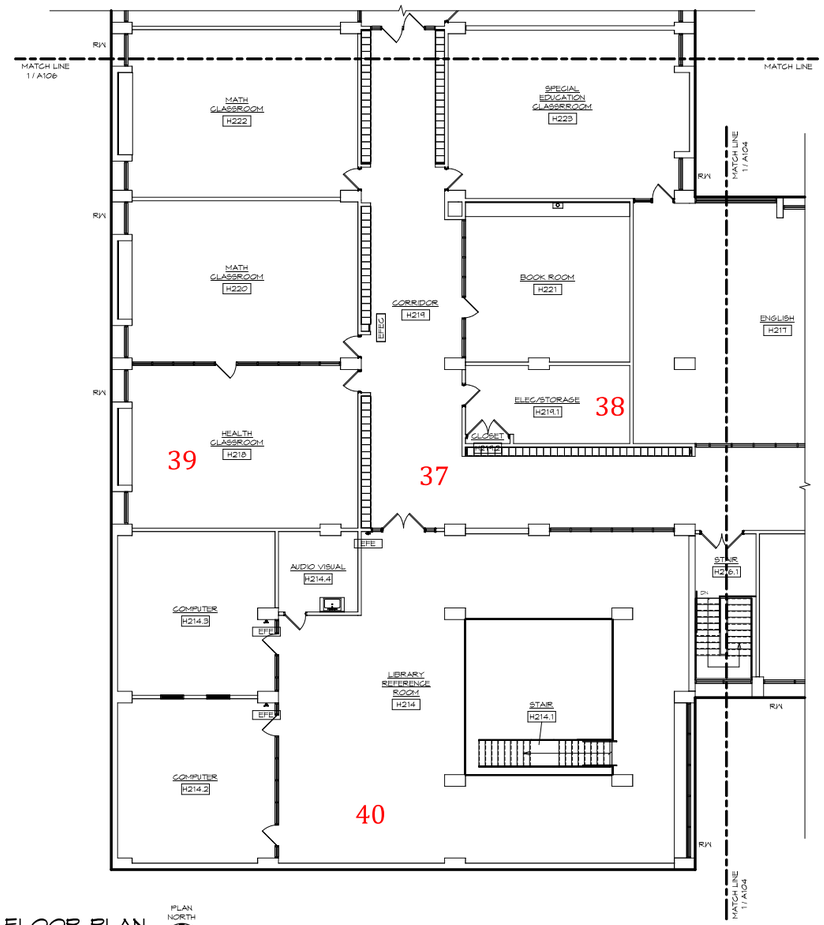
DATE: 03/24/2022

CAD FILE NO.: High School_NV720.rvt



1 A106 SECOND FLOOR PLAN
1/8" = 1'-0"

PLAN NORTH



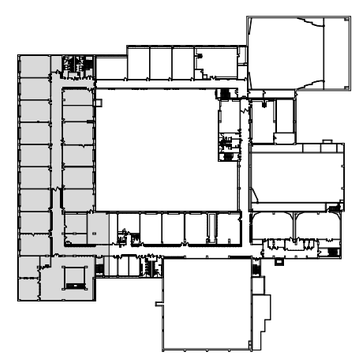
2 A106 SECOND FLOOR PLAN
1/8" = 1'-0"

PLAN NORTH

BUILDING AGE LEGEND

1969 ORIGINAL BUILDING

2005 ADDITION



SECOND FLOOR KEY PLAN

PLAN NORTH

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NO.	REVISIONS AND DESCRIPTIONS	DATE

NEWARK VALLEY CENTRAL SCHOOL DISTRICT

HIGH SCHOOL

68 WILSON CREEK ROAD

TIOGA COUNTY, NY

EXISTING SECOND FLOOR PLAN

SHEET NO.
A106

PROJECT NO.
1803.24221

DATE: 03/24/2022

CAD FILE NO.: High School_RVT20.rvt

Daily Calibrations

Calibrations				
#	Date / Time	Type	Pass / Fail	mg/cm2
1	8/25/2023 8:39	Calibration	Pass	0.9
2	8/25/2023 8:39	Calibration	Pass	0.9
3	8/25/2023 8:39	Calibration	Pass	1
4	8/25/2023 8:39	Calibration	Pass	0.9
75	8/25/2023 10:29	Calibration	Pass	1
76	8/25/2023 10:29	Calibration	Pass	1
77	8/25/2023 10:29	Calibration	Pass	1
78	8/25/2023 10:29	Calibration	Pass	1
79	8/25/2023 11:33	Calibration	Pass	1.1
80	8/25/2023 11:33	Calibration	Pass	1.1
81	8/25/2023 11:33	Calibration	Pass	1.2
82	8/25/2023 11:33	Calibration	Pass	1.1
282	8/25/2023 15:13	Calibration	Pass	1
283	8/25/2023 15:13	Calibration	Pass	1
284	8/25/2023 15:13	Calibration	Pass	1
285	8/25/2023 15:13	Calibration	Pass	1
1	8/29/2023 10:31	Calibration	Pass	1
2	8/29/2023 10:31	Calibration	Pass	0.9
3	8/29/2023 10:31	Calibration	Pass	0.9
4	8/29/2023 10:31	Calibration	Pass	0.9
155	8/29/2023 12:07	Calibration	Pass	1
156	8/29/2023 12:07	Calibration	Pass	0.9
157	8/29/2023 12:07	Calibration	Pass	1
158	8/29/2023 12:07	Calibration	Pass	1
159	8/29/2023 12:35	Calibration	Fail	1.2
160	8/29/2023 12:36	Calibration	Pass	1.1
161	8/29/2023 12:36	Calibration	Pass	1.1
162	8/29/2023 12:36	Calibration	Pass	1.1
286	8/29/2023 13:52	Calibration	Pass	1
287	8/29/2023 13:52	Calibration	Pass	1
288	8/29/2023 13:52	Calibration	Pass	1
289	8/29/2023 13:52	Calibration	Pass	1

Summary

Eco-Testing Services, LLC
213 Sydney Terrace, Newfield, NY 14867

Client:
Keystone Environmental Services

Project: Newark Valley High School
68 Wilson Creek Road, Newark Valley

Summary Analysis							
#	Component	# Tested Negative	% Negative	# Tested Positive	% Positive	Total Tested	Total %
1	Built-in Cabinet	1	100.00%	0	0.00%	1	100.00%
2	Ceiling	18	100.00%	0	0.00%	18	100.00%
3	Ceiling Grid	5	100.00%	0	0.00%	5	100.00%
4	Electrical Panel	4	100.00%	0	0.00%	4	100.00%
5	Light	24	100.00%	0	0.00%	24	100.00%
6	PA System	23	100.00%	0	0.00%	23	100.00%
7	Radiator	17	100.00%	0	0.00%	17	100.00%
8	Unit Ventilator	7	100.00%	0	0.00%	7	100.00%
9	Wall	56	100.00%	0	0.00%	56	100.00%
10	Window Casing	1	100.00%	0	0.00%	1	100.00%
11	Window Unit	33	100.00%	0	0.00%	33	100.00%

Confirmed Positives

Confirmed Positives

Reading #	Floor Plan Room#	Tested #	Wall	Component	Substrate	Color	Results	mg/cm2

XRF Results

XRF & Labs								
Reading #	Floor Plan Room#	Tested #	Wall	Component	Substrate	Condition	Results	mg/cm2
5		1	Wall 4	Wall	Masonry	Brown	Negative	0
6		1	Wall 4	Unit Ventilator	Metal	White	Negative	0
7		1	Wall 4	Built-in Cabinet	Wood	Unpainted	Negative	0
8		1	Wall 4	Window Unit	Metal	Brown	Negative	0
9		1	Wall 1	Wall	Masonry	White	Negative	0
10		1	Wall 1	PA System	Metal	White	Negative	0.1
11		2	Wall 4	Wall	Plaster-Gypsum	White	Negative	0
12		2	Wall 4	Window Casing	Wood	Brown	Negative	0
13		2	Wall 4	Window Unit	Metal	Brown	Negative	0
14		3	Wall 2	Window Unit	Metal	Brown	Negative	0
15		3	Wall 2	Radiator	Metal	Black	Negative	0
16		3	Wall 2	Wall	Masonry	White	Negative	0
17		4	Wall 2	Wall	Masonry	White	Negative	0
18		4	Wall 2	Unit Ventilator	Metal	White	Negative	0
19		4	Wall 2	Window Unit	Metal	Brown	Negative	0
20		5	Wall 2	Window Unit	Metal	Brown	Negative	0
21		5	Wall 2	Wall	Masonry	White	Negative	0
22		6	Wall 1	Wall	Brick	Brown	Negative	0
23		6	Wall 1	Window Unit	Metal	Brown	Negative	0
24		6	Wall 1	Wall	Masonry	White	Negative	0
25		7	Wall 2	Ceiling	Masonry	White	Negative	0
26		7	Wall 2	PA System	Metal	White	Negative	0
27		7	Wall 4	Wall	Masonry	White	Negative	0
28		7	Wall 4	Window Unit	Metal	Brown	Negative	0
29		7	Wall 4	Unit Ventilator	Metal	White	Negative	0
30		8	Wall 1	Wall	Masonry	Blue	Negative	0
31		8	Wall 1	PA System	Metal	White	Negative	0
32		9	Wall 1	Wall	Masonry	White	Negative	0
33		9	Wall 1	PA System	Metal	White	Negative	0
34		9	Wall 2	Radiator	Metal	White	Negative	0
35		9	Wall 2	Window Unit	Metal	Brown	Negative	0
36		10	Wall 1	Window Unit	Metal	Brown	Negative	0
37		10	Wall 1	Window Unit	Metal	Brown	Negative	0
38		10	Wall 1	Wall	Masonry	Blue	Negative	0
39		10	Wall 1	Wall	Wood	White	Negative	0
40		11	Wall 3	Wall	Masonry	Blue	Negative	0
41		11	Wall 3	Window Unit	Metal	Brown	Negative	0
42		11	Wall 3	Unit Ventilator	Metal	White	Negative	0
43		12	Wall 3	Ceiling Grid	Metal	White	Negative	0
44		12	Wall 3	Light	Metal	White	Negative	0
45		13	Wall 3	Light	Metal	White	Negative	0
46		13	Wall 3	Light	Metal	White	Negative	0
47		13	Wall 3	Light	Metal	White	Negative	0
48		13	Wall 3	Ceiling	Masonry	White	Negative	0
49		13	Wall 3	Ceiling	Masonry	White	Negative	0

XRF & Labs								
Reading #	Floor Plan Room#	Tested #	Wall	Component	Substrate	Condition	Results	mg/cm2
50		14	Wall 3	Ceiling	Masonry	White	Negative	0
51		14	Wall 3	Ceiling	Masonry	White	Negative	0
52		14	Wall 3	Light	Metal	White	Negative	0
53		14	Wall 3	Light	Metal	White	Negative	0
54		15	Wall 4	Light	Metal	White	Negative	0
55		15	Wall 4	Light	Metal	White	Negative	0
56		15	Wall 4	Light	Metal	White	Negative	0
57		15	Wall 4	Ceiling	Masonry	White	Negative	0
58		15	Wall 4	Ceiling	Masonry	White	Negative	0
59		16	Wall 2	Wall	Masonry	White	Negative	0
60		16	Wall 2	PA System	Metal	Brown	Negative	0
61		16	Wall 3	Window Unit	Metal	Brown	Negative	0
62		16	Wall 3	Radiator	Metal	White	Negative	0
63		17	Wall 3	PA System	Metal	Brown	Negative	0
64		17	Wall 3	Wall	Masonry	White	Negative	0
65		18	Wall 2	Wall	Masonry	White	Negative	0
66		18	Wall 2	PA System	Metal	Brown	Negative	0
67		18	Wall 3	Window Unit	Metal	Brown	Negative	0
68		18	Wall 3	Radiator	Metal	White	Negative	0
69		19	Wall 4	Wall	Plaster-Gypsum	White	Negative	0
70		19	Wall 4	Electrical Panel	Metal	Gray	Negative	0
71		20	Wall 1	Electrical Panel	Metal	Gray	Negative	0
72		20	Wall 1	Electrical Panel	Metal	Gray	Negative	0
73		20	Wall 1	Electrical Panel	Metal	Gray	Negative	0
74		20	Wall 1	Wall	Masonry	Gray	Negative	0
163		21	Wall 4	PA System	Metal	Brown	Negative	0
164		21	Wall 4	Wall	Masonry	White	Negative	0
165		22	Wall 4	Wall	Masonry	White	Negative	0
166		22	Wall 4	PA System	Metal	Brown	Negative	0
167		23	Wall 4	Ceiling	Masonry	White	Negative	0
168		23	Wall 4	Ceiling	Masonry	White	Negative	0
169		23	Wall 4	Light	Metal	White	Negative	0
170		23	Wall 4	Light	Metal	White	Negative	0
171		23	Wall 2	Wall	Masonry	White	Negative	0
172		23	Wall 2	Radiator	Metal	Black	Negative	0
173		23	Wall 2	Window Unit	Metal	Brown	Negative	0
174		24	Wall 1	PA System	Metal	Brown	Negative	0
175		24	Wall 1	Wall	Masonry	White	Negative	0
176		24	Wall 2	Wall	Masonry	White	Negative	0
177		24	Wall 2	Radiator	Metal	White	Negative	0
178		24	Wall 2	Window Unit	Metal	Brown	Negative	0
179		25	Wall 1	Wall	Masonry	Gray	Negative	0
180		25	Wall 4	Wall	Masonry	Gray	Negative	0
181		25	Wall 4	Window Unit	Metal	Brown	Negative	0
182		26	Wall 4	Ceiling Grid	Metal	White	Negative	0

XRF & Labs								
Reading #	Floor Plan Room#	Tested #	Wall	Component	Substrate	Condition	Results	mg/cm2
183		26	Wall 4	Ceiling Grid	Metal	White	Negative	0
184		26	Wall 4	Light	Metal	White	Negative	0
185		26	Wall 4	Light	Metal	White	Negative	0
186		26	Wall 2	Window Unit	Metal	Brown	Negative	0
187		26	Wall 2	Wall	Masonry	White	Negative	0
188		27	Wall 2	Wall	Masonry	White	Negative	0
189		27	Wall 2	Window Unit	Metal	Black	Negative	0
190		28	Wall 1	Window Unit	Metal	Black	Negative	0
191		28	Wall 1	Wall	Masonry	White	Negative	0
199		28	Wall 1	Ceiling Grid	Metal	White	Negative	0
200		28	Wall 1	Ceiling Grid	Metal	White	Negative	0
201		28	Wall 1	Light	Metal	White	Negative	0
202		28	Wall 1	Light	Metal	White	Negative	0
192		29	Wall 2	Wall	Masonry	White	Negative	0
193		29	Wall 3	Wall	Masonry	Multi-Color	Negative	0
194		29	Wall 3	Unit Ventilator	Metal	White	Negative	0
195		29	Wall 3	Window Unit	Metal	Black	Negative	0
196		30	Wall 3	Window Unit	Metal	Black	Negative	0
197		30	Wall 3	Wall	Masonry	White	Negative	0
198		30	Wall 3	Unit Ventilator	Metal	White	Negative	0
203		31	Wall 3	PA System	Metal	Brown	Negative	0
204		31	Wall 3	Wall	Masonry	White	Negative	0
205		31	Wall 2	Wall	Masonry	White	Negative	0
206		31	Wall 2	Radiator	Metal	White	Negative	0
207		31	Wall 2	Window Unit	Metal	Black	Negative	0
208		32	Wall 4	Window Unit	Metal	Black	Negative	0
209		32	Wall 4	Radiator	Metal	White	Negative	0
210		32	Wall 4	Wall	Masonry	White	Negative	0
211		32	Wall 1	Wall	Masonry	White	Negative	0
212		32	Wall 1	PA System	Metal	Brown	Negative	0
213		33	Wall 3	PA System	Metal	Brown	Negative	0
214		33	Wall 3	Wall	Masonry	White	Negative	0
215		33	Wall 2	Wall	Masonry	White	Negative	0
216		33	Wall 2	Radiator	Metal	White	Negative	0
217		33	Wall 2	Window Unit	Metal	Brown	Negative	0
218		34	Wall 2	Window Unit	Metal	Brown	Negative	0
219		34	Wall 2	Radiator	Metal	White	Negative	0
220		34	Wall 2	Wall	Masonry	White	Negative	0
221		34	Wall 3	Wall	Masonry	White	Negative	0
222		34	Wall 3	PA System	Metal	Brown	Negative	0
223		35	Wall 1	PA System	Metal	Brown	Negative	0
224		35	Wall 1	Wall	Masonry	White	Negative	0
225		35	Wall 4	Wall	Masonry	White	Negative	0
226		35	Wall 4	Radiator	Metal	White	Negative	0
227		35	Wall 4	Window Unit	Metal	Brown	Negative	0

XRF & Labs								
Reading #	Floor Plan Room#	Tested #	Wall	Component	Substrate	Condition	Results	mg/cm2
228		36	Wall 4	Ceiling	Masonry	White	Negative	0
229		36	Wall 4	Ceiling	Masonry	White	Negative	0
230		36	Wall 4	Light	Metal	White	Negative	0
231		37	Wall 4	Light	Metal	White	Negative	0
232		37	Wall 4	Light	Metal	White	Negative	0
233		37	Wall 4	Ceiling	Masonry	White	Negative	0
234		37	Wall 4	Ceiling	Masonry	White	Negative	0
235		38	Wall 4	Wall	Masonry	White	Negative	0
236		38	Wall 4	PA System	Metal	Brown	Negative	0
237		39	Wall 1	PA System	Metal	Brown	Negative	0
238		39	Wall 1	Wall	Masonry	White	Negative	0
239		39	Wall 2	Wall	Masonry	White	Negative	0
240		39	Wall 2	Radiator	Metal	White	Negative	0
241		39	Wall 2	Window Unit	Metal	Brown	Negative	0
242		40	Wall 4	Window Unit	Metal	Brown	Negative	0
243		40	Wall 4	Unit Ventilator	Metal	White	Negative	0
244		40	Wall 4	Wall	Masonry	Gray	Negative	0
245		40	Wall 2	Wall	Masonry	Red	Negative	0
246		40	Wall 2	PA System	Metal	Brown	Negative	0
247		41	Wall 1	Light	Metal	White	Negative	0.1
248		41	Wall 1	Light	Metal	White	Negative	0.1
249		41	Wall 1	Ceiling	Masonry	White	Negative	0
250		41	Wall 1	Ceiling	Masonry	White	Negative	0
251		42	Wall 2	Wall	Masonry	White	Negative	0
252		42	Wall 2	PA System	Metal	Brown	Negative	0
253		42	Wall 3	Radiator	Metal	Black	Negative	0
254		42	Wall 3	Window Unit	Metal	Black	Negative	0
255		43	Wall 1	Window Unit	Metal	Black	Negative	0
256		43	Wall 1	Radiator	Metal	Black	Negative	0
257		43	Wall 1	Wall	Masonry	White	Negative	0
258		43	Wall 3	Wall	Masonry	White	Negative	0
259		43	Wall 3	PA System	Metal	White	Negative	0
260		44	Wall 4	PA System	Metal	Brown	Negative	0
261		44	Wall 4	Wall	Masonry	White	Negative	0
262		44	Wall 3	Wall	Masonry	White	Negative	0
263		44	Wall 3	Radiator	Metal	White	Negative	0
264		44	Wall 3	Window Unit	Metal	Brown	Negative	0
265		45	Wall 1	PA System	Metal	Brown	Negative	0
266		45	Wall 1	Wall	Masonry	White	Negative	0
267		45	Wall 3	Wall	Masonry	White	Negative	0
268		45	Wall 3	Radiator	Metal	White	Negative	0
269		45	Wall 3	Window Unit	Metal	Brown	Negative	0
270		46	Wall 1	PA System	Metal	Brown	Negative	0
271		46	Wall 1	Wall	Masonry	White	Negative	0
272		47	Wall 1	Ceiling	Masonry	White	Negative	0

XRF & Labs								
Reading #	Floor Plan Room#	Tested #	Wall	Component	Substrate	Condition	Results	mg/cm2
273		47	Wall 1	Ceiling	Masonry	White	Negative	0
274		47	Wall 1	Light	Metal	White	Negative	0
275		47	Wall 1	Light	Metal	White	Negative	0
276		48	Wall 4	Light	Metal	White	Negative	0
277		48	Wall 4	Light	Metal	White	Negative	0
278		48	Wall 2	Ceiling	Masonry	White	Negative	0
279		48	Wall 2	Wall	Masonry	White	Negative	0
280		48	Wall 2	Radiator	Metal	Black	Negative	0
281		48	Wall 2	Window Unit	Metal	Black	Negative	0

Signature Page

The Individual listed below completed XRF testing at the Newark Valley High School Building:

Daryl Heffron, Risk Assessor

Performance Characteristic Sheet

EFFECTIVE DATE: February 1, 2022

MANUFACTURER AND MODEL:

Make: ***SciAps***
Models: ***Model X-550***
X-Ray Source: ***Rhodium (Rh) or Gold (Au) Anode***

FIELD OPERATION GUIDANCE

ACTION LEVEL SETTING:

1.0 mg/cm^2

OPERATING PARAMETERS:

Timed mode: fixed 10-second reading.

Quick mode: variable-time reading (approximately 2-6 seconds).

XRF CALIBRATION CHECK LIMITS:

0.8 to 1.2 mg/cm^2 (inclusive) on NIST SRM 2579 (1.02 mg/cm^2)/NIST SRM 2573, or equivalent

SUBSTRATE CORRECTION:

Not applicable

INCONCLUSIVE RANGE OR THRESHOLD:

Au Anode (quick) **READING DESCRIPTION**	**SUBSTRATE**	**THRESHOLD (mg/cm^2)**
Results not corrected for substrate bias on any substrate	Brick Concrete Drywall Metal Plaster Wood	1.0 1.0 1.0 1.0 1.0 1.0
Rh Anode (Timed or Quick), Au Anode (Timed) **READING DESCRIPTION**	**SUBSTRATE**	**THRESHOLD (mg/cm^2)**
Results not corrected for substrate bias on any substrate	Brick Concrete Drywall Metal Plaster Wood	0.9 0.9 0.9 0.9 0.9 0.9

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*, 2012 Edition ("HUD Guidelines"). Performance parameters shown on this sheet are calculated using test results on building components in the HUD archive. Testing was conducted on 146 test samples in February 2022, with two separate instruments of each Anode type, operated in both Timed and Quick modes.

OPERATING PARAMETERS

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm^2 in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm^2 film; for NIST SRM 2579a, use film 2573 (1.04 mg/cm^2).

If the average (rounded to 1 decimal place) of three readings is outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instrument into control before XRF testing proceeds.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing.

Conduct XRF re-testing at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below. Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. In single-family and multi-family housing, a result is defined as a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and the retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF readings.

Compute the average of all ten re-test XRF readings.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this

procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

TESTING TIMES:

The reading time in Archive tests was 10 seconds in Timed mode and from 2-6 seconds in Quick mode, for both the Rh Anode and Au Anode.

CLASSIFICATION OF RESULTS:

XRF results for the Au Anode in Quick mode are classified as **positive** if they are **greater than or equal** to 1.0 mg/cm^2 and ***negative*** if they are ***less than*** *to* 1.0 mg/cm^2. XRF results for the Au Anode in Timed mode and for the Rh Anode in Timed or Quick mode are classified as **positive** if they are **greater than or equal** to 0.9 mg/cm^2 and ***negative*** if they are ***less than*** *to* 0.9 mg/cm^2

DOCUMENTATION:

A report titled *Methodology for XRF Performance Characteristic Sheets* (EPA 747-R-95-008) provides an explanation of the statistical methodology used to develop Performance Characteristic Sheets at the Federal standard (Action Level) of 1.0 mg/cm^2 and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. The report may be downloaded at http://www2.epa.gov/lead/methodology-xrf-performance-characteristic-sheets-epa-747-r-95-008-september-1997.

United States Environmental Protection Agency

This is to certify that

Eco-Testing Services, 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 September 30, 2024

LBP-F229091-1

Certification #

September 16, 2021

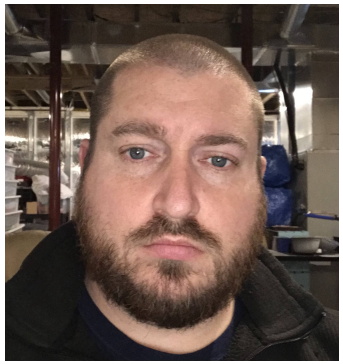
Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

United States Environmental Protection Agency

This is to certify that



Daryl R Heffron

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 March 30, 2024

LBP-R-121052-2

Certification #

February 08, 2021

Issued On

Ben Conetta

Ben Conetta, Chief

Chemicals and Multimedia Programs Branch

KEYSTONE
ENVIRONMENTAL SERVICES

A Division of Keystone Material Testing, LLC

April 12, 2016

Mr. Gary Hoskins
Newark Valley Central School District
68 Wilson Creek Road
Newark Valley, NY 13811

Re: Limited Lead Based Paint Sampling Report
2016 Capital Project
Newark Valley Central School District Buildings
68 Wilson Creek Road
Newark Valley, NY 13811
KES Project # 0514.06016

Dear Mr. Hoskins:

Attached please find your Limited "Lead Based Paint Sampling Report" for the Newark Valley Central School District's Bus Garage, Elementary School, Middle School and High School. Included in this report is Ecospect's sampling protocol, equipment calibrations, XRF results, and summary of positive findings.

Please keep this report with your permanent records for the above noted sites for future reference.

Thank you for allowing Keystone Environmental Services to participate in your environmental project. Please feel free to contact our office if you have any questions or require additional assistance.

Sincerely,



Richard Tarnowski, C.E.P., C.E.I.
Member/Director of Environmental Services
USEPA Lead Certification NY-R-5084-3

Enclosures

EcoSpect, Inc.

LEAD BASED PAINT SPECIALISTS

Working for a Cleaner & Healthier Environment

Lead-Based Paint XRF Testing Report

Prepared for:
Keystone Environmental Services
58 Exchange St
Binghamton, NY 13901

Project:
Newark Valley Central School District
79 Whig St
Newark Valley, NY 13811

Conducted by:
Daryl Heffron
NY-R-121052-1

EcoSpect, Inc.
5760 Route 96
Romulus, NY 14541
607-639-2008

March 30, 2016

EcoSpect, Inc.

LEAD BASED PAINT SPECIALISTS

Working for a Cleaner & Healthier Environment

March 30, 2016

Keystone Environmental Services
58 Exchange St
Binghamton, NY 13901

Re: Newark Valley Central School District
79 Whig St
Newark Valley, NY 13811
XRF Results

Dear Mr. Tim Marble:

On March 28, 2016, EcoSpect, Inc. conducted representative testing for the presence of lead based paint, as directed by Keystone Environmental Services, at the above captioned location.

The instruments were operated with the guidance from the Performance Characteristics Sheets published by the US Department of HUD and the results classified as positive or negative based the HUD action level of 1.00 mg/cm². Results less than 1.00 mg/cm² are considered negative and results greater than 1.00 mg/cm² are considered positive. For renovation purposes, as well as OSHA implications, it should be noted the lead present in levels less than 1.00 mg/cm² could generate dust that exceeds acceptable levels depending on the renovation or demolition being performed. For OSHA purposes, there are no accepted standards other than "zero" for lead content in surfaces that are affected so as to release lead in the form of dust. XRF readings at the lower end of the range (close to zero) are less likely to create toxic situations. XRF readings with negative prefixes correlate to very low lead levels in that particular surface. For conclusive, task oriented results, contractors should follow all applicable OSHA requirements found in regulation 1926.62.

The walls in each space oriented in a clockwise fashion, with wall #1 oriented to the front of the building. Please refer to the building plans for clarification. An "NA" indicates that the room was not accessible during testing, and "NP" indicates that there were no painted surfaces within that space. During the testing procedures, EcoSpect personnel were able to gain access to the designated spaces, and tested all of the selected rooms that were requested.

Project Notes

- N/A

Summary of Positive Findings

Newark Valley CSD:

Positive test results for the presence of lead based paint in concentrations equal to or greater than 1.00 mg/cm² are:

Bus Garage:

STEEL: Ceiling (1) Door (1) Door Molding (1)

Elementary School:

STEEL: Stair Rail (2)

Middle School:

MASONRY: Ceiling (1)

STEEL: Window Molding (6)

WOOD: Window Molding (1)

High School

No Identified Positives

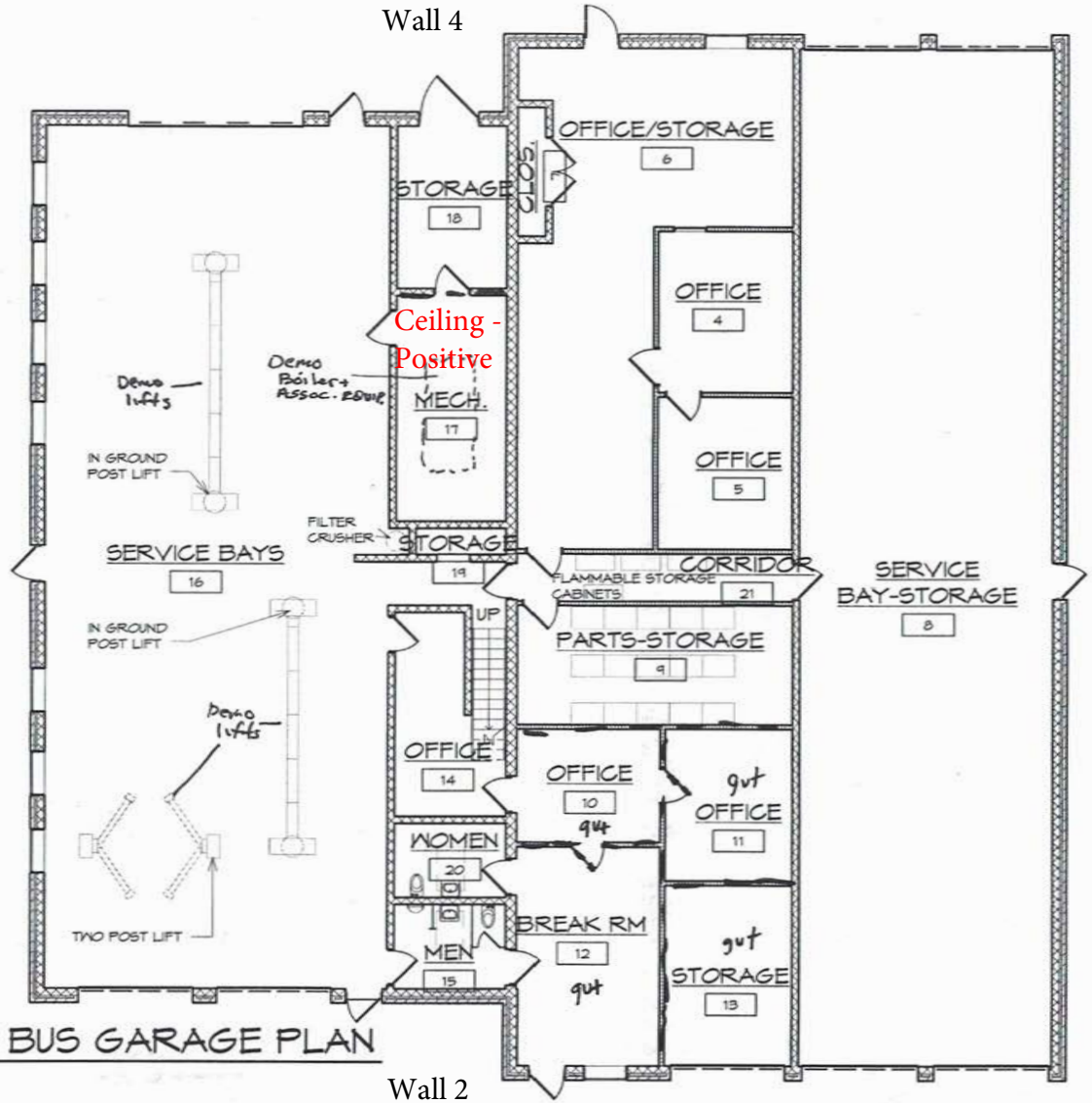
If you have any questions regarding this report please feel free to give us a call at any time.

Sincerely Yours,



Daryl Heffron
EcoSpect, Inc.

Wall 4



Wall 3

Wall 1

Wall 2

1 / A101 EXISTING BUS GARAGE PLAN

3/32" = 1'-0"

NOT FOR CONSTRUCTION

KEYSTONE ASSOCIATES

PROJECT NAME

MUNICIPALITY COUNTY, STATE

EXISTING FLOOR PLAN

SHEET NO. A101

PROJECT NO. 0000.00000

DATE 02/22/19

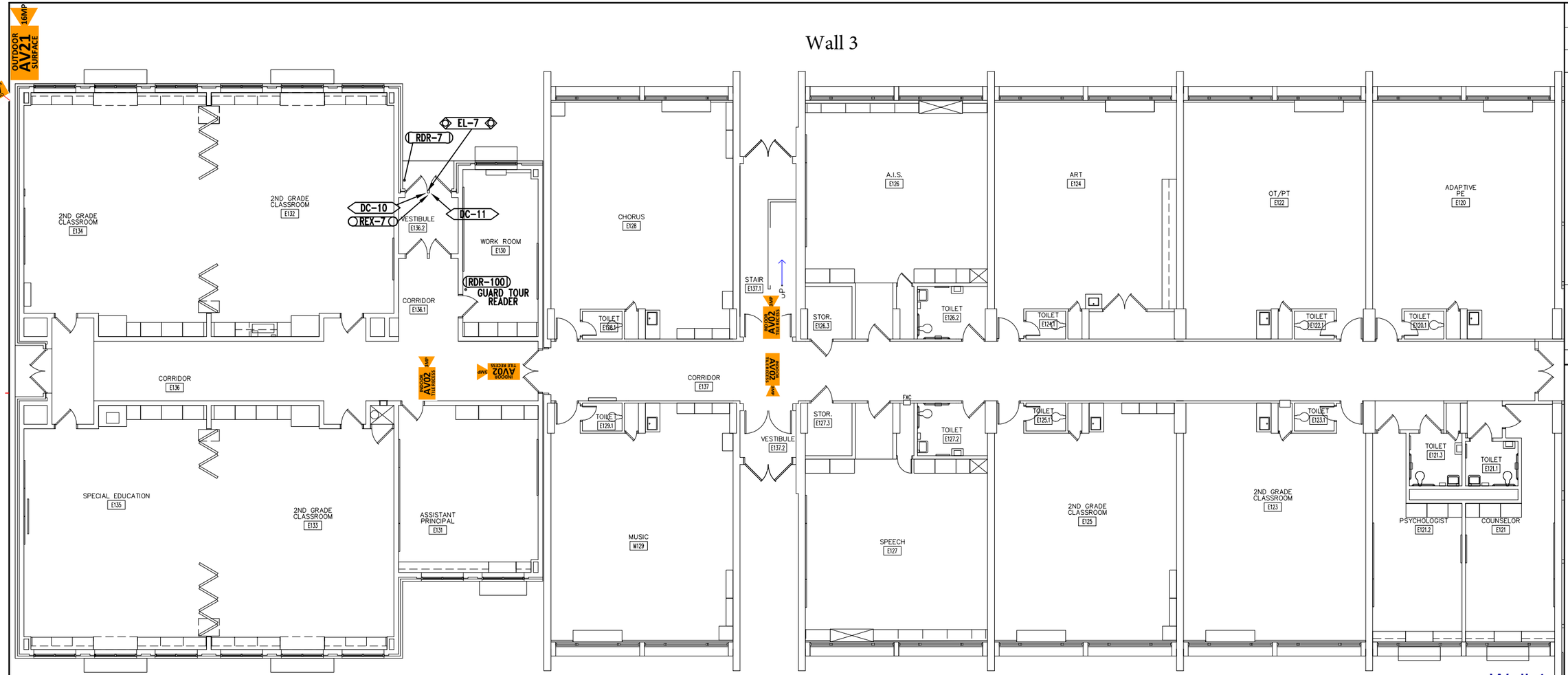
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Exterior Stair Rail - Positive

Wall 2

Wall 4

Wall 1



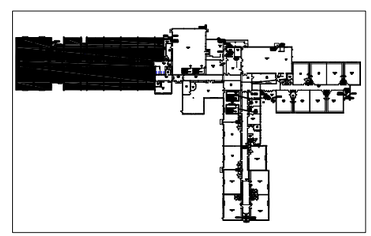
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3	7/1/2011	RLW	JRT	DLR
	ADDS PER CONTRACT 11-238			
2	12/6/2010	RLW	JRT	DLR
	AS-BUILT REVISIONS 10-046			
1	6/22/2010	FJB	TLA	JRT
	REVISION PER CHANGE ORDER #1 & #2			
	REVISION RECORD			

Day Automation
7931 Rae Boulevard Victor, NY 14564 Office: (585) 924-4630
707C Chemung Street Horseheads, NY 14845 Office: (607) 732-0259
102 Newbury Hollow Lane Syracuse, NY 13210 Office: (315) 487-0190
9 Avis Dr. Latham, NY 12110 Office: (518) 783-7103
Schneider Electric

DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	11-238
DATE:	6/22/2010

CONSTRUCTION

KEYPLAN



PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY ADD
NEWARK VALLEY ELEMENTARY SCHOOL

DRAWING DETAIL:
NATHAN T. HALL ELEMENTARY SCHOOL
1ST FLOOR DEVICE LOCATIONS AREA A
FLOOR PLAN

DRAWING NUMBER
NVCS-ES-S00A

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Wall 3

Wall 2

Wall 4

Wall 1

PTZ-3

OUTDOOR AV21 SURFACE 16MP

RDR-1

DC-1

REX-1

EL-1

VESTIBULE E118.1

CORRIDOR E118.8

PE OFFICE E118.7

ALCOVE E118.5

VESTIBULE E119.5

VEST. E118.6

ELEV. ALCOVE E119.4

ELEV. E119.3

NO

VESTIBULE E119.2

VESTIBULE E119.1

REX-8

DC-13

DC-12

RDR-8

EL-8

FXC

CORRIDOR E119

ACULTY ROOM E115

OFFICE E113.2

OFFICE E113.1

LIBRARY E113

RDR-101 GUARD TOUR READER

MECHANICAL ROOM E117.8

CAM-1

RDR-6

REX-6

STORAGE E117.3

DC-9

EL-6

STORAGE E117.2

JAN. E117.7

STORAGE E117.4

RDR-102 GUARD TOUR READER

CORRIDOR E117.6

ELECTRICAL ROOM E117.9

KITCHEN E117.5

LOBBY E308.8

WORK ROOM E111

STORAGE E116.1

Description: ES_CCTV PS-1
Location: E116.1
Mech. Print: E201
Day Dwg: NVCS-ES-S03
Panel # WALL MOUNT

COMPUTER LAB E109

PRINCIPAL E114

Description: ES_DVX-1
Location: E114
Mech. Print: E201
Day Dwg: NVCS-ES-S03
Panel # 5000

MAIN OFFICE E116

MON-1

STOR. E116.1

STOR. E112.1

OFFICE E112

TOILET E112.2

STOR. E114.1

PRINCIPAL E114

MON-2

Description: ES_ACX-2
Location: E117.9
Mech. Print:
Day Dwg: NVCS-ES-S05
Panel # 1001

Description: ES_ACX-1
Location: E117.9
Mech. Print:
Day Dwg: NVCS-ES-S04
Panel # 1000

#	DATE	REVISION RECORD	APP	DRN	CKD
3	7/1/2011	ADDS PER CONTRACT 11-238	RLW	JRT	DLR
2	12/6/2010	AS-BUILT REVISIONS 10-046	RLW	JRT	DLR
1	6/22/2010	REVISION PER CHANGE ORDER #1 & #2	FJB	TLA	JRT

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DayAutomation

102 Newbury Hollow Lane 9 Avis Dr.
Syracuse, NY 13210 Latham, NY 12110
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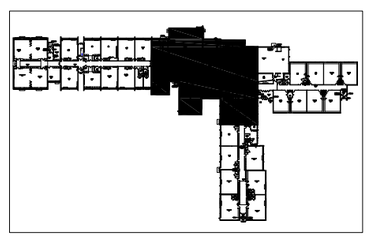
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ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	11-238
DATE:	3/15/2010

CONSTRUCTION

KEYPLAN



PROJECT DETAIL:
NEWARK VALLEY CSD SECURITY ADD
NEWARK VALLEY CSD SECURITY ADD
NEWARK VALLEY ELEMENTARY SCHOOL

DRAWING DETAIL:
NATHAN T. HALL ELEMENTARY SCHOOL
1ST FLOOR DEVICE LOCATIONS AREA B
FLOOR PLAN

DRAWING NUMBER
NVCS-ES-S00B

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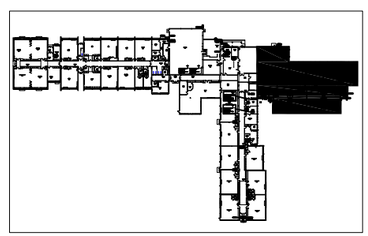
Wall 2

Wall 4

Wall 1

RDR-5
DC-8
REX-5
EL-5
CAFETORIUM E117
STAGE E117.1
OUTDOOR AV21 SURFACE 16MP
WORK ROOM E308.7
VESTIBULE E308.6
JANITOR E308.5
WOMEN E308.3
MEN E308.4
A.I.S. E301
TOIL. E301.1
TOIL. E303.1
LARGE GROUP E303
3RD GRADE CLASSROOM E305
3RD GRADE CLASSROOM E307
TOIL. E305.1
TOIL. E307.1
FXC
CORRIDOR E308
AV20 INSIDE DOOR
GUARD TOUR READER
RDR-104
CCTV
CAM-2
VESTIBULE E308.2
AV21 INSIDE DOOR
DC-5
EL-3
REX-3
RDR-3
AV21 OUTSIDE DOOR
FAMILY RESOURCE E300
TOIL. E300.1
SPECIAL EDUCATION E302
3RD GRADE CLASSROOM E304
TOIL. E304.1
TOIL. E306.1
3RD GRADE CLASSROOM E306
REX-4
EL-4
VESTIBULE E308.1
RDR-4
DC-7
DC-6
AV21 OUTSIDE DOOR

KEYPLAN



#	DATE	REVISION RECORD	APP	DRN	CKD
2	12/6/2010	AS-BUILT REVISIONS 10-046	RLW	JRT	DLR
1	6/22/2010	REVISION PER CHANGE ORDER #1 & #2	FJB	TLA	JRT

Day Automation
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707C Chemung Street Horseheads, NY 14845 Office: (607) 732-0259
7931 Rae Boulevard Victor, NY 14564 Office: (585) 924-4630

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ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY ELEMENTARY SCHOOL

DRAWING DETAIL:
NATHAN T. HALL ELEMENTARY SCHOOL
1ST FLOOR DEVICE LOCATIONS AREA C
FLOOR PLAN

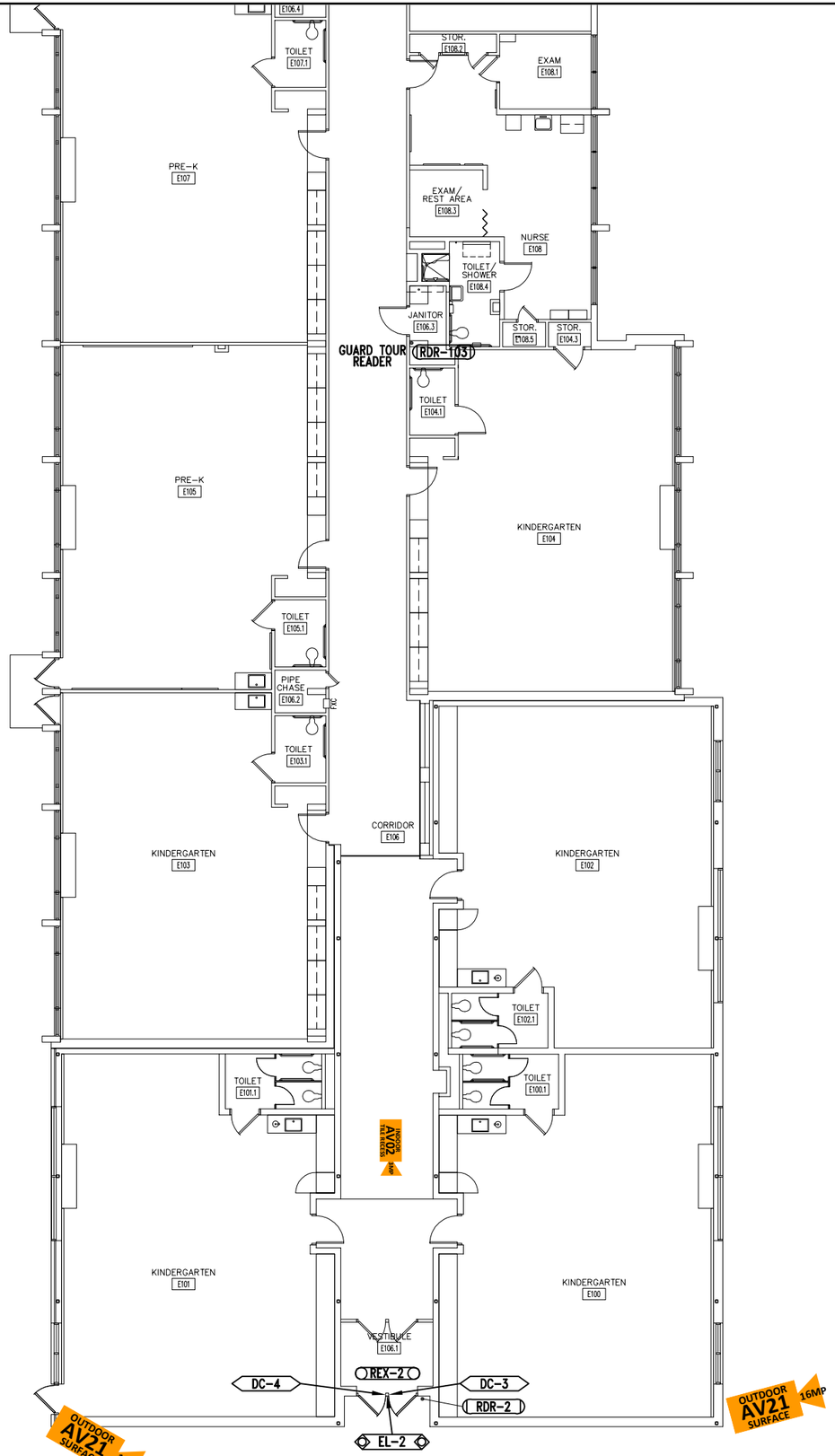
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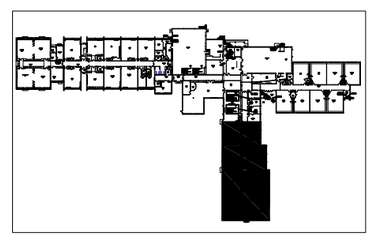
Wall 2



Wall 1

Wall 4

KEYPLAN



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ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY ELEMENTARY SCHOOL

DRAWING DETAIL:
NATHAN T. HALL ELEMENTARY SCHOOL
1ST FLOOR DEVICE LOCATIONS AREA D
FLOOR PLAN

DRAWING NUMBER
NVCS-ES-S00D

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Wall 3

Wall 2

Wall 4

Wall 1

E208 E206 E204 E202 E200 GYM E134

E207 E205 E203

INDOOR AV02 TILE RECESS 3MP

INDOOR AV02 TILE RECESS 3MP

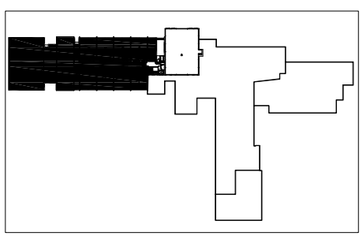
INDOOR AV02 TILE RECESS 3MP

RDR-105

GUARD TOUR RI

INDOOR AV02 TILE RECESS 3MP

KEYPLAN



#	DATE	REVISION RECORD	APP	DRN	CKD
2	12/6/2010	AS-BUILT REVISIONS 10-046	RLW	JRT	DLR
1	6/22/2010	REVISION PER CHANGE ORDER #1 & #2	FJB	TLA	JRT

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PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	6/22/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY ELEMENTARY SCHOOL

DRAWING DETAIL:
NATHAN T. HALL ELEMENTARY SCHOOL
2ND FLOOR DEVICE LOCATIONS
FLOOR PLAN

DRAWING NUMBER
NVCS-ES-S00E

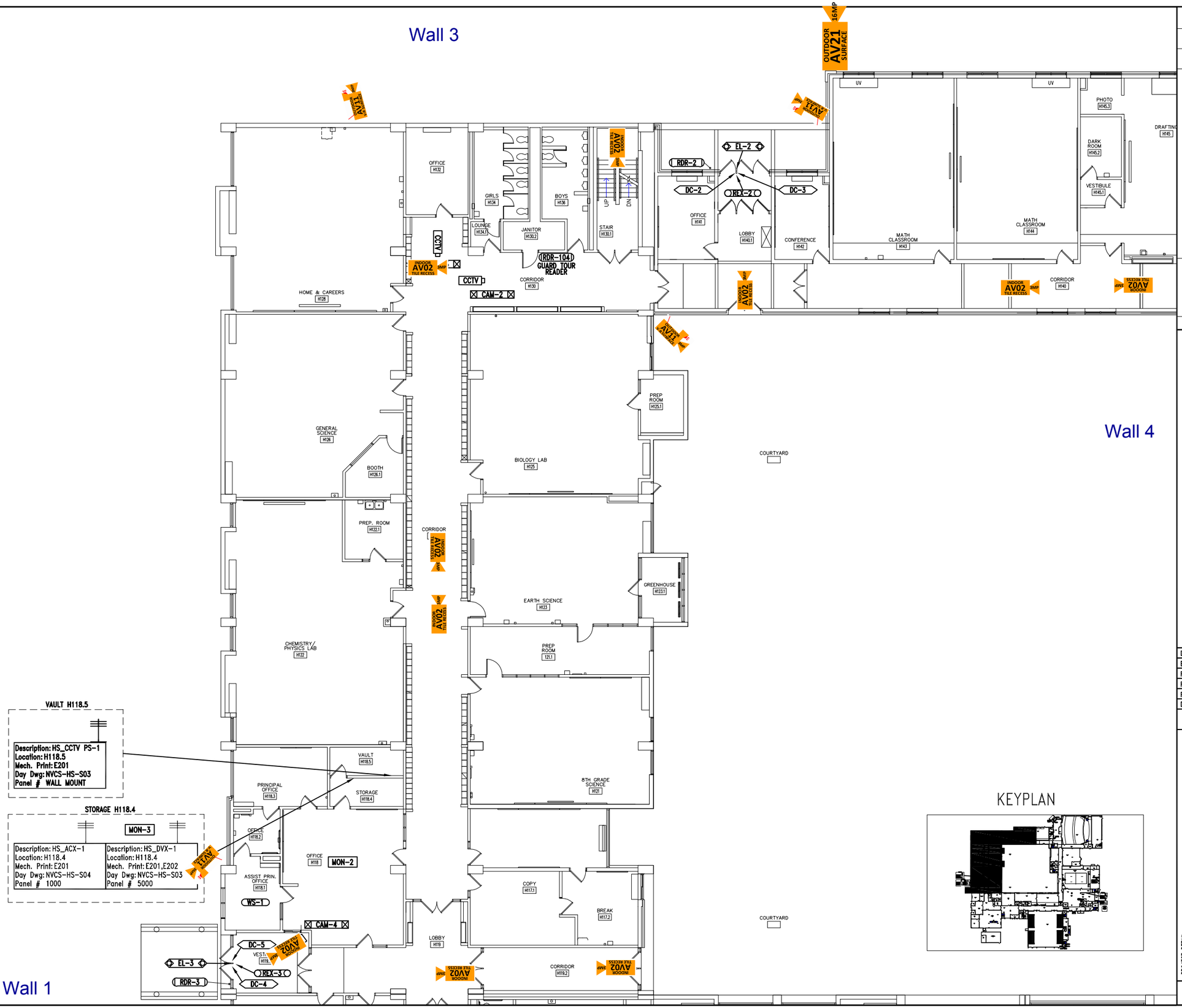
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Wall 3

Wall 2

Wall 4

Wall 1



#	DATE	REVISION RECORD	APP	DRN	CKD
1	6/22/2010	REVISION PER CHANGE ORDER #1 & #2	FJB	TLA	JRT

Schneider Electric

DayAutomation

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7931 Rae Boulevard, Victor, NY 14564, Office: (585) 924-4630
707C Chemung Street, Horseheads, NY 14845, Office: (607) 732-0259

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ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY HIGH SCHOOL

DRAWING DETAIL:
NEWARK VALLEY HIGH SCHOOL
1ST FLOOR DEVICE LOCATIONS AREA A
FLOOR PLAN

DRAWING NUMBER
NVCS-HS-S00A

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Wall 3

Wall 2

Wall 4

Wall 1

WELLNESS H109
WRESTLING H107
OFFICE H109.1
CORRIDOR H110
SERVING H104.1
KITCHEN H104
DISH WASH H104.2
REFRIGERATOR H104.3
FREEZER H104.4
STORAGE H105.2
LOADING DOCK H105.1
STAIR H103.4
UP
RDR-102 GUARD TOUR READER
MON-1
OFFICE H104.6
CAM-7
CCTV
CORRIDOR H104.5
JANITOR H104.7
TOIL. H104.9
LOCKERS H104.8
CORRIDOR H105
STORAGE H105.3
GARBAGE H105.4
CAM-6
CONCESSION H110.4
CCTV CAM-5
REX-6
DC-11
DC-10
RDR-6
EL-6
ELEV H103.3
CORRIDOR H110
CORRIDOR H106
STAIR H106.1
DN
BOILER ROOM
RDR-101 GUARD TOUR READER
STAIR H108.1
BOYS H110.2
GYMNASIUM H108
STORAGE H108.3
ELEV H108.6
ELEV. ALCOVE H108.5
STAIR H108.4
RDR-100 GUARD TOUR READER
REX-4
DC-6
DC-7
STAIR H108.2
RDR-4
EL-4
COORIDOR H115
STAIR H115.3
JANITOR H110.1
GIRLS H115.1
DC-9 VESTIBULE H115.2
REX-5
DC-8
RDR-5
EL-5

STORAGE H105.2

Description: HS_CCTV PS-2
Location: H105.2
Mech. Print: E201
Day Dwg: NVCS-HS-S03
Panel # WALL MOUNT

Description: HS_ACX-2
Location: H105.2
Mech. Print: E201
Day Dwg: NVCS-HS-S05
Panel # 1001

KEYPLAN

KEYPLAN

#	DATE	REVISION RECORD	APP	DRN	CKD
2	7/1/2011	ADDS PER CONTRACT 11-238	RLW	JRT	DLR
1	6/22/2010	REVISION PER CHANGE ORDER #1 & #2	FJB	TLA	JRT

Day Automation
Schneider Electric
7931 Rae Boulevard, Victor, NY 14564, Office: (585) 924-4630
707C Chemung Street, Horseheads, NY 14845, Office: (607) 732-0259
102 Newbury Hollow Lane, Syracuse, NY 13210, Office: (315) 487-0190
9 Avis Dr., Latham, NY 12110, Office: (518) 783-7103

DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	11-238
DATE:	3/15/2010

CONSTRUCTION

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY ADD
NEWARK VALLEY HIGH SCHOOL

DRAWING DETAIL:
NEWARK VALLEY HIGH SCHOOL
1ST FLOOR DEVICE LOCATIONS AREA B
FLOOR PLAN

DRAWING NUMBER
NVCS-HS-S00B

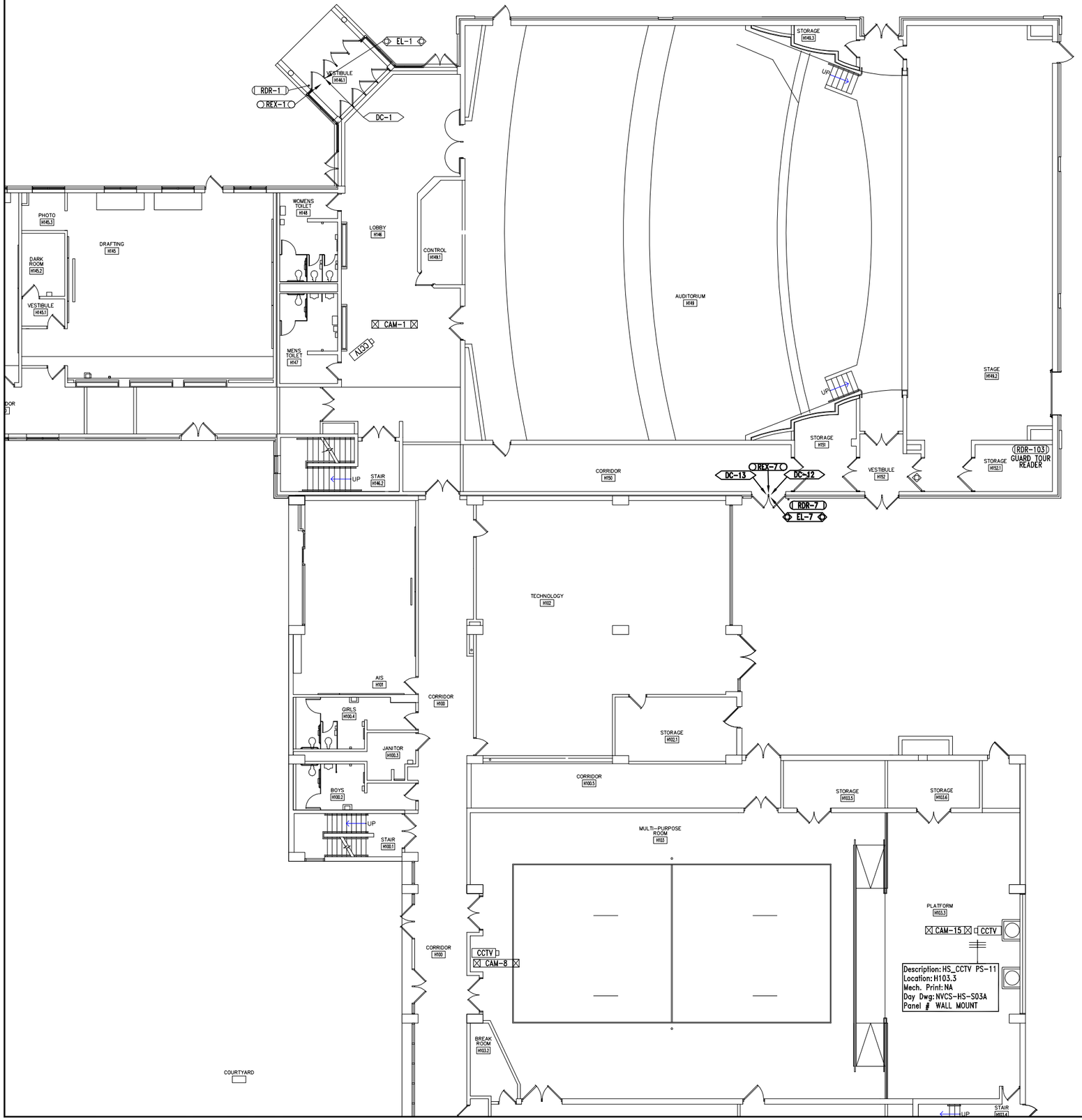
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Wall 3

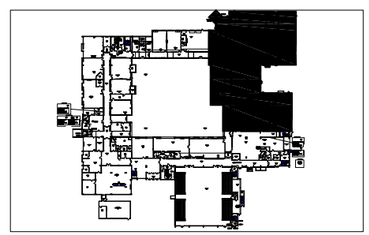
Wall 2

Wall 4

Wall 1



KEYPLAN



#	DATE	REVISION RECORD	APP	DRN	CKD
2	7/1/2011	ADDS PER CONTRACT 11-238	RLW	JRT	DLR
1	6/22/2010	REVISION PER CHANGE ORDER #1 & #2	FJB	TLA	JRT

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102 Newbury Hollow Lane, Syracuse, NY 13210, Office: (315) 487-0190
9 Avis Dr., Latham, NY 12110, Office: (518) 783-7103

DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	11-238
DATE:	3/15/2010

CONSTRUCTION

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY ADD
NEWARK VALLEY HIGH SCHOOL

DRAWING DETAIL:
NEWARK VALLEY HIGH SCHOOL
1ST FLOOR DEVICE LOCATIONS AREA C
FLOOR PLAN

DRAWING NUMBER
NVCS-HS-S00C

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Wall 3

Wall 2

Wall 4

Wall 1

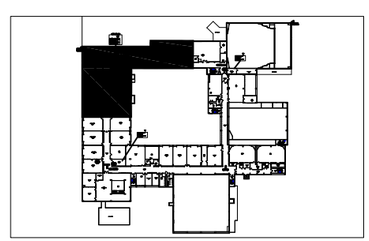
JANITOR CLOSET H237.1

Description: HS_CCTV PS-3
Location: H237.1
Mech. Print: E202
Day Dwg: NVCS-HS-S03
Panel # WALL MOUNT

CCTV
MNT-9
MNT-1
PTZ-9

9-12 RESOURCE H234
AIS H236
GIRLS TOIL. H238
BOYS TOIL. H239
STAIR H237.2
DN
LOUNGE H238.1
JANITOR H238.2
MATH CLASSROOM H241
MATH CLASSROOM H242
MATH CLASSROOM H243
MATH SPECIAL ED. H244
CORRIDOR H237
CORRIDOR H240
AIS H232
CLASSROOM H233
SOCIAL STUDIES CLASSROOM H230
AIS H231
SOCIAL STUDIES CLASSROOM H228
ENGLISH CLASSROOM H229
CORRIDOR H235
SOCIAL STUDIES CLASSROOM H226
ENGLISH CLASSROOM H227

KEYPLAN



#	DATE	REVISION RECORD	APP	DRN	CKD
1	6/22/2010	REVISION PER CHANGE ORDER #1 & #2	FJB	TLA	JRT

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DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY HIGH SCHOOL

DRAWING DETAIL:
NEWARK VALLEY HIGH SCHOOL
2ND FLOOR DEVICE LOCATIONS AREA A
FLOOR PLAN

DRAWING NUMBER
NVCS-HS-S00D

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Wall 3

Wall 2

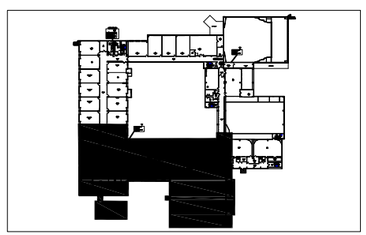
Wall 4

Wall 1

Description: HS_ACX-4
Location: H219.1
Mech. Print:
Day Dwg: NVCS-HS-S07
Panel # 1003

FOREIGN LANGUAGE CLASSROOM H222
ENGLISH CLASSROOM H223
8TH GRADE RESOURCE ROOM H220
CORRIDOR H219
BOOK ROOM H221
FACULTY OFFICE H217
STAFF H215
TEACHER CONFERENCE H213
IN-SCHOOL SUSPENSION H211
BUSINESS H209
WORK ROOM H209.1
BUSINESS H207
STORAGE H204.2
SPECIAL EDUCATION H218
(RDR-105) GUARD TOUR READER
(RDR-106) GUARD TOUR READER
ELEC./ STORAGE H219.1
MEN H215.1
CORRIDOR H216.2
WOMEN H215.2
CAM-10
CAM-11
CAM-12
CCTV
ALC30
CORRIDOR H216
AUDIO VISUAL H214.4
COMPUTER H214.3
LIBRARY REFERENCE ROOM H214
COMPUTER H214.2
STAIR H214.1
STAIR H216.1
DN
OFFICE H212
PSYCHOLOGIST H210
ATHLETIC DIRECTOR H208
GIRLS TOIL. H216.3
JANITOR H216.4
BOYS TOIL. H216.5
STAIR H216.6
ROOF BELOW

KEYPLAN



#	DATE	REVISION RECORD	APP	DRN	CKD
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Schneider Electric
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Day Automation
707C Chemung Street
Horseheads, NY 14845
Office: (607) 732-0259
7931 Rae Boulevard
Victor, NY 14564
Office: (585) 924-4630

DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY HIGH SCHOOL

DRAWING DETAIL:
NEWARK VALLEY HIGH SCHOOL
2ND FLOOR DEVICE LOCATIONS AREA B
FLOOR PLAN

DRAWING NUMBER
NVCS-HS-S00E

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Wall 3

Wall 2

Wall 4

Wall 1

ROOF BELOW

ART STORAGE H245.1

ART CLASSROOM H245

MATH CLASSROOM H243

MATH SPECIAL ED. H244

KILN H245.2

OFFICE H246

CORRIDOR H240

CAM-13 CCTV

PTZ-14 MNT-3 MNT-4 CCTV

Description: HS_ACX-3
Location: H240.2
Mech. Print:
Day Dwg: NVCS-HS-S06
Panel # 1002

OUTDOOR AV21 SURFACE 16MP

RDR-105 GUARD TOUR READER

DN

STAIR H240.1

NETWORK ELECTRONICS H240.2

MECH./ELEC. H240.3

ROOF BELOW

VESTIBUILE H200.3

ART ROOM H202

AIS H201

GIRLS TOIL. H203

JANITOR H200.2

BOYS TOIL. H205

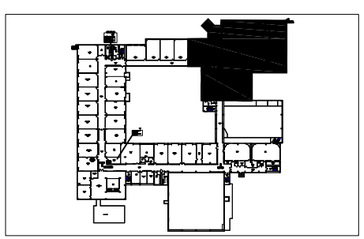
STAIR H200.1

DN

ART STORAGE H202.1

AV02 OUTDOOR 16MP

KEYPLAN



#	DATE	REVISION RECORD	APP	DRN	CKD
2	6/22/2010	REVISION PER CHANGE ORDER #1 & #2	FJB	TLA	JRT
1	4/23/2010	REVISION PER RETURNED SUBMITTAL	JRT	JRT	JRT

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707C Chemung Street
Horseheads, NY 14845
Office: (607) 732-0259

7931 Rae Boulevard
Victor, NY 14564
Office: (585) 924-4630

DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY HIGH SCHOOL

DRAWING DETAIL:
NEWARK VALLEY HIGH SCHOOL
2ND FLOOR DEVICE LOCATIONS AREA C
FLOOR PLAN

DRAWING NUMBER
NVCS-HS-S00F

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Wall 3

Wall 2

Wall 4

Wall 1

LOWER CAFETERIA M007

CAM-1

AV02 FACE ACCESS INDOOR

STAIR M007.1

STORAGE M007.5

TOILET M007.4

TOILET M007.3

JANITOR M007.2

STORAGE M008

STORAGE M006

RDR-101 GUARD TOUR READER

CRAWL SPACE M009

CORRIDOR M003.2

STAIR M003.3

MECHANICAL M012

VAULT M005.1

CRAWL SPACE M010

ELECTRICAL M005

CRAWL SPACE

CRAWL SPACE

STORAGE M004

CRAWL SPACE

CORRIDOR M003

MECHANICAL M002

OFFICE M003.1

RDR-100 GUARD TOUR READER

ELEVATOR EQUIPMENT

#	DATE	REVISION RECORD	APP	DRN	CKD

Day Automation

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Horseheads, NY 14845
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Victor, NY 14564
Office: (585) 924-4630

DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY MIDDLE SCHOOL

DRAWING DETAIL:
NEWARK VALLEY MIDDLE SCHOOL
BASEMENT DEVICE LOCATIONS
FLOOR PLAN

DRAWING NUMBER
NVCS-MS-S00A

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Wall 3

Representative testing found exterior window molding positive for lead (wood and steel)

Representative testing found exterior window molding positive for lead (wood and steel)

Wall 4

Wall 2

Exterior Ceiling-Positive

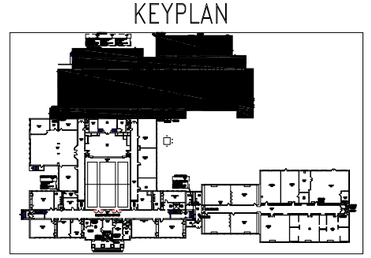
Wall 1

Representative testing found exterior window molding positive for lead (wood and steel)

CUSTODIAL M125.2

Description: MS_CCTV PS-2 Location: M125.2 Mech. Print: E201 Day Dwg: NVCS-MS-S03 Panel # WALL MOUNT	Description: MS_ACX-1 Location: M125.2 Mech. Print: Day Dwg: NVCS-MS-S04 Panel # 1000	Description: MS_ACX-2 Location: M125.2 Mech. Print: Day Dwg: NVCS-MS-S05 Panel # 1001

KEYPLAN



#	DATE	REVISION RECORD	APP	DRN	CKD
2	6/22/2010	REVISION PER CHANGE ORDER #1 & #2	FJB	TLA	JRT
1	4/23/2010	REVISION PER RETURNED SUBMITTAL	JRT	JRT	

Day Automation

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707C Chemung Street, Horseheads, NY 14845 Office: (607) 732-0259
7931 Rae Boulevard, Victor, NY 14564 Office: (585) 924-4630

DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY CSD MIDDLE SCHOOL

DRAWING DETAIL:
NEWARK VALLEY MIDDLE SCHOOL
1ST FLOOR DEVICE LOCATIONS AREA A
FLOOR PLAN

DRAWING NUMBER
NVCS-MS-S00B

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Wall 3

Wall 2

Wall 4

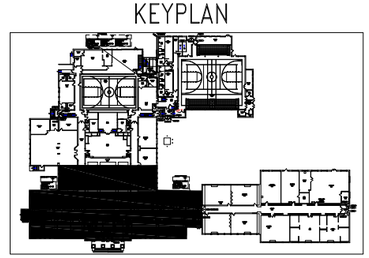
Wall 1

COMPUTER SERVER ROOM M129.1
Description: MS_DVX-1
Location: M129.1
Mech. Print:
Day Dwg: NVCS-MS-S03
Panel # 5001

JANITOR CLOSET M118.4
Description: MS_CCTV PS-1
Location: M118.4
Mech. Print: E201
Day Dwg: NVCS-MS-S03
Panel # WALL MOUNT

UP
COMPUTER CLASSROOM M128
COMPUTER SERVER M129.1
GIRLS M100.4
4TH GRADE AIS M102
ASST PRINCIPAL OFFICE M126
JANITOR M100.5
CAM-3
CORRIDOR M120
OFFICE M119
CAM-7
LOCKERS M120.2
BOYS M100.8
ASSIST. PRINCIPAL OFFICE M106
BOYS M118.6
GIRLS M118.7
STOR. M106.2
ELEV. ALCOVE M106.1
ELEV. M106.3
ELEV. ALCOVE M118.3
JANITOR M118.4
STOR. M118.5
DC-13
VEST. M100.3
STAIR M100.1
REX-7
DC-12
EL-7
RDR-7
CORRIDOR M100
CCTV
CCTV
STAIR M100.2
VESTIBULE M100.9
LOBBY M118.9
CONFERENCE M103
5TH GRADE CLASSROOM M101
TOILET M103.4
RDR-104 GUARD TOUR READER
MAIN OFFICE M103.3
VESTIBULE M100.6
STORAGE M104.1
CLO. M104.6
TOILET M104.5
CORR M104.4
TOILET M104.3
NURSE WAITING ROOM M104
NURSE'S OFFICE M104.2
SPECIAL EDUCATION M105
I.S.S. M118.2
VESTIBULE M118.1
5TH GRADE CLASSROOM M107
PRINCIPALS OFFICE M103.1
MON-1
CAM-6
REX-4
DC-7
EL-4
DC-6
RDR-4
REV-2
OUTDOOR AV21 SURFACE 16MP

KEYPLAN



#	DATE	REVISION RECORD	APP	DRN	CKD
2	7/1/2011	ADDS PER CONTRACT 11-238	RLW	JRT	DLR
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DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	11-238
DATE:	3/15/2010

CONSTRUCTION

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY ADD
NEWARK VALLEY MIDDLE SCHOOL

DRAWING DETAIL:
NEWARK VALLEY MIDDLE SCHOOL
1ST FLOOR DEVICE LOCATIONS AREA B
FLOOR PLAN

DRAWING NUMBER
NVCS-MS-S00C

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Wall 3

Wall 2

Wall 4

Wall 1

7TH GRADE SOCIAL STUDIES M112

7TH GRADE SCIENCE #1 M114

STORAGE M116.2

TECHNOLOGY M116

7TH GRADE MATH ROOM M110

RESOURCE ROOM M108

PREP ROOM M114.1

DRAFTING M116.1

GUARD TOUR READER RDR-105

REX-5

RDR-5

DC-8

DC-9

EL-5

CCTV

CAM-9

CAM-8

CORRIDOR M118

VESTIBULE M118.8

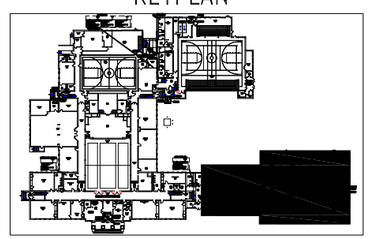
7TH GRADE ENGLISH M111

7TH GRADE SCIENCE #2 M113

ART M115

HOME & CAREER M117

KEYPLAN



#	DATE	REVISION RECORD	APP	DRN	CKD
1	6/22/2010	REVISION PER CHANGE ORDER #1 & #2	FJB	TLA	JRT

Day Automation

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9 Avis Dr., Latham, NY 12110, Office: (518) 783-7103

DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY MIDDLE SCHOOL

DRAWING DETAIL:
NEWARK VALLEY MIDDLE SCHOOL
1ST FLOOR DEVICE LOCATIONS AREA C
FLOOR PLAN

DRAWING NUMBER
NVCS-MS-S00D

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Wall 3

Wall 2

Wall 1

4TH GRADE CLASSROOM M230

4TH GRADE CLASSROOM M228

CORRIDOR M229

STAIR M220.2

UP

CORRIDOR M220

6TH GRADE CLASSROOM M221

6TH GRADE AIS M219

BALCONY M215

SPECIAL EDUCATION M202

BOYS M204

JAN. M200.3

PLANNING ROOM M226

CAM-10

STORAGE M200.4

GUARD TOUR READER RDR-106

CAM-13

LOCKER ALCOVE M217

GIRLS M214

STAIR M200.1

DN

CORRIDOR

CCTV | CCTV

CAM-11

CAM-12

4TH GRADE CLASSROOM M201

4TH GRADE CLASSROOM M203

GUIDANCE OFFICE M207

TOIL. M207.1

STOR. M208.1

GUIDANCE SECRETARY M208

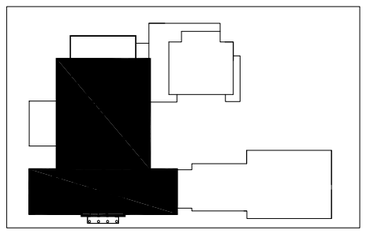
CSE SECRETARY M208.2

TOILET M209.1

CSE OFFICE M209

RESOURCE ROOM M211

KEYPLAN



#	DATE	REVISION RECORD	APP	DRN	CKD
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ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

Wall 4

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY MIDDLE SCHOOL

DRAWING DETAIL:
NEWARK VALLEY MIDDLE SCHOOL
2ND FLOOR DEVICE LOCATIONS
FLOOR PLAN

DRAWING NUMBER
NVCS-MS-S00E

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GENERAL NOTES

1. THE CONTRACTOR SHALL VISIT AND EXAMINE THE PREMISES PRIOR TO SUBMITTING BIDS TO FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS.
2. THE CONTRACTOR SHALL FILL IN AND SEAL ALL OPENINGS AS REQUIRED TO PREVENT THE ENTRANCE OF RODENTS, INSECTS, VERMIN, ETC.
3. ALL EXISTING UNDERGROUND STORAGE TANKS, PIPING, ETC. SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND APPROVALS REQUIRED FOR THE REMOVAL OF THE TANKS AND PIPING. THE CONTRACTOR SHALL NOTIFY THE OWNER AT LEAST 48 HOURS IN ADVANCE OF THE TIME THAT THE TANKS WILL BE REMOVED. THE CONTRACTOR SHALL COORDINATE THE REMOVAL OF THE TANKS WITH THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AT LEAST 48 HOURS IN ADVANCE OF THE TIME THAT THE TANKS WILL BE REMOVED. THE CONTRACTOR SHALL COORDINATE THE REMOVAL OF THE TANKS WITH THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AT LEAST 48 HOURS IN ADVANCE OF THE TIME THAT THE TANKS WILL BE REMOVED. THE CONTRACTOR SHALL COORDINATE THE REMOVAL OF THE TANKS WITH THE OWNER'S REPRESENTATIVE.
4. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES, DIG SAFELY NY, AND OTHER AGENCIES AS REQUIRED BY LAW PRIOR TO ANY EXCAVATION.
5. CONTRACTOR SHALL SECURE ALL LAWN, DRIVEWAY, POOL AND/OR PATIO AREAS AS REQUIRED BY THE OWNER'S REPRESENTATIVE AND/OR LABORATORY PROTOCOL.
6. CONTRACTOR SHALL SECURE ALL LAWN, DRIVEWAY, POOL AND/OR PATIO AREAS AS REQUIRED BY THE OWNER'S REPRESENTATIVE AND/OR LABORATORY PROTOCOL.
7. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES NOT SCHEDULED FOR REMOVAL OR DEMOLITION. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
8. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES NOT SCHEDULED FOR REMOVAL OR DEMOLITION. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
9. ALL SITE WORK SHALL BE MONTHLY AND DAILY RAKED INTO EXISTING CONDITIONS.
10. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND CONSTRUCTION MATERIALS FROM THE SITE. CONTRACTOR SHALL NOT BURY ANY DEBRIS ON SITE.
11. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND CONSTRUCTION MATERIALS FROM THE SITE. CONTRACTOR SHALL NOT BURY ANY DEBRIS ON SITE.
12. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES NOT SCHEDULED FOR REMOVAL OR DEMOLITION. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
13. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES NOT SCHEDULED FOR REMOVAL OR DEMOLITION. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
14. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES NOT SCHEDULED FOR REMOVAL OR DEMOLITION. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
15. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES NOT SCHEDULED FOR REMOVAL OR DEMOLITION. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.

DEMOLITION NOTES

1. REMOVE AND REPAIR PORTION OF CONCRETE SLAB, AS NECESSARY, TO ACCOMMODATE NEW CONDUIT AND EQUIPMENT. SAWCUT AND REMOVE CONCRETE AS REQUIRED. SAWCUT AND REMOVE ASPHALT AS REQUIRED.
2. ESTIMATE ONLY IF CONDUIT TO REPLACE EXISTING CONDUITS FROM TRANSFORMER POST AND SMC BASE.
3. REMOVE THREE (3) NEW 2 1/2" IF CONDUCT EQUIPMENT PAD.
4. REMOVE OVERHEAD POLE WITH CONDUCTORS.
5. REMOVE NEW CONDUCTOR TAIL.
6. UNINSTALLED METER AND NEW SERVICE PANEL.
7. INSTALL NEW TANK MONITORING SYSTEM, WIRING AND SENSORS WITH NEW CONTROL PANEL.
8. INSTALL NEW CANOPY DRAIN SYSTEM, CONNECT TO EXISTING STORM DRAINAGE PIPING AND CATCH BASIN.

SCHEMATIC DESIGN - NOT FOR CONSTRUCTION

	C130	2016 CAPITAL PROJECT - PHASE 2 NEWARK VALLEY CENTRAL SCHOOL DISTRICT NEWARK VALLEY — TIOGA COUNTY, NEW YORK SITE PLAN AND NOTES TRANSPORTATION BUILDING	NO. REVISION AND DESCRIPTION DATE	Keystone Associates Architects, Engineers and Surveyors, PC Copyright 2015	SED PROJECT NUMBERS Transportation Building 49-04-03-04-0-017-001 Bus Garage Reconstruction 49-04-03-04-0-004-009 Dalrymple Mem. Reconstruction 49-04-03-04-0-009-001 Urban Child Cemetery 49-04-03-04-0-003-015 Middle School 49-04-03-04-0-003-016 High School 49-04-03-04-0-007-020			KEYSTONE ASSOCIATES N Exchange Street Binghamton, New York 13901 Phone: 607.723.3100 Fax: 607.723.3703 Email: info@keyassoc.com www.keyassoc.com

Wall 3

Wall 2



Wall 4

Wall 1

NVCSD High School

Summary

EcoSpect, Inc
5760 Route 96, Romulus, NY 14541

Customer: Keystone Environmental Services
58 Exchange St, Binghamton NY 13901

Project: Newark Valley CSD
79 Whig St, Newark Valley, NY 13811

Summary Analysis						
Comp	**Component**	**Number Tested**	**Number Pos (%)**	**Number Neg (%)**	**Lab Tested**	**Lab Pos (%)**
1	Bar Joist	1	0 (0%)	1 (100%)	0	0 (0%)
2	Basecove	2	0 (0%)	2 (100%)	0	0 (0%)
3	Boiler	2	0 (0%)	2 (100%)	0	0 (0%)
4	Ceiling	23	2 (9%)	21 (91%)	0	0 (0%)
5	Chalk Board	1	0 (0%)	1 (100%)	0	0 (0%)
6	Cornice	6	0 (0%)	6 (100%)	0	0 (0%)
7	Door	25	1 (4%)	24 (96%)	0	0 (0%)
8	Door Molding	24	1 (4%)	23 (96%)	0	0 (0%)
9	Door Threshold	1	0 (0%)	1 (100%)	0	0 (0%)
10	Ducts	2	0 (0%)	2 (100%)	0	0 (0%)
11	Floor	3	0 (0%)	3 (100%)	0	0 (0%)
12	Flue	1	0 (0%)	1 (100%)	0	0 (0%)
13	Grate	5	0 (0%)	5 (100%)	0	0 (0%)
14	Gutter	2	0 (0%)	2 (100%)	0	0 (0%)
15	Newel Post	4	0 (0%)	4 (100%)	0	0 (0%)
16	Overhead Door	1	0 (0%)	1 (100%)	0	0 (0%)
17	Overhead Door Molding	1	0 (0%)	1 (100%)	0	0 (0%)
18	Pillar	2	0 (0%)	2 (100%)	0	0 (0%)
19	Pipe	3	0 (0%)	3 (100%)	0	0 (0%)
20	Pole	2	0 (0%)	2 (100%)	0	0 (0%)
21	Pump Footing	2	0 (0%)	2 (100%)	0	0 (0%)
22	Soffit	18	0 (0%)	18 (100%)	0	0 (0%)
23	Stair Rail	13	2 (15%)	11 (85%)	0	0 (0%)
24	Stair Tread	5	0 (0%)	5 (100%)	0	0 (0%)
25	Stair Wall	2	0 (0%)	2 (100%)	0	0 (0%)
26	Stringer	2	0 (0%)	2 (100%)	0	0 (0%)
27	Tank	4	0 (0%)	4 (100%)	0	0 (0%)
28	Univent	2	0 (0%)	2 (100%)	0	0 (0%)
29	Vent Cover	22	0 (0%)	22 (100%)	0	0 (0%)
30	Wall	62	0 (0%)	62 (100%)	0	0 (0%)
31	Wall Molding	5	0 (0%)	5 (100%)	0	0 (0%)
32	Window Molding	52	7 (14%)	45 (86%)	0	0 (0%)

Daily Calibrations

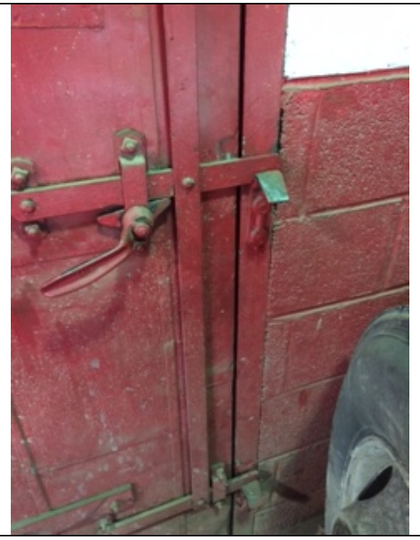
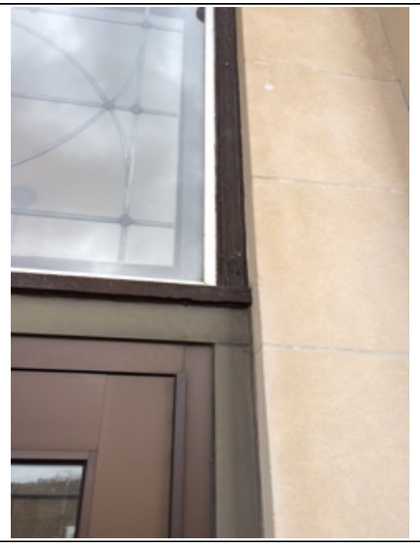
EcoSpect, Inc
5760 Route 96, Romulus, NY 14541

#	Time	Type	Duration	Units	Res	EScale1	EscleCT	PbL	PbK
1	3/28/2016 14:10	Calibrations	148.96	cps	375.88	4.14	2.46	0.34	0
2	3/28/2016 14:11	Calibrations	5.95	mg / cm ^2				0.9	0.08
3	3/28/2016 14:12	Calibrations	19.96	mg / cm ^2				1	0.25
4	3/28/2016 14:13	Calibrations	7.85	mg / cm ^2				1.1	0.16
29	3/28/2016 14:35	Calibrations	6.39	mg / cm ^2				0.9	0.2
30	3/28/2016 14:42	Calibrations	19.85	mg / cm ^2				1	0.4
141	3/28/2016 15:59	Calibrations	19.98	mg / cm ^2				1	0.22
222	3/28/2016 16:50	Calibrations	7.86	mg / cm ^2				1.1	0.06
223	3/28/2016 17:06	Calibrations	145	cps	375.6	4.14	2.46	0.39	0
225	3/28/2016 17:13	Calibrations	19.97	mg / cm ^2				1	0.13
302	3/28/2016 18:05	Calibrations	19.97	mg / cm ^2				1	0.26
318	3/28/2016 18:26	Calibrations	19.99	mg / cm ^2				1	0.4

Confirmed Positives Component Types

Confirmed Positive Component Types

Newark Valley Central School District

		
Bus Garage - Boiler Room Ceiling	**Bus Garage - Fire Door and Molding**	**Elementary School – Stair Rail**
		
Middle School – Exterior Steel Window Molding	**Middle School - Exterior Wall 1 Wood Molding**	**Middle School - Exterior Wall 2 Steel Window Molding**

Bus Garage

Confirmed Positives

EcoSpect, Inc
5760 Route 96, Romulus, NY 14541

Customer: Keystone Environmental Services
58 Exchange St, Binghamton NY 13901

Project: Newark Valley CSD
79 Whig St, Newark Valley, NY 13811

Confirmed Positives

#	Site	Component	Substrate	Side	Condition	Room	Results	PbL	PbK
19	Bus Garage	Ceiling	Steel	Wall 4	Brown	Boiler	Positive	0.7	1.1
20	Bus Garage	Door Molding	Steel	Wall 4	Gray	Boiler	Positive	1.2	1.2
22	Bus Garage	Door	Steel	Wall 4	Red	Boiler	Positive	1.2	1

XRF Results

EcoSpect, Inc
5760 Route 96, Romulus, NY 14541

Customer: Keystone Environmental Services
58 Exchange St, Binghamton NY 13901

Project: Newark Valley CSD
79 Whig St, Newark Valley, NY 13811

XRF & Labs									
#	Site	Component	Substrate	Side	Condition	Room	Results	PbL	PbK
5	Bus Garage	Wall	Masonry	Wall 1	Gray	Boiler	Negative	0.03	0.21
6	Bus Garage	Door Molding	Steel	Wall 1	Red	Boiler	Negative	0.02	-0.45
7	Bus Garage	Door	Steel	Wall 1	White	Boiler	Negative	0	0.2
8	Bus Garage	Wall	Masonry	Wall 2	Gray	Boiler	Negative	0.06	0.5
9	Bus Garage	Ducts	Steel	Wall 2	Gray	Boiler	Negative	0	0.3
10	Bus Garage	Pipe	Steel	Wall 2	Brown	Boiler	Negative	0	0.4
11	Bus Garage	Pipe	Steel	Wall 2	Brown	Boiler	Negative	0.01	-0.54
12	Bus Garage	Flue	Steel	Wall 2	Gray	Boiler	Negative	0	-0.43
13	Bus Garage	Boiler	Steel	Wall 2	Gray	Boiler	Negative	0	0.06
14	Bus Garage	Boiler	Steel	Wall 2	Blue	Boiler	Negative	0	0.13
15	Bus Garage	Bar Joist	Steel	Wall 2	Brown	Boiler	Negative	0	-0.61
16	Bus Garage	Wall	Masonry	Wall 3	Gray	Boiler	Negative	0.08	0.4
17	Bus Garage	Wall	Masonry	Wall 4	Gray	Boiler	Negative	0.06	0.3
18	Bus Garage	Floor	Masonry	Wall 4	Gray	Boiler	Negative	0.01	0.3
19	Bus Garage	Ceiling	Steel	Wall 4	Brown	Boiler	Positive	0.7	1.1
20	Bus Garage	Door Molding	Steel	Wall 4	Gray	Boiler	Positive	1.2	1.2
21	Bus Garage	Door	Steel	Wall 4	Gray	Boiler	Negative	0.6	0.8
22	Bus Garage	Door	Steel	Wall 4	Red	Boiler	Positive	1.2	1
23	Bus Garage	Pole	Steel	Wall 4	White	Gas Island	Negative	0	-0.17
24	Bus Garage	Pole	Steel	Wall 4	White	Gas Island	Negative	0	-0.86
25	Bus Garage	Pump Footing	Masonry	Wall 4	Gray	Gas Island	Negative	0	0.21
26	Bus Garage	Pump Footing	Steel	Wall 4	Yellow	Gas Island	Negative	0	-0.24
27	Bus Garage	Ceiling	Steel	Wall 4	Brown	Gas Island	Negative	0	-0.11
28	Bus Garage	Soffit	Steel	Wall 4	White	Gas Island	Negative	0	-0.13

Elementary School

Confirmed Positives

EcoSpect, Inc
5760 Route 96, Romulus, NY 14541

Customer: Keystone Environmental Services
58 Exchange St, Binghamton NY 13901

Project: Newark Valley CSD
79 Whig St, Newark Valley, NY 13811

Confirmed Positives									
#	Site	Component	Substrate	Side	Condition	Room	Results	PbL	PbK
187	Elementary School	Stair Rail	Steel	Wall 2	Brown	Exterior	Positive	0.05	1.5
190	Elementary School	Stair Rail	Steel	Wall 2	Brown	Exterior	Positive	0.13	1.2

XRF

XRF & Labs									
#	Site	Component	Substrate	Side	Condition	Room	Results	PbL	PbK
142	Elementary School	Stringer	Brick	Wall 1	Brown	Exterior	Negative	0.02	-0.05
143	Elementary School	Stringer	Brick	Wall 1	Brown	Exterior	Negative	0	-0.17
144	Elementary School	Window Molding	Masonry	Wall 1	Brown	Exterior	Negative	0	-0.05
145	Elementary School	Window Molding	Steel	Wall 1	Gray	Exterior	Negative	0.01	-0.05
146	Elementary School	Vent Cover	Steel	Wall 1	Black	Exterior	Negative	0	-0.33
147	Elementary School	Vent Cover	Steel	Wall 1	Black	Exterior	Negative	0	0.12
148	Elementary School	Soffit	Steel	Wall 1	Gray	Exterior	Negative	0	-0.02
149	Elementary School	Vent Cover	Steel	Wall 1	Black	Exterior	Negative	0	-0.24
150	Elementary School	Wall	Brick	Wall 1	Brown	Exterior	Negative	0.01	0.12
151	Elementary School	Wall	Brick	Wall 1	Brown	Exterior	Negative	0.01	-0.44
152	Elementary School	Door Molding	Steel	Wall 1	Black	Exterior	Negative	0	-0.6
153	Elementary School	Door	Steel	Wall 1	Black	Exterior	Negative	0	-0.37
154	Elementary School	Ceiling	Steel	Wall 1	Black	Exterior	Negative	0	-0.79
155	Elementary School	Window Molding	Steel	Wall 4	Black	Exterior	Negative	0	-0.3
156	Elementary School	Window Molding	Masonry	Wall 4	Brown	Exterior	Negative	0	-0.65
157	Elementary School	Vent Cover	Steel	Wall 4	Black	Exterior	Negative	0	-0.35
158	Elementary School	Vent Cover	Steel	Wall 4	Black	Exterior	Negative	0	-0.46
159	Elementary School	Window Molding	Steel	Wall 4	Black	Exterior	Negative	0.01	-0.4
160	Elementary School	Window Molding	Masonry	Wall 4	Brown	Exterior	Negative	0.01	0.08
161	Elementary School	Wall Molding	Masonry	Wall 4	Brown	Exterior	Negative	0	-0.18
162	Elementary School	Soffit	Masonry	Wall 4	Brown	Exterior	Negative	0	-0.06
163	Elementary School	Soffit	Masonry	Wall 4	Brown	Exterior	Negative	0	-0.46
164	Elementary School	Window Molding	Steel	Wall 4	Black	Exterior	Negative	0	-0.74
165	Elementary School	Window Molding	Masonry	Wall 4	Brown	Exterior	Negative	0	-0.36
166	Elementary School	Vent Cover	Steel	Wall 4	Gray	Exterior	Negative	0	-0.54
167	Elementary School	Vent Cover	Steel	Wall 4	Black	Exterior	Negative	0	-0.49
168	Elementary School	Wall	Brick	Wall 4	Brown	Exterior	Negative	0	-0.55
169	Elementary School	Soffit	Steel	Wall 4	Gray	Exterior	Negative	0	-0.16
170	Elementary School	Wall	Brick	Wall 1	Brown	Exterior	Negative	0.01	-0.01
171	Elementary School	Ceiling	Steel	Wall 1	Black	Exterior	Negative	0	0.15
172	Elementary School	Door Molding	Steel	Wall 1	Black	Exterior	Negative	0	-0.39
173	Elementary School	Door	Steel	Wall 1	Black	Exterior	Negative	0	-0.25

#	Site	Component	Substrate	Side	Condition	Room	Results	PbL	PbK
174	Elementary School	Door	Steel	Wall 2	Black	Exterior	Negative	0	-0.38
175	Elementary School	Door Molding	Steel	Wall 2	Black	Exterior	Negative	0	-0.14
176	Elementary School	Wall	Brick	Wall 2	Brown	Exterior	Negative	0.01	-0.69
177	Elementary School	Window Molding	Masonry	Wall 2	Brown	Exterior	Negative	0	-0.89
178	Elementary School	Window Molding	Steel	Wall 2	Brown	Exterior	Negative	0	-0.3
179	Elementary School	Pipe	Steel	Wall 2	Brown	Exterior	Negative	0	-0.05
180	Elementary School	Vent Cover	Steel	Wall 2	Black	Exterior	Negative	0	-0.58
181	Elementary School	Wall Molding	Masonry	Wall 2	Brown	Exterior	Negative	0.01	-0.62
182	Elementary School	Door Molding	Steel	Wall 2	Black	Exterior	Negative	0	0
183	Elementary School	Door	Steel	Wall 2	Black	Exterior	Negative	0	-1.13
184	Elementary School	Vent Cover	Steel	Wall 2	Black	Exterior	Negative	0	-0.24
185	Elementary School	Window Molding	Masonry	Wall 2	Brown	Exterior	Negative	0	-0.22
186	Elementary School	Window Molding	Steel	Wall 2	Brown	Exterior	Negative	0.01	-0.46
187	Elementary School	Stair Rail	Steel	Wall 2	Brown	Exterior	Positive	0.05	1.5
190	Elementary School	Stair Rail	Steel	Wall 2	Brown	Exterior	Positive	0.13	1.2
191	Elementary School	Stair Tread	Masonry	Wall 2	Yellow	Exterior	Negative	0.01	-0.16
192	Elementary School	Ceiling	Masonry	Wall 1	Brown	Exterior	Negative	0	-0.51
193	Elementary School	Ceiling	Masonry	Wall 1	Brown	Exterior	Negative	0.01	-0.17
194	Elementary School	Door Molding	Steel	Wall 1	Brown	Exterior	Negative	0.03	0.01
195	Elementary School	Wall	Brick	Wall 2	Brown	Exterior	Negative	0	-0.25
196	Elementary School	Ceiling	Steel	Wall 2	Black	Exterior	Negative	0	0.6
197	Elementary School	Wall	Brick	Wall 3	Brown	Exterior	Negative	0.01	-0.4
198	Elementary School	Window Molding	Masonry	Wall 3	Brown	Exterior	Negative	0	-1.06
199	Elementary School	Window Molding	Steel	Wall 3	Black	Exterior	Negative	0	-0.4
200	Elementary School	Vent Cover	Steel	Wall 3	Black	Exterior	Negative	0	-0.21
201	Elementary School	Vent Cover	Steel	Wall 3	Black	Exterior	Negative	0	-0.31
202	Elementary School	Window Molding	Masonry	Wall 3	Brown	Exterior	Negative	0.01	-0.49
203	Elementary School	Window Molding	Masonry	Wall 3	Brown	Exterior	Negative	0	-0.48
204	Elementary School	Ceiling	Steel	Wall 3	Black	Exterior	Negative	0	-0.11
205	Elementary School	Door Molding	Steel	Wall 3	Black	Exterior	Negative	0	-0.14
206	Elementary School	Door	Steel	Wall 3	Black	Exterior	Negative	0	-0.44
207	Elementary School	Window Molding	Steel	Wall 3	Black	Exterior	Negative	0	-0.33
208	Elementary School	Wall Molding	Masonry	Wall 3	Brown	Exterior	Negative	0	-0.09

#	Site	Component	Substrate	Side	Condition	Room	Results	PbL	PbK
209	Elementary School	Ceiling	Masonry	Wall 3	Brown	Exterior	Negative	0	-0.35
210	Elementary School	Vent Cover	Steel	Wall 3	Gray	Exterior	Negative	0	-0.42
211	Elementary School	Vent Cover	Steel	Wall 3	Gray	Exterior	Negative	0	-0.22
212	Elementary School	Window Molding	Masonry	Wall 3	White	Exterior	Negative	0.01	-0.53
213	Elementary School	Stair Rail	Steel	Wall 3	Gray	Exterior	Negative	0.12	-0.02
214	Elementary School	Stair Rail	Steel	Wall 3	Gray	Exterior	Negative	0.03	0.9
215	Elementary School	Newel Post	Steel	Wall 3	Gray	Exterior	Negative	0	-0.63
216	Elementary School	Ceiling	Steel	Wall 3	Gray	Exterior	Negative	0	-0.5
217	Elementary School	Stair Tread	Masonry	Wall 3	Orange	Exterior	Negative	0	-0.58
218	Elementary School	Wall	Brick	Wall 3	Brown	Exterior	Negative	0	-0.43
219	Elementary School	Wall	Brick	Wall 4	Brown	Exterior	Negative	0.01	-0.1
220	Elementary School	Wall	Brick	Wall 4	Brown	Exterior	Negative	0.01	-0.16
221	Elementary School	Soffit	Steel	Wall 4	Brown	Exterior	Negative	0	0.05

Middle School

Confirmed Positives

EcoSpect, Inc
5760 Route 96, Romulus, NY 14541

Customer: Keystone Environmental Services
58 Exchange St, Binghamton NY 13901

Project: Newark Valley CSD
79 Whig St, Newark Valley, NY 13811

Confirmed Positives									
#	Site	Component	Substrate	Side	Condition	Room	Results	PbL	PbK
50	Middle School	Window Molding	Steel	Wall 1	Brown	Exterior	Positive	0	2.8
51	Middle School	Window Molding	Steel	Wall 1	Brown	Exterior	Positive	0	1.9
64	Middle School	Window Molding	Steel	Wall 1	Brown	Exterior	Positive	0	1.2
75	Middle School	Window Molding	Wood	Wall 1	Brown	Exterior	Positive	1.2	2
84	Middle School	Window Molding	Steel	Wall 2	Brown	Exterior	Positive	0	1.5
87	Middle School	Window Molding	Steel	Wall 2	Brown	Exterior	Positive	0	1.4
135	Middle School	Window Molding	Steel	Wall 3	Brown	Exterior	Positive	0.5	1
140	Middle School	Ceiling	Masonry	Wall 4	Brown	Exterior	Positive	1.2	0.24

XRF

XRF & Labs									
#	Site	Component	Substrate	Side	Condition	Room	Results	PbL	PbK
31	Middle School	Soffit	Masonry		Gray	Roof	Negative	0	-0.04
32	Middle School	Cornice	Steel		Brown	Roof	Negative	0.4	0.22
33	Middle School	Cornice	Steel		Brown	Roof	Negative	0.4	0.5
34	Middle School	Cornice	Masonry		Gray	Roof	Negative	0.3	0.7
35	Middle School	Soffit	Masonry	Wall 1	Gray	Roof	Negative	0	0.25
36	Middle School	Soffit	Masonry	Wall 1	Gray	Roof	Negative	0	0.22
37	Middle School	Soffit	Steel	Wall 1	Brown	Roof	Negative	0	0.12
38	Middle School	Soffit	Steel	Wall 4	Brown	Roof	Negative	0	0.5
39	Middle School	Soffit	Steel	Wall 4	Brown	Roof	Negative	0	-0.29
40	Middle School	Soffit	Steel	Wall 3	Brown	Roof	Negative	0.01	0.03
41	Middle School	Cornice	Steel	Wall 3	Brown	Roof	Negative	0.6	0.9
42	Middle School	Cornice	Steel	Wall 3	Brown	Roof	Negative	0.4	0.8
43	Middle School	Soffit	Masonry	Wall 3	Gray	Roof	Negative	0.01	0.27
44	Middle School	Soffit	Steel	Wall 3	Brown	Roof	Negative	0	0.5
45	Middle School	Soffit	Steel	Wall 2	Brown	Roof	Negative	0	0.09
46	Middle School	Cornice	Steel	Wall 2	Brown	Roof	Negative	0.12	0.28
47	Middle School	Wall	Brick	Wall 1	Brown	Exterior	Negative	0.01	0.14
48	Middle School	Wall	Masonry	Wall 1	Brown	Exterior	Negative	0	-0.17
49	Middle School	Window Molding	Masonry	Wall 1	Brown	Exterior	Negative	0.05	-0.25
50	Middle School	Window Molding	Steel	Wall 1	Brown	Exterior	Positive	0	2.8
51	Middle School	Window Molding	Steel	Wall 1	Brown	Exterior	Positive	0	1.9
52	Middle School	Window Molding	Masonry	Wall 1	Brown	Exterior	Negative	0.02	0.22
53	Middle School	Door Molding	Masonry	Wall 1	Brown	Exterior	Negative	0	-0.01
54	Middle School	Door Molding	Steel	Wall 1	Black	Exterior	Negative	0	-0.32
55	Middle School	Door	Steel	Wall 1	Black	Exterior	Negative	0	-0.44
56	Middle School	Ceiling	Masonry	Wall 1	Brown	Exterior	Negative	0.01	-0.43
57	Middle School	Wall	Brick	Wall 1	Brown	Exterior	Negative	0.01	-0.57
58	Middle School	Window Molding	Steel	Wall 1	Brown	Exterior	Negative	0	-0.09
59	Middle School	Vent Cover	Steel	Wall 1	Black	Exterior	Negative	0	-0.51
60	Middle School	Vent Cover	Steel	Wall 1	Black	Exterior	Negative	0	-0.2
61	Middle School	Window Molding	Masonry	Wall 1	Brown	Exterior	Negative	0	-0.05
62	Middle School	Wall	Brick	Wall 1	Brown	Exterior	Negative	0	0.16

#	Site	Component	Substrate	Side	Condition	Room	Results	PbL	PbK
63	Middle School	Wall	Brick	Wall 1	Brown	Exterior	Negative	0.01	0.7
64	Middle School	Window Molding	Steel	Wall 1	Brown	Exterior	Positive	0	1.2
65	Middle School	Window Molding	Masonry	Wall 1	Brown	Exterior	Negative	0	0.29
66	Middle School	Vent Cover	Steel	Wall 1	Black	Exterior	Negative	0	-0.7
67	Middle School	Stair Rail	Steel	Wall 1	Black	Exterior	Negative	0	-0.37
68	Middle School	Stair Tread	Masonry	Wall 1	Brown	Exterior	Negative	0	0.24
69	Middle School	Pillar	Masonry	Wall 1	Brown	Exterior	Negative	0	0.2
70	Middle School	Pillar	Masonry	Wall 1	Brown	Exterior	Negative	0	-0.05
71	Middle School	Wall	Masonry	Wall 1	Brown	Exterior	Negative	0	-0.18
72	Middle School	Window Molding	Steel	Wall 1	Brown	Exterior	Negative	0	-0.78
73	Middle School	Door Molding	Steel	Wall 1	Black	Exterior	Negative	0	-0.35
74	Middle School	Door	Steel	Wall 1	Black	Exterior	Negative	0	-0.99
75	Middle School	Window Molding	Wood	Wall 1	Brown	Exterior	Positive	1.2	2
76	Middle School	Wall	Masonry	Wall 2	Brown	Exterior	Negative	0.02	0
77	Middle School	Wall	Brick	Wall 2	Brown	Exterior	Negative	0.02	0.17
78	Middle School	Wall	Brick	Wall 2	Brown	Exterior	Negative	0.01	0.4
79	Middle School	Wall	Masonry	Wall 2	Brown	Exterior	Negative	0.03	-0.48
80	Middle School	Stair Rail	Steel	Wall 2	Gray	Exterior	Negative	0	-0.23
81	Middle School	Stair Tread	Wood	Wall 2	Brown	Exterior	Negative	0	0.14
82	Middle School	Door Threshold	Masonry	Wall 2	Brown	Exterior	Negative	0	0.1
83	Middle School	Window Molding	Masonry	Wall 2	Brown	Exterior	Negative	0.07	0.2
84	Middle School	Window Molding	Steel	Wall 2	Brown	Exterior	Positive	0	1.5
85	Middle School	Wall	Masonry	Wall 2	Brown	Exterior	Negative	0.04	0.5
86	Middle School	Window Molding	Masonry	Wall 2	Brown	Exterior	Negative	0.12	0.14
87	Middle School	Window Molding	Steel	Wall 2	Brown	Exterior	Positive	0	1.4
88	Middle School	Stair Rail	Steel	Wall 2	Brown	Exterior	Negative	0	-0.19
89	Middle School	Ceiling	Steel	Wall 2	Brown	Exterior	Negative	0	-0.23
90	Middle School	Gutter	Steel	Wall 2	Brown	Exterior	Negative	0	-0.06
91	Middle School	Newel Post	Steel	Wall 2	Brown	Exterior	Negative	0.01	0.29
92	Middle School	Door Molding	Steel	Wall 2	Black	Exterior	Negative	0	0.01
93	Middle School	Door	Steel	Wall 2	Black	Exterior	Negative	0	-0.26
94	Middle School	Wall	Masonry	Wall 2	Brown	Exterior	Negative	0	-0.18
95	Middle School	Wall	Brick	Wall 2	Brown	Exterior	Negative	0	0.12

#	Site	Component	Substrate	Side	Condition	Room	Results	PbL	PbK
96	Middle School	Stair Wall	Masonry	Wall 2	Brown	Exterior	Negative	0	-0.21
97	Middle School	Stair Rail	Steel	Wall 3	Brown	Exterior	Negative	0.01	0.8
98	Middle School	Stair Rail	Steel	Wall 3	Yellow	Exterior	Negative	0.01	-0.14
99	Middle School	Stair Rail	Steel	Wall 3	Yellow	Exterior	Negative	0.01	-0.22
100	Middle School	Stair Tread	Masonry	Wall 3	Brown	Exterior	Negative	0	-0.06
101	Middle School	Wall	Masonry	Wall 3	Brown	Exterior	Negative	0.2	0.3
102	Middle School	Wall	Brick	Wall 3	Brown	Exterior	Negative	0.01	-0.02
103	Middle School	Stair Rail	Steel	Wall 3	Brown	Exterior	Negative	0	0.3
104	Middle School	Door Molding	Steel	Wall 3	Brown	Exterior	Negative	0	0.5
105	Middle School	Door	Steel	Wall 3	Brown	Exterior	Negative	0	-0.15
106	Middle School	Newel Post	Steel	Wall 3	Brown	Exterior	Negative	0	-0.53
107	Middle School	Stair Rail	Steel	Wall 3	Brown	Exterior	Negative	0	-0.4
108	Middle School	Stair Wall	Masonry	Wall 3	Brown	Exterior	Negative	0	0.18
109	Middle School	Window Molding	Masonry	Wall 3	Brown	Exterior	Negative	0.07	-0.18
110	Middle School	Ceiling	Steel	Wall 3	Brown	Exterior	Negative	0.01	0.1
111	Middle School	Soffit	Steel	Wall 3	Brown	Exterior	Negative	0	-0.22
112	Middle School	Window Molding	Steel	Wall 3	Brown	Exterior	Negative	0	-0.2
113	Middle School	Soffit	Steel	Wall 3	Brown	Exterior	Negative	0	0.3
114	Middle School	Wall	Brick	Wall 3	Brown	Exterior	Negative	0.01	0.5
115	Middle School	Wall	Masonry	Wall 3	Brown	Exterior	Negative	0	-0.3
116	Middle School	Ceiling	Masonry	Wall 3	White	Exterior	Negative	0.01	-0.21
117	Middle School	Wall	Brick	Wall 3	Brown	Exterior	Negative	0.01	-0.01
118	Middle School	Door Molding	Steel	Wall 3	Brown	Exterior	Negative	0.18	-0.55
119	Middle School	Door	Steel	Wall 3	Black	Exterior	Negative	0	-0.62
120	Middle School	Door	Steel	Wall 3	Black	Exterior	Negative	0	-0.28
121	Middle School	Door Molding	Steel	Wall 4	Black	Exterior	Negative	0.24	-0.19
122	Middle School	Door	Steel	Wall 4	Black	Exterior	Negative	0	-0.74
123	Middle School	Gutter	Steel	Wall 4	Black	Exterior	Negative	0	-0.29
124	Middle School	Wall	Wood	Wall 3	Brown	Exterior	Negative	0	-0.57
125	Middle School	Wall	Brick	Wall 4	Brown	Exterior	Negative	0.01	0.1
126	Middle School	Wall	Masonry	Wall 4	Brown	Exterior	Negative	0	0.01
127	Middle School	Window Molding	Steel	Wall 4	Brown	Exterior	Negative	0	-0.19
128	Middle School	Window Molding	Masonry	Wall 4	Brown	Exterior	Negative	0	-0.36

#	Site	Component	Substrate	Side	Condition	Room	Results	PbL	PbK
129	Middle School	Door Molding	Steel	Wall 4	Black	Exterior	Negative	0	0.3
130	Middle School	Door	Steel	Wall 4	Black	Exterior	Negative	0	-0.5
131	Middle School	Vent Cover	Steel	Wall 3	Black	Exterior	Negative	0	-0.06
132	Middle School	Window Molding	Masonry	Wall 3	Brown	Exterior	Negative	0	-0.3
133	Middle School	Window Molding	Steel	Wall 3	Brown	Exterior	Negative	0	-0.52
134	Middle School	Grate	Steel	Wall 4	Brown	Exterior	Negative	0	-0.79
135	Middle School	Window Molding	Steel	Wall 3	Brown	Exterior	Positive	0.5	1
136	Middle School	Window Molding	Steel	Wall 3	Brown	Exterior	Negative	0	-0.32
137	Middle School	Window Molding	Steel	Wall 4	Brown	Exterior	Negative	0	-0.18
138	Middle School	Window Molding	Steel	Wall 4	Brown	Exterior	Negative	0	-0.42
139	Middle School	Ceiling	Masonry	Wall 4	Brown	Exterior	Negative	0	-0.47
140	Middle School	Ceiling	Masonry	Wall 4	Brown	Exterior	Positive	1.2	0.24
303	Middle School	Floor	Wood	Wall 4	Brown	GYM125	Negative	0	-0.2
304	Middle School	Floor	Wood	Wall 4	Red	GYM125	Negative	0	-0.27
305	Middle School	Basecove	Steel	Wall 4	Black	GYM125	Negative	0	0
306	Middle School	Basecove	Steel	Wall 4	Black	GYM125	Negative	0	-0.44
307	Middle School	Wall	Masonry	Wall 2	Red	GYM125	Negative	0	0
308	Middle School	Grate	Steel	Wall 2	Black	GYM125	Negative	0	-0.62
309	Middle School	Wall	Masonry	Wall 4	Red	GYM125	Negative	0.03	-0.24
310	Middle School	Grate	Steel	Wall 4	Black	GYM125	Negative	0.16	-0.35
311	Middle School	Wall	Brick	Wall 4	Red	GYM125	Negative	0.06	0
312	Middle School	Wall	Brick	Wall 4	Red	GYM125	Negative	0.03	-0.09
313	Middle School	Tank	Steel	Wall 4	Red	Boiler	Negative	0	-0.5
314	Middle School	Tank	Steel	Wall 4	Red	Boiler	Negative	0	0.3
315	Middle School	Tank	Steel	Wall 4	Red	Boiler	Negative	0	-0.3
316	Middle School	Tank	Steel	Wall 4	Red	Boiler	Negative	0	0.12

High School

Confirmed Positives

EcoSpect, Inc
5760 Route 96, Romulus, NY 14541

Customer: Keystone Environmental Services
58 Exchange St, Binghamton NY 13901

Project: Newark Valley CSD
79 Whig St, Newark Valley, NY 13811

Confirmed Positives									
#	Site	Component	Substrate	Side	Condition	Room	Results	PbL	PbK

XRF

XRF & Labs									
#	Site	Component	Substrate	Side	Condition	Room	Results	PbL	PbK
226	High School	Wall	Brick	Wall 1	Brown	132 Exterior	Negative	0.01	-0.49
227	High School	Wall	Masonry	Wall 1	Brown	132 Exterior	Negative	0	-0.15
228	High School	Vent Cover	Steel	Wall 1	Brown	132 Exterior	Negative	0	-0.01
229	High School	Window Molding	Steel	Wall 1	Brown	132 Exterior	Negative	0.01	-0.06
230	High School	Wall	Brick	Wall 1	Brown	Exterior	Negative	0	-0.44
231	High School	Ceiling	Steel	Wall 1	Brown	Exterior	Negative	0	-0.14
232	High School	Window Molding	Steel	Wall 1	Black	Exterior	Negative	0	-0.48
233	High School	Door Molding	Steel	Wall 1	Black	Exterior	Negative	0	0.21
234	High School	Door	Steel	Wall 1	Black	Exterior	Negative	0	-0.25
235	High School	Vent Cover	Steel	Wall 1	Black	Exterior	Negative	0	-0.5
236	High School	Vent Cover	Steel	Wall 1	Black	Exterior	Negative	0	-0.47
237	High School	Window Molding	Steel	Wall 1	Black	Exterior	Negative	0	-0.1
238	High School	Wall	Brick	Wall 1	Brown	Exterior	Negative	0	0.28
239	High School	Ceiling	Steel	Wall 1	Brown	Exterior	Negative	0	-0.33
240	High School	Door Molding	Steel	Wall 1	Black	Exterior	Negative	0	-0.57
241	High School	Door	Steel	Wall 1	Black	Exterior	Negative	0	-1.03
242	High School	Wall	Masonry	Wall 1	Brown	Exterior	Negative	0	0.4
243	High School	Wall	Masonry	Wall 2	Brown	Exterior	Negative	0	-0.26
244	High School	Door Molding	Steel	Wall 2	Black	Exterior	Negative	0	-0.16
245	High School	Door	Steel	Wall 2	Black	Exterior	Negative	0	-1.24
246	High School	Overhead Door Molding	Steel	Wall 2	Black	Exterior	Negative	0.01	0.7
247	High School	Overhead Door	Steel	Wall 2	Brown	Exterior	Negative	0	0.18
248	High School	Wall	Brick	Wall 2	Brown	Exterior	Negative	0	-0.46
249	High School	Window Molding	Steel	Wall 2	Black	Exterior	Negative	0	0.23
250	High School	Wall	Masonry	Wall 2	Brown	Exterior	Negative	0	-0.41
251	High School	Stair Rail	Steel	Wall 2	Black	Exterior	Negative	0.09	0.4
252	High School	Grate	Steel	Wall 2	Black	Exterior	Negative	0.01	-0.76
253	High School	Door Molding	Steel	Wall 2	Black	Exterior	Negative	0	0.4
254	High School	Door	Steel	Wall 2	Black	Exterior	Negative	0	-0.56
255	High School	Wall	Brick	Wall 2	Brown	Exterior	Negative	0.02	-0.4
256	High School	Wall Molding	Steel	Wall 2	Yellow	Exterior	Negative	0	-0.41
257	High School	Wall Molding	Wood	Wall 2	Yellow	Exterior	Negative	0	-0.23

#	Site	Component	Substrate	Side	Condition	Room	Results	PbL	PbK
258	High School	Door Molding	Steel	Wall 3	Black	Exterior	Negative	0	-0.37
259	High School	Door	Steel	Wall 3	Black	Exterior	Negative	0	-1.15
260	High School	Wall	Masonry	Wall 3	Brown	Exterior	Negative	0	0.03
261	High School	Wall	Brick	Wall 3	Brown	Exterior	Negative	0.03	-0.12
262	High School	Window Molding	Steel	Wall 3	Brown	Exterior	Negative	0	-0.43
263	High School	Wall	Brick	Wall 3	Brown	Exterior	Negative	0.01	0.09
264	High School	Door Molding	Steel	Wall 3	Black	Exterior	Negative	0	0.02
265	High School	Door	Steel	Wall 3	Black	Exterior	Negative	0	-0.99
266	High School	Ceiling	Steel	Wall 3	Black	Exterior	Negative	0	-0.19
267	High School	Wall	Masonry	Wall 3	Brown	Exterior	Negative	0	-2.13
268	High School	Wall	Masonry	Wall 3	Brown	Exterior	Negative	0	0.4
269	High School	Ceiling	Steel	Wall 3	Brown	Exterior	Negative	0	-0.83
270	High School	Newel Post	Steel	Wall 3	Brown	Exterior	Negative	0	-0.93
271	High School	Door Molding	Steel	Wall 3	Black	Exterior	Negative	0	0.06
272	High School	Door	Steel	Wall 3	Black	Exterior	Negative	0	-0.78
273	High School	Wall	Brick	Wall 3	Brown	Exterior	Negative	0	-0.28
274	High School	Wall	Masonry	Wall 3	Brown	Exterior	Negative	0	-0.5
275	High School	Ceiling	Masonry	Wall 3	Brown	Exterior	Negative	0	-0.4
276	High School	Wall	Brick	Wall 3	Brown	Exterior	Negative	0	-0.68
277	High School	Wall	Masonry	Wall 3	Brown	Exterior	Negative	0	-0.63
278	High School	Grate	Steel	Wall 4	Gray	Exterior	Negative	0	-0.14
279	High School	Window Molding	Steel	Wall 4	Black	Exterior	Negative	0	-0.43
280	High School	Window Molding	Steel	Wall 4	Black	Exterior	Negative	0	-0.49
281	High School	Wall	Brick	Wall 4	Brown	Exterior	Negative	0	-0.47
282	High School	Ceiling	Steel	Wall 4	Brown	Exterior	Negative	0	-0.46
283	High School	Vent Cover	Steel	Wall 4	Black	Exterior	Negative	0	-0.36
284	High School	Window Molding	Steel	Wall 4	Black	Exterior	Negative	0	-0.87
285	High School	Door Molding	Steel	Wall 4	Black	Exterior	Negative	0	-0.39
286	High School	Door	Steel	Wall 4	Black	Exterior	Negative	0	-1.17
287	High School	Window Molding	Steel	Wall 4	Black	Exterior	Negative	0	0.22
288	High School	Vent Cover	Steel	Wall 4	Black	Exterior	Negative	0	-0.27
290	High School	Wall	Masonry	Wall 1	White	132	Negative	0	0.07
291	High School	Univent	Steel	Wall 1	White	132	Negative	0	0.17

#	Site	Component	Substrate	Side	Condition	Room	Results	PbL	PbK
292	High School	Univent	Steel	Wall 1	Black	132	Negative	0.01	0.4
293	High School	Chalk Board	Masonry	Wall 2	Black	132	Negative	0	-0.71
294	High School	Wall	Masonry	Wall 2	White	132	Negative	0	-0.04
295	High School	Wall	Masonry	Wall 3	White	132	Negative	0	-0.18
296	High School	Door Molding	Steel	Wall 3	Black	132	Negative	0.02	0.07
297	High School	Door	Wood	Wall 3	Brown	132	Negative	0	-0.42
298	High School	Wall	Masonry	Wall 4	White	132	Negative	0	-0.07
299	High School	Ducts	Steel	Wall 4	White	132	Negative	0	0.4
300	High School	Ceiling	Masonry	Wall 4	White	132	Negative	0.02	-0.18
301	High School	Window Molding	Steel	Wall 4	Brown	132	Negative	0.01	-0.05

Signature Page

EcoSpect, Inc.

LEAD BASED PAINT SPECIALISTS

Working for a Cleaner & Healthier Environment

Signature Page

The individual listed below completed XRF testing at the Newark Valley CSD:



_____

Daryl Heffron, Risk Assessor

Performance Characteristic Sheet

Performance Characteristic Sheet

EFFECTIVE DATE: **September 24, 2004** **EDITION NO.: 1**

MANUFACTURER AND MODEL:

Make: *Niton LLC*

Tested Model: *XLp 300*

Source: ^{109}Cd

Note: This PCS is also applicable to the equivalent model variations indicated below, for the Lead-in-Paint K+L variable reading time mode, in the XLi and XLp series:

XLi 300A, XLi 301A, XLi 302A and XLi 303A.

XLp 300A, XLp 301A, XLp 302A and XLp 303A.

XLi 700A, XLi 701A, XLi 702A and XLi 703A.

XLp 700A, XLp 701A, XLp 702A, and XLp 703A.

Note: The XLi and XLp versions refer to the shape of the handle part of the instrument. The differences in the model numbers reflect other modes available, in addition to Lead-in-Paint modes. The manufacturer states that specifications for these instruments are identical for the source, detector, and detector electronics relative to the Lead-in-Paint mode.

FIELD OPERATION GUIDANCE

OPERATING PARAMETERS:

Lead-in-Paint K+L variable reading time mode.

XRF CALIBRATION CHECK LIMITS:

0.8 to 1.2 mg/cm^2 (inclusive)

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm^2 in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm^2 film).

If readings are outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instruments into control before XRF testing proceeds.

SUBSTRATE CORRECTION:

For XRF results using Lead-in-Paint K+L variable reading time mode, substrate correction is <u>not</u> needed for:

Brick, Concrete, Drywall, Metal, Plaster, and Wood

INCONCLUSIVE RANGE OR THRESHOLD:

K+L MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm^2)
Results not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated from the EPA/HUD evaluation using archived building components. Testing was conducted in August 2004 on 133 testing combinations. The instruments that were used to perform the testing had new sources; one instrument's was installed in November 2003 with 40 mCi initial strength, and the other's was installed June 2004 with 40 mCi initial strength.

OPERATING PARAMETERS:

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

SUBSTRATE CORRECTION VALUE COMPUTATION:

Substrate correction is not needed for brick, concrete, drywall, metal, plaster or wood when using Lead-in-Paint K+L variable reading time mode, the normal operating mode for these instruments. If substrate correction is desired, refer to Chapter 7 of the HUD Guidelines for guidance on correcting XRF results for substrate bias.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing. Use the K+L variable time mode readings.

Conduct XRF retesting at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below.

Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family housing a result is defined as the average of three readings. In multifamily housing, a result is a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF results.

Compute the average of all ten re-test XRF results.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

TESTING TIMES:

For the Lead-in-Paint K+L variable reading time mode, the instrument continues to read until it is moved away from the testing surface, terminated by the user, or the instrument software indicates the reading is complete. The following table provides testing time information for this testing mode. The times have been adjusted for source decay, normalized to the initial source strengths as noted above. Source strength and type of substrate will affect actual testing times. At the time of testing, the instruments had source strengths of 26.6 and 36.6 mCi.

Testing Times Using K+L Reading Mode (Seconds)

	All Data			Median for laboratory-measured lead levels (mg/cm^2)		
Substrate	25^{th} Percentile	Median	75^{th} Percentile	Pb < 0.25	0.25 ≤ Pb<1.0	1.0 ≤ Pb
Wood Drywall	4	11	19	11	15	11
Metal	4	12	18	9	12	14
Brick Concrete Plaster	8	16	22	15	18	16

CLASSIFICATION RESULTS:

XRF results are classified as positive if they are greater than or equal to the threshold, and negative if they are less than the threshold.

DOCUMENTATION:

A document titled *Methodology for XRF Performance Characteristic Sheets* provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD.

This XRF Performance Characteristic Sheet was developed by the Midwest Research Institute (MRI) and QuanTech, Inc., under a contract between MRI and the XRF manufacturer. HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.

Wall 3

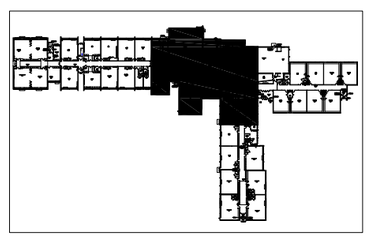
Wall 2

Wall 4

Wall 1

PTZ-3
CCTV
RDR-1
DC-1
REX-1
EL-1
VESTIBULE E118.1
CORRIDOR E118.8
PE OFFICE E118.7
ALCOVE E118.5
VESTIBULE E119.5
VEST. E118.6
ELEV. ALCOVE E119.4
ELEV. E119.3
GYMNASIUM E118
FXC
RDR-101 GUARD TOUR READER
CCTV
CAM-1
MECHANICAL ROOM E117.8
RDR-6
REX-6
STORAGE E117.3
DC-9
EL-6
STORAGE E117.2
JAN. E117.7
STORAGE E117.4
RDR-102 GUARD TOUR READER
CORRIDOR E117.6
ELECTRICAL ROOM E117.9
KITCHEN E117.5
Description: ES_ACX-2
Location: E117.9
Mech. Print:
Day Dwg: NVCS-ES-S05
Panel # 1001
Description: ES_ACX-1
Location: E117.9
Mech. Print:
Day Dwg: NVCS-ES-S04
Panel # 1000
NO
VESTIBULE E119.2
VESTIBULE E119.1
CORRIDOR E119
REX-8
DC-13
DC-12
RDR-8
EL-8
LOBBY E308.8
FXC
WORK ROOM E111
ACULTY ROOM E115
OFFICE E113.2
OFFICE E113.1
LIBRARY E113
STORAGE E116.1
Description: ES_CCTV PS-1
Location: E116.1
Mech. Print: E201
Day Dwg: NVCS-ES-S03
Panel # WALL MOUNT
COMPUTER LAB E109
PRINCIPAL E114
Description: ES_DVX-1
Location: E114
Mech. Print: E201
Day Dwg: NVCS-ES-S03
Panel # 5000
MAIN OFFICE E116
MON-1
STOR. E116.1
STOR. E112.1
OFFICE E112
TOILET E112.2
STOR. E114.1
PRINCIPAL E114
MON-2

KEYPLAN



#	DATE	REVISION RECORD	APP	DRN	CKD
3	7/1/2011	ADDS PER CONTRACT 11-238	RLW	JRT	DLR
2	12/6/2010	AS-BUILT REVISIONS 10-046	RLW	JRT	DLR
1	6/22/2010	REVISION PER CHANGE ORDER #1 & #2	FJB	TLA	JRT

Day Automation
Schneider Electric
7931 Rae Boulevard, Victor, NY 14564, Office: (585) 924-4630
707C Chemung Street, Horseheads, NY 14845, Office: (607) 732-0259
102 Newbury Hollow Lane, Syracuse, NY 13210, Office: (315) 487-0190
9 Avis Dr., Latham, NY 12110, Office: (518) 783-7103

DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	11-238
DATE:	3/15/2010

CONSTRUCTION

PROJECT DETAIL:
NEWARK VALLEY CSD SECURITY ADD
NEWARK VALLEY CSD SECURITY SCHOOL
NEWARK VALLEY ELEMENTARY SCHOOL

DRAWING DETAIL:
NATHAN T. HALL ELEMENTARY SCHOOL
1ST FLOOR DEVICE LOCATIONS AREA B
FLOOR PLAN

DRAWING NUMBER
NVCS-ES-S00B

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THIS DRAWING WAS DRAWING NUMBER NVCS-ES-S00B UNDER THE 10-046 PROJECT

Wall 3

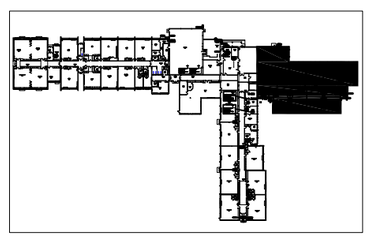
Wall 2

Wall 4

RDR-5
DC-8
REX-5
EL-5
CAFETORIUM E117
STAGE E117.1
WORK ROOM E308.7
VESTIBULE E308.6
JANITOR E308.5
WOMEN E308.3
MEN E308.4
A.I.S. E301
TOIL. E301.1
TOIL. E303.1
LARGE GROUP E303
3RD GRADE CLASSROOM E305
TOIL. E305.1
TOIL. E307.1
3RD GRADE CLASSROOM E307
FXC
CORRIDOR E308
CCTV
CAM-2
VESTIBULE E308.2
DC-5
EL-3
REX-3
RDR-3
FAMILY RESOURCE E300
TOIL. E300.1
SPECIAL EDUCATION E302
3RD GRADE CLASSROOM E304
TOIL. E304.1
TOIL. E306.1
3RD GRADE CLASSROOM E306
GUARD TOUR READER
RDR-104
REX-4
EL-4
VESTIBULE E308.1
RDR-4
DC-7
DC-6

Wall 1

KEYPLAN



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#	DATE	REVISION RECORD	APP	DRN	CKD
2	12/6/2010	AS-BUILT REVISIONS 10-046	RLW	JRT	DLR
1	6/22/2010	REVISION PER CHANGE ORDER #1 & #2	FJB	TLA	JRT

Day Automation Schneider Electric

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DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY ELEMENTARY SCHOOL

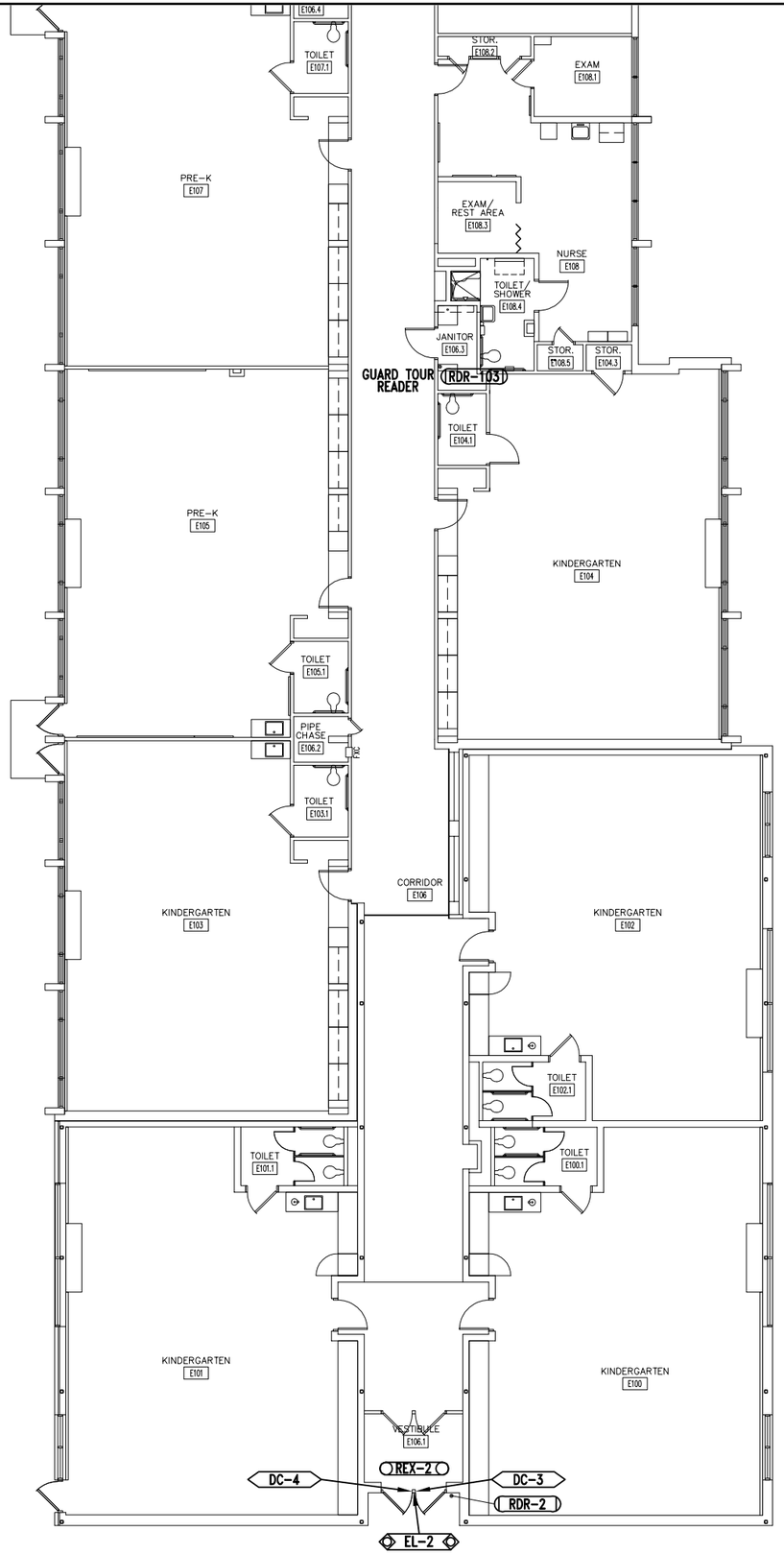
DRAWING DETAIL:
NATHAN T. HALL ELEMENTARY SCHOOL
1ST FLOOR DEVICE LOCATIONS AREA C
FLOOR PLAN

DRAWING NUMBER
NVCS-ES-S00C

Wall 3

THIS DRAWING WAS DRAWING NUMBER NVCS-ES-S00C UNDER THE 10-046 PROJECT

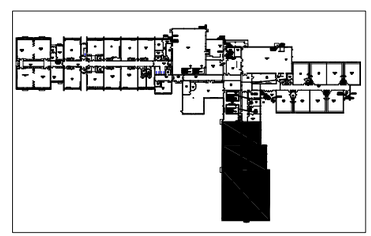
Wall 2



Wall 4

Wall 1

KEYPLAN



#	DATE	REVISION RECORD	APP	DRN	CKD
2	12/6/2010	AS-BUILT REVISIONS 10-046	RLW	JRT	DLR
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DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY ELEMENTARY SCHOOL

DRAWING DETAIL:
NATHAN T. HALL ELEMENTARY SCHOOL
1ST FLOOR DEVICE LOCATIONS AREA D
FLOOR PLAN

DRAWING NUMBER
NVCS-ES-S00D

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Wall 3

Wall 2

Wall 4

Wall 1

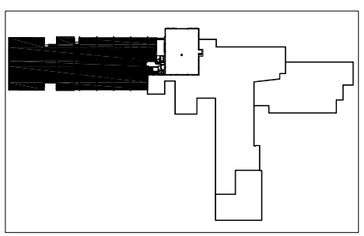
E208 E206 E204 E202 E200

E207 E205 E203

GYM
E134

RDR-105
GUARD TOUR READER

KEYPLAN



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#	DATE	REVISION RECORD	APP	DRN	CKD
2	12/6/2010	AS-BUILT REVISIONS 10-046	RLW	JRT	DLR
1	6/22/2010	REVISION PER CHANGE ORDER #1 & #2	FJB	TLA	JRT

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707C Chemung Street Horseheads, NY 14845 Office: (607) 732-0259
7931 Rae Boulevard Victor, NY 14564 Office: (585) 924-4630

DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	6/22/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY ELEMENTARY SCHOOL

DRAWING DETAIL:
NATHAN T. HALL ELEMENTARY SCHOOL
2ND FLOOR DEVICE LOCATIONS
FLOOR PLAN

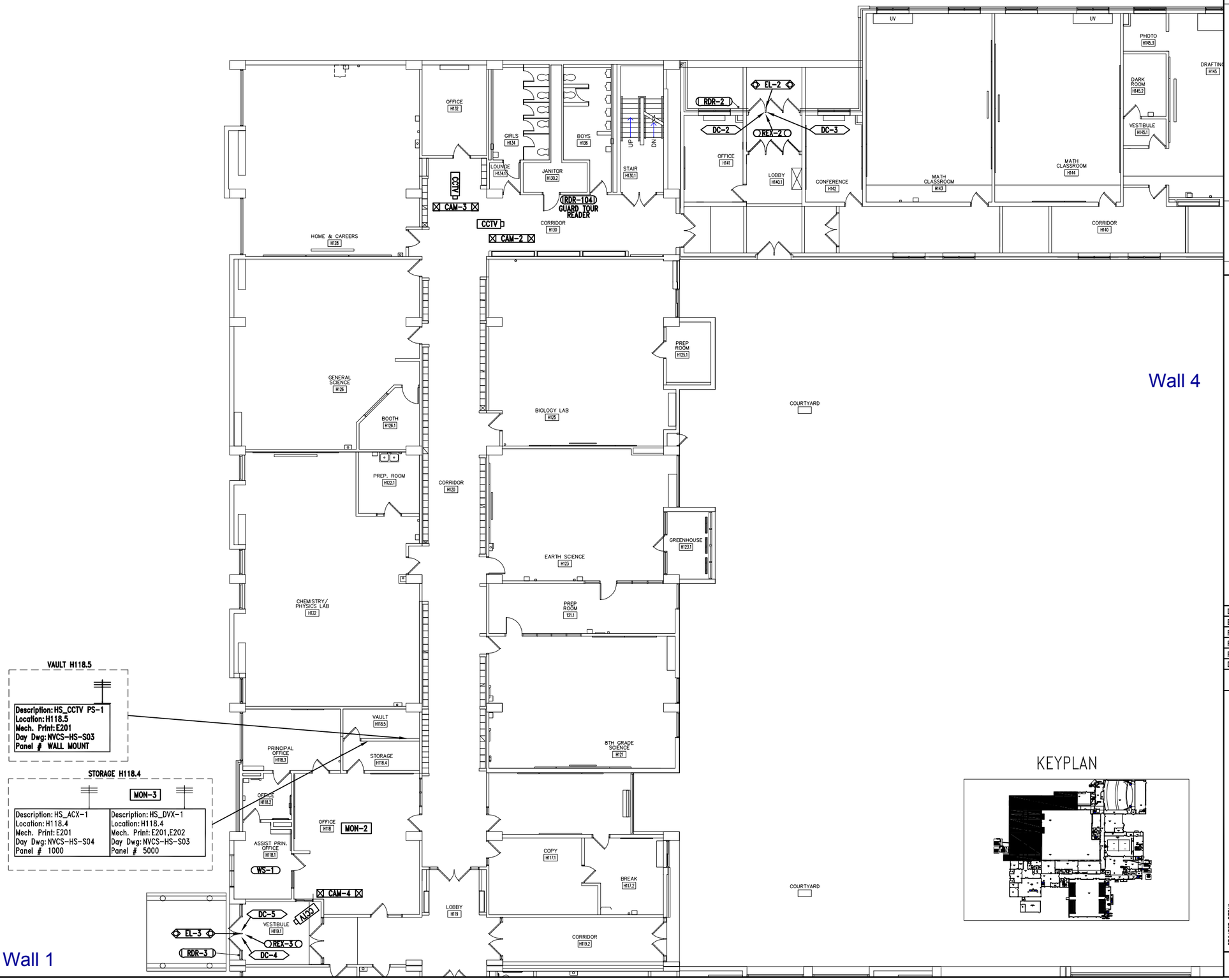
DRAWING NUMBER
NVCS-ES-S00E

Wall 3

Wall 2

Wall 4

Wall 1



KEYPLAN

#	DATE	REVISION RECORD	APP	DRN	CKD
1	6/22/2010	REVISION PER CHANGE ORDER #1 & #2	FJB	TLA	JRT

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DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY HIGH SCHOOL

DRAWING DETAIL:
NEWARK VALLEY HIGH SCHOOL
1ST FLOOR DEVICE LOCATIONS AREA A
FLOOR PLAN

DRAWING NUMBER
NVCS-HS-S00A

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Wall 3

Wall 2

Wall 4

Wall 1

ROOF BELOW

ART STORAGE H245.1

ART CLASSROOM H245

MATH CLASSROOM H243

MATH SPECIAL ED. H244

KILN H245.2

OFFICE H246

CORRIDOR H240

CCTV

CAM-13

PTZ-14

MNT-3

MNT-4

Description: HS_ACX-3
Location: H240.2
Mech. Print:
Day Dwg: NVCS-HS-S06
Panel # 1002

RDR-105
GUARD TOUR READER

DN

STAIR H240.1

NETWORK ELECTRONICS H240.2

MECH./ELEC. H240.3

ROOF BELOW

VESTIBUILE H200.3

ART ROOM H202

AIS H201

GIRLS TOIL. H203

JANITOR H200.2

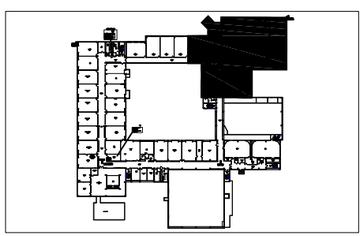
BOYS TOIL. H205

STAIR H200.1

DN

ART STORAGE H202.1

KEYPLAN



#	DATE	REVISION RECORD	APP	DRN	CKD
2	6/22/2010	REVISION PER CHANGE ORDER #1 & #2	FJB	TLA	JRT
1	4/23/2010	REVISION PER RETURNED SUBMITTAL	JRT	JRT	JRT

Schneider Electric

DayAutomation

102 Newbury Hollow Lane 9 Avis Dr.
Syracuse, NY 13210 Latham, NY 12110
Office: (315) 487-0190 Office: (518) 783-7103

707C Chemung Street
Horseheads, NY 14845
Office: (607) 732-0259

7931 Rae Boulevard
Victor, NY 14564
Office: (585) 924-4630

DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY HIGH SCHOOL

DRAWING DETAIL:
NEWARK VALLEY HIGH SCHOOL
2ND FLOOR DEVICE LOCATIONS AREA C
FLOOR PLAN

DRAWING NUMBER
NVCS-HS-S00F

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Wall 3

Wall 2

Wall 4

Wall 1

LOWER CAFETERIA M007

CAM-1 CCTV

STAIR M007.1

STORAGE M007.5

TOILET M007.4

TOILET M007.3

JANITOR M007.2

STORAGE M008

STORAGE M006

RDR-101 GUARD TOUR READER

CRAWL SPACE M009

CORRIDOR M003.2

STAIR M003.3

MECHANICAL M012

VAULT M005.1

CRAWL SPACE M010

ELECTRICAL M005

CRAWL SPACE

CRAWL SPACE

STORAGE M004

CRAWL SPACE

CORRIDOR M003

MECHANICAL M002

OFFICE M003.1

RDR-100 GUARD TOUR READER

ELEVATOR EQUIPMENT

#	DATE	REVISION RECORD	APP	DRN	CKD

Day Automation

Schneider Electric

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Victor, NY 14564
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707C Chemung Street
Horseheads, NY 14845
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102 Newbury Hollow Lane
Syracuse, NY 13210
Office: (315) 487-0190

9 Avis Dr.
Latham, NY 12110
Office: (518) 783-7103

DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY MIDDLE SCHOOL

DRAWING DETAIL:
NEWARK VALLEY MIDDLE SCHOOL
BASEMENT DEVICE LOCATIONS
FLOOR PLAN

DRAWING NUMBER
NVCS-MS-S00A

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Wall 3

Representative testing found exterior window molding positive for lead (wood and steel)

Representative testing found exterior window molding positive for lead (wood and steel)

Wall 2

Wall 4

Exterior Ceiling-Positive

Representative testing found exterior window molding positive for lead (wood and steel)

Wall 1

CUSTODIAL M125.2

Description: MS_CCTV PS-2 Location: M125.2 Mech. Print: E201 Day Dwg: NVCS-MS-S03 Panel # WALL MOUNT	Description: MS_ACX-1 Location: M125.2 Mech. Print: Day Dwg: NVCS-MS-S04 Panel # 1000	Description: MS_ACX-2 Location: M125.2 Mech. Print: Day Dwg: NVCS-MS-S05 Panel # 1001

GUARD TOUR READER RDR-102

MNI-3 MNI-4 PTZ-2 CCTV

EL-1 RDR-1 DC-2 REX-1 DC-1

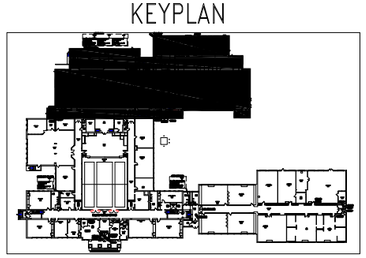
EL-2 RDR-2 CCTV CAM-14 REX-2 DC-3 CAM-14

EL-3 DC-5 REX-3 DC-4 RDR-3

REX-5 DC-10 DC-11 EL-6 RDR-6

GUARD TOUR READER RDR-103

KEYPLAN



DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

#	DATE	REVISION RECORD	APP	DRN	CKD
2	6/22/2010	REVISION PER CHANGE ORDER #1 & #2	FJB	TLA	JRT
1	4/23/2010	REVISION PER RETURNED SUBMITTAL	JRT	JRT	

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PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY MIDDLE SCHOOL

DRAWING DETAIL:
NEWARK VALLEY MIDDLE SCHOOL
1ST FLOOR DEVICE LOCATIONS AREA A
FLOOR PLAN

DRAWING NUMBER
NVCS-MS-S00B

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Wall 3

Wall 2

Wall 4

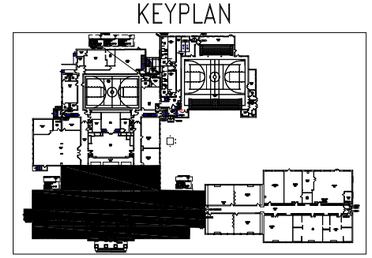
Wall 1

COMPUTER SERVER ROOM M129.1
Description: MS_DVX-1
Location: M129.1
Mech. Print:
Day Dwg: NVCS-MS-S03
Panel # 5001

JANITOR CLOSET M118.4
Description: MS_CCTV PS-1
Location: M118.4
Mech. Print: E201
Day Dwg: NVCS-MS-S03
Panel # WALL MOUNT

UP
COMPUTER CLASSROOM M128
CORRIDOR M120
OFFICE M119
GIRLS M100.4
COMPUTER SERVER M129.1
4TH GRADE AIS M102
ASST PRINCIPAL OFFICE M126
JANITOR M100.5
CAM-3
CCTV
CAM-7
LOCKERS M120.2
BOYS M100.8
ASSIST. PRINCIPAL OFFICE M106
BOYS M118.6
GIRLS M118.7
STOR. M106.2
ELEV. ALCOVE M106.1
ELEV. M106.3
ELEV. ALCOVE M118.3
JANITOR M118.4
STOR. M118.5
DC-13
VEST. M100.3
STAIR M100.1
REX-7
DC-12
EL-7
RDR-7
CORRIDOR M100
CAM-4
CCTV
CCTV
CAM-5
STAIR M100.2
VESTIBULE M100.9
LOBBY M118.9
CONFERENCE M103
TOILET M103.4
RDR-104 GUARD TOUR READER
VESTIBULE M100.6
STORAGE M104.1
CLO. M104.6
TOILET M104.5
CORR M104.4
TOILET M104.3
SPECIAL EDUCATION M105
I.S.S. M118.2
VESTIBULE M118.1
5TH GRADE CLASSROOM M101
MAIN OFFICE M103.3
NURSE WAITING ROOM M104
5TH GRADE CLASSROOM M107
PRINCIPALS OFFICE M103.1
MON-1
CAM-6
NURSE'S OFFICE M104.2
REX-4
DC-7
CCTV
VESTIBULE M100.7
EL-4
DC-6
RDR-4
REV-2

KEYPLAN



#	DATE	REVISION RECORD	APP	DRN	CKD
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707C Chemung Street 10
Horseheads, NY 14845 S
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7931 Rae Boulevard
Victor, NY 14564
Office: (585) 924-4630

DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	11-238
DATE:	3/15/2010

CONSTRUCTION

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY ADD
NEWARK VALLEY MIDDLE SCHOOL

DRAWING DETAIL:
NEWARK VALLEY MIDDLE SCHOOL
1ST FLOOR DEVICE LOCATIONS AREA B
FLOOR PLAN

DRAWING NUMBER
NVCS-MS-S00C

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Wall 3

Wall 2

Wall 4

Wall 1

7TH GRADE SOCIAL STUDIES M112

7TH GRADE SCIENCE #1 M114

STORAGE M116.2

TECHNOLOGY M116

7TH GRADE MATH ROOM M110

RESOURCE ROOM M108

PREP ROOM M114.1

GUARD TOUR READER RDR-105

DRAFTING M116.1

REX-5

RDR-5

DC-8

DC-9

EL-5

CCTV

CAM-9

CAM-8

CORRIDOR M118

VESTIBULE M118.8

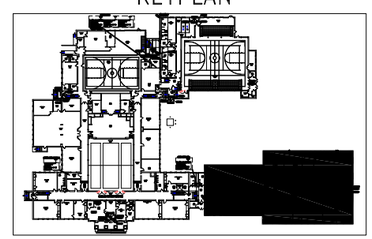
7TH GRADE ENGLISH M111

7TH GRADE SCIENCE #2 M113

ART M115

HOME & CAREER M117

KEYPLAN



#	DATE	REVISION RECORD	APP	DRN	CKD
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DRAWN BY:	TLA
ENGINEERED BY:	TLA
REVIEWED BY:	JRT
PROJECT MANAGER:	DLR
PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY MIDDLE SCHOOL

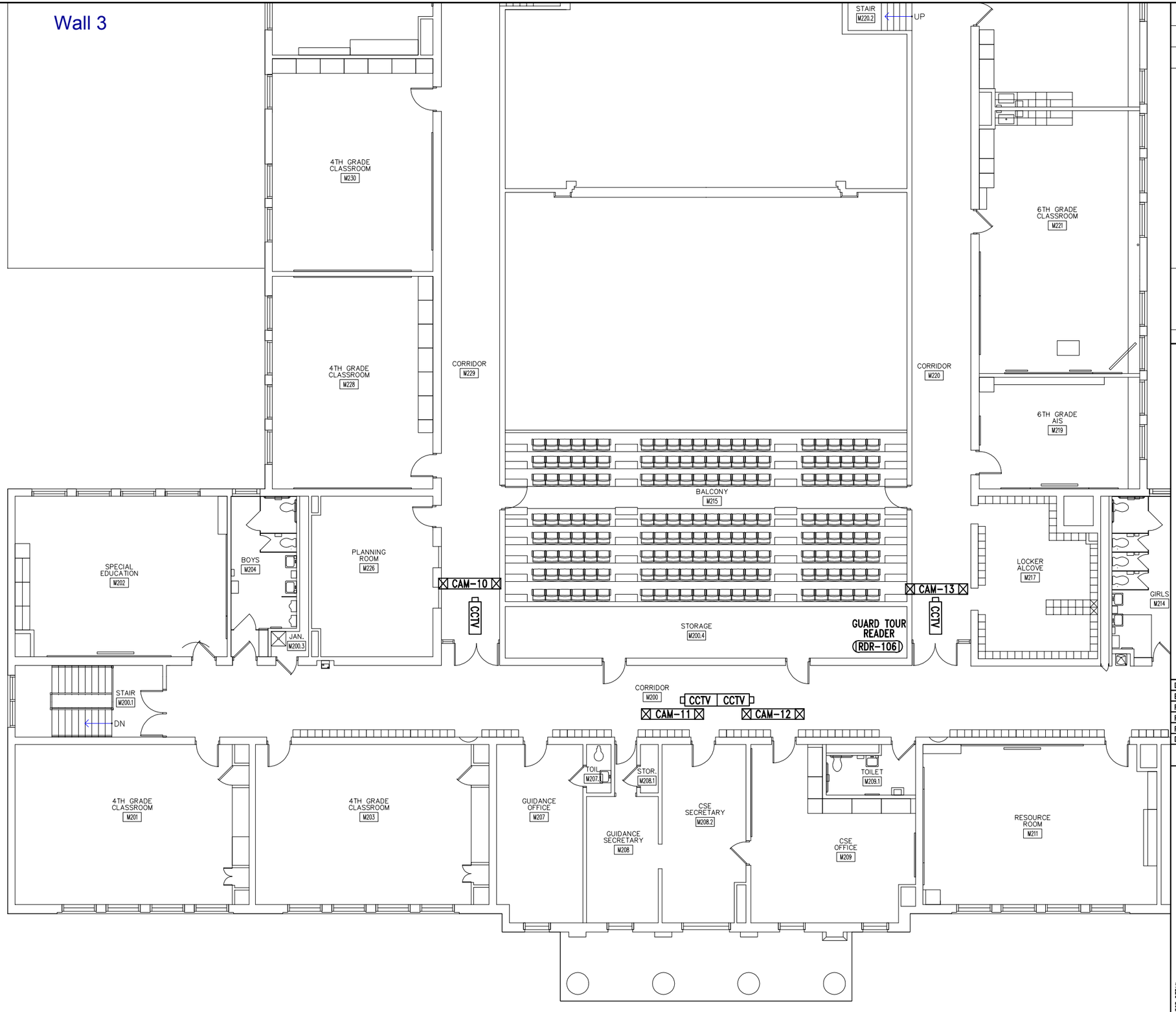
DRAWING DETAIL:
NEWARK VALLEY MIDDLE SCHOOL
1ST FLOOR DEVICE LOCATIONS AREA C
FLOOR PLAN

DRAWING NUMBER
NVCS-MS-S00D

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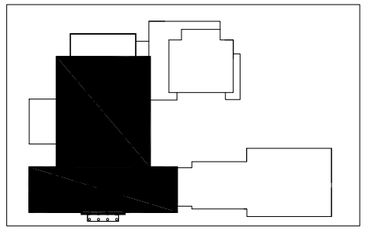
Wall 3

Wall 2



Wall 1

KEYPLAN



Wall 4

#	DATE	REVISION RECORD	APP	DRN	CKD
1	6/22/2010	REVISION PER CHANGE ORDER #1 & #2	FJB	TLA	JRT

Day Automation — Schneider Electric

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PROJECT #:	10-046
DATE:	3/15/2010

AS-BUILT

PROJECT DETAIL:
NEWARK VALLEY CSD
NEWARK VALLEY CSD SECURITY
NEWARK VALLEY MIDDLE SCHOOL

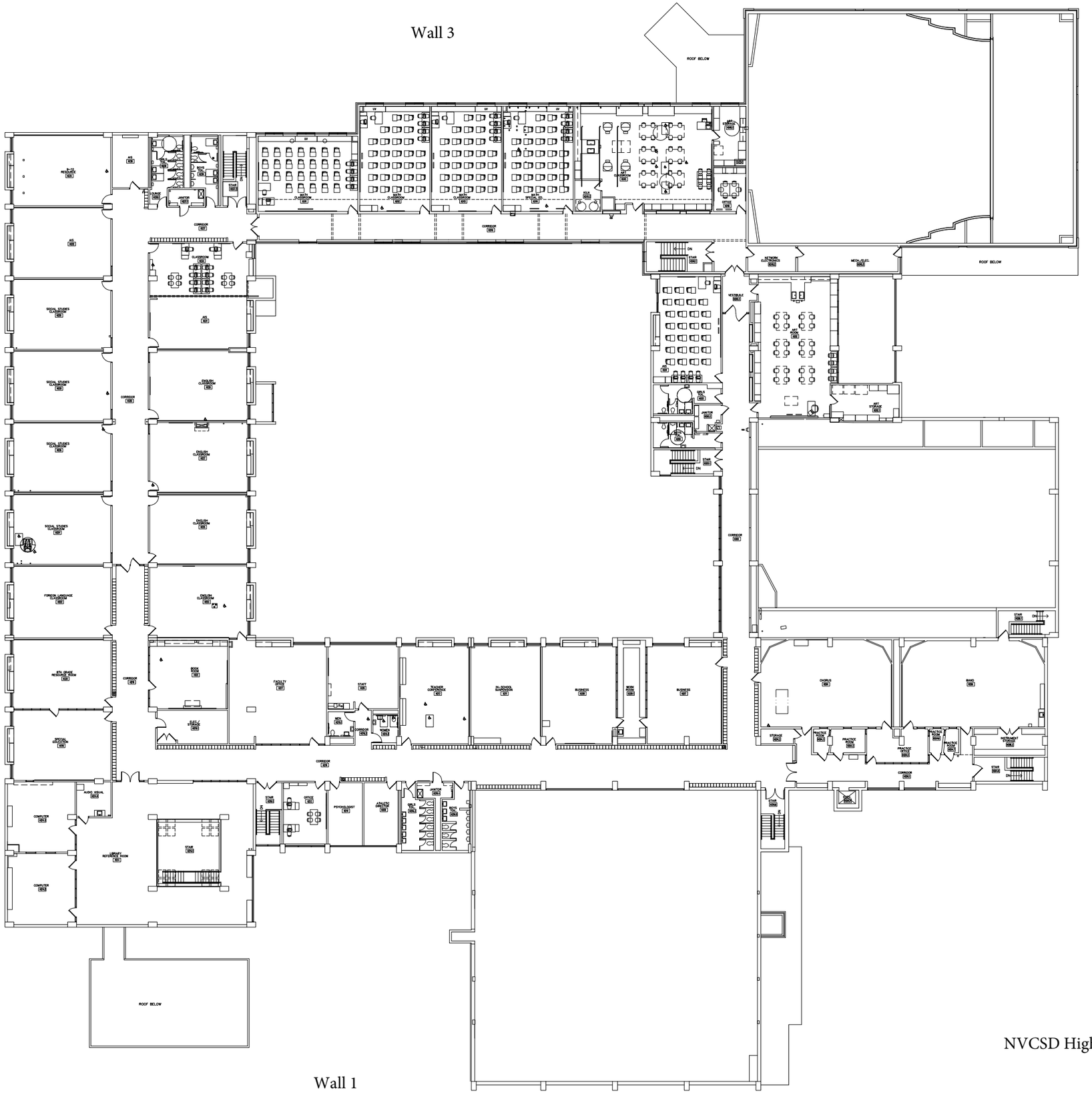
DRAWING DETAIL:
NEWARK VALLEY MIDDLE SCHOOL
2ND FLOOR DEVICE LOCATIONS
FLOOR PLAN

DRAWING NUMBER
NVCS-MS-S00E

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Wall 3

Wall 2


ROOF BELOW
ROOF BELOW
ROOF BELOW
CORRIDOR
CORRIDOR
CORRIDOR

KEYSTONE
ENVIRONMENTAL SERVICES

A Division of Keystone Material Testing, LLC

Kenneth D. Ellsworth, P.E.
Managing Member

Richard J. Tarnowski, CEP, CEI
Member

September 11, 2023

Mr. Paul Bedford, AIA, Member
c/o Keystone Associates Architects,
Engineers & Surveyors LLC
58 Exchange Street
Binghamton, New York 13901

Re: Chromium, Copper & Arsenic (CCA) Sampling
Newark Valley Central School District
2023 Capital Improvement Project
Newark Valley High School
68 Wilson Creek Road
Newark Valley, New York 13811
SED Project No. 60-04-02-04-0-007-022
KES Project No. 0100.23222.2.C.4

Dear Mr. Bedford:

Reference is made to our November 18, 2022 proposal to provide the above noted sampling at Newark Valley High School located at 68 Wilson Creek Road in Newark Valley, New York.

On July 26, 2023, Keystone Environmental Services (KES) performed CCA sampling on a wood fence at the Newark Valley High School. Photographic documentation of our sampling location is included in Appendix A. Laboratory analysis results and laboratory licenses and certifications are included in Appendix B.

Chromated arsenicals, which include chromated copper arsenate (CCA), are a group of pesticides containing chromium, copper, and/or arsenic that protect wood against termites, fungi and other pests that can degrade or threaten the integrity of wood products. Chromated arsenicals-treated wood is used to produce commercial wood poles, posts, shakes, shingles, permanent foundation support beams, pilings, and other wood products permitted by approved labeling.

CCA can leach from treated wood and contains a known carcinogen-arsenic. CCA is a registered chemical pesticide that is subject to U.S. Environmental Protection Agency's (EPA's) regulation under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA).

The following materials were found to be positive for CCA levels in concentrations below:

Material Location	Material Description	METALS Analyte
Exterior, E001	Wood Fence	Arsenic .0827mg/
		Chromium 1.25 mg/kg
		Copper 2535 mk/Kg

Any building components identified above that test positive and/or are assumed positive for CCA should only be disturbed by Contractors following OSHA and all regulatory requirements. These materials should not be sawed, sanded, abraded, or burned during the removal. A ground covering shall be in place to prevent the dissemination of CCA into soil areas during removal.

Corporate Office
58 Exchange Street
Binghamton, New York 13901
Phone: 607.723.5117 / 607.770.9098
Fax: 607.722.2515
E-mail: info@kescomp.com

The Contractor on this project shall be responsible for any additional specific testing required for proper disposal as coordinated with their landfill. In New York State, CCA-treated wood may be disposed of in construction & demolition (C&D) debris landfills and municipal solid waste landfills which are authorized to accept construction and demolition debris. EPA recommends that in situations where discarded CCA-treated wood is to be land disposed, the land disposal facility be designed to minimize the possibility of release of hazardous constituents, including arsenic, into groundwater. Landfill standards consistent with this recommendation are the design criteria and associated performance standards found in the requirements for municipal solid waste landfills at 40 CFR 258.40.

Please feel free to contact our office with any questions. Thank you.

Sincerely,



Richard J. Tarnowski, C.E.P., C.E.I.
Member/Director of Environmental Services

Enclosures

T:\Projects\2022\0100 - KA\0100.23222 - NCVSD Env Services\0100.23222.2 - Phase II\0100.23222.2C - HS\0100.23222.2.C.4 - CCA\CCA\KES Letterhead_2023.docx

APPENDIX A
PHOTOGRAPHIC DOCUMENTATION


CCA
Sample #
801-NVH-E001

APPENDIX B
LABORATORY ANALYSIS RESULTS & LABORATORY LICENSES AND CERTIFICATIONS

PARADIGM ENVIRONMENTAL, LLC.

Wednesday, August 9, 2023

Keystone Environmental Services
56 Exchange Street
Binghamton, New York 13901
Gerald Meyer
607-723-5117
gmeyer@kecompanies.com

Re: Newark Valley High School; 0100.23222.2.C.4: CR, CU, AS Bulk Sample Analysis

Job Number: 2379-23S

Please see Enclosed Results.

If you have any additional questions concerning this report, please do not hesitate to call me at 315-455-2714 or email me at kjoyce@paradigmenvllc.com. Thank you.

Sincerely,

Kathleen Joyce

Kathleen Joyce
Paradigm Environmental, LLC.

Paradigm LLC

179 Lake Avenue, Rochester, NY 14608 Office (585) 647-2530 Fax (585) 647-3311

CHAIN OF CUSTODY

2379-23S

REPORT TO:		INVOICE TO:	
CLIENT:	Keystone Environmental Services	CLIENT:	Same
ADDRESS:	58 Exchange Street	ADDRESS:	
CITY:	Binghamton STATE: NY ZIP: 13901	CITY: STATE: ZIP:	
PHONE:	607-723-5117	PHONE:	
ATTN:	Tim Marble	ATTN:	

LAB PROJECT ID

Quotation #: MS 221117A

Email: TMarble GMEYER@KECompanies.com ADEAN

PROJECT REFERENCE

Newark Valley High School

0100.23222.2.C.4

Matrix Codes:

AQ - Aqueous Liquid; NQ - Non-Aqueous Liquid; WA - Water; WG - Groundwater; DW - Drinking Water; WW - Wastewater; SO - Soil; SL - Sludge; SD - Solid; PT - Paint; WP - Wipe; CK - Caulk; OL - Oil; AR - Air

REQUESTED ANALYSIS

	DATE COLLECTED	TIME COLLECTED	COMPOSITE	GRAB	SAMPLE IDENTIFIER	MATRIX CODES	NUMBER OF CONTAINERS	6010 CR CU AS	REMARKS	PARADIGM LAB SAMPLE NUMBER
1372	11/9/22	2:30pm		✓	801-NVH-E001	SD	1	✓	Wood Fence	

Turnaround Time		Report Supplements			
Availability contingent upon lab approval; additional fees may apply.					
Standard 5 day	☐	None Required	☐	None Required	☐
10 day	☑	Batch QC	☐	Basic EDD	☐
Rush 3 day	☐	Category A	☐	NYSDEC EDD	☐
Rush 2 day	☐	Category B	☐		
Rush 1 day	☐				
Other (please indicate date needed)	☐	Other (please indicate package needed)	☐	Other EDD (please indicate EDD needed)	☐

Sampled By	7/26/23 Date/Time	Total Cost:
Relinquished By	7/26/23 Date/Time	
Received By	7/28/23 923 Date/Time	PIF
Received @ Lab By	Date/Time	

By signing this form, client agrees to Paradigm Terms and Conditions (reverse).

See additional page for sample conditions.

PARADIGM

Analytical Report For

Paradigm Environmental LLC

For Lab Project ID

233337

Referencing

2379-23S Newark Valley H.S. 0100.23222.2.C.4

Prepared

Wednesday, August 9, 2023

Any noncompliant QC parameters or other notes impacting data interpretation are flagged or documented on the final report or are noted below.

Emily Farmer

Certifies that this report has been approved by the Technical Director or Designee

179 Lake Avenue • Rochester, NY 14608 • (585) 647-2530 • Fax (585) 647-3311 • ELAP ID# 10958

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

PARADIGM
ENVIRONMENTAL SERVICES, INC

Lab Project ID: 233337

Client: Paradigm Environmental LLC

Project Reference: 2379-23S Newark Valley H.S. 0100.23222.2.C.4

Sample Identifier: 801-NVH-E001, Wood Fence

Lab Sample ID: 233337-01 **Date Sampled:** 11/9/2022 14:30

Matrix: Solid **Date Received** 7/28/2023

Metals

Analyte	Result	Units	Qualifier	Date Analyzed
Arsenic	**0.827**	mg/Kg		8/1/2023 10:39
Chromium	**1.25**	mg/Kg		8/1/2023 10:39
Copper	**2530**	mg/Kg		8/2/2023 08:53

Method Reference(s): EPA 6010C
EPA 3050B
Preparation Date: 7/31/2023
Data File: 230801A

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt

PARADIGM

Analytical Report Appendix

The reported results relate only to the samples as they have been received by the laboratory.

Each page of this document is part of a multipage report. This document may not be reproduced except in its entirety, without the prior consent of Paradigm Environmental Services, Inc.

All soil/sludge samples have been reported on a dry weight basis, unless qualified "reported as received". Other solids are reported as received.

Low level Volatiles blank reports for soil/solid matrix are based on a nominal 5 gram weight. Sample results and reporting limits are based on actual weight, which may be more or less than 5 grams.

The Chain of Custody provides additional information, including compliance with sample condition requirements upon receipt. Sample condition requirements are defined under the 2003 NELAC Standard, sections 5.5.8.3.1 and 5.5.8.3.2.

NYSDOH ELAP does not certify for all parameters. Paradigm Environmental Services or the indicated subcontracted laboratory does hold certification for all analytes where certification is offered by ELAP unless otherwise specified. Aliquots separated for certain tests, such as TCLP, are indicated on the Chain of Custody and final reports with an "A" suffix.

Data qualifiers are used, when necessary, to provide additional information about the data. This information may be communicated as a flag or as text at the bottom of the report. Please refer to the following list of analyte-specific, frequently used data flags and their meaning:

"<" = Analyzed for but not detected at or above the quantitation limit.
"E" = Result has been estimated, calibration limit exceeded.
"H" = Denotes a parameter analyzed outside of holding time.
"Z" = See case narrative.
"D" = Sample, Laboratory Control Sample, or Matrix Spike Duplicate results above Relative Percent Difference limit.
"M" = Matrix spike recoveries outside QC limits. Matrix bias indicated.
"B" = Method blank contained trace levels of analyte. Refer to included method blank report.
"J" = Result estimated between the quantitation limit and half the quantitation limit.
"L" = Laboratory Control Sample recovery outside accepted QC limits.
"P" = Concentration differs by more than 40% between the primary and secondary analytical columns.
"NC" = Not calculable. Applicable to RPD if sample or duplicate result is non-detect or estimated (see primary report for data flags). Applicable to MS if sample is greater or equal to ten times the spike added. Applicable to sample surrogates or MS if sample dilution is 10x or higher.
"" = Indicates any recoveries outside associated acceptance windows. Surrogate outliers in samples are presumed matrix effects. LCS demonstrates method compliance unless otherwise noted.*
"(1)" = Indicates data from primary column used for QC calculation.
"A" = denotes a parameter for which ELAP does not offer approval as part of their laboratory certification program.
"F" = denotes a parameter for which Paradigm does not carry certification, the results for which should therefore only be used where ELAP certification is not required, such as personal exposure assessment.

GENERAL TERMS AND CONDITIONS
LABORATORY SERVICES

These Terms and Conditions embody the whole agreement of the parties in the absence of a signed and executed contract between the Laboratory (LAB) and Client. They shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. The LAB specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Client to the LAB. The invalidity or unenforceability in whole or in part of any provision, tern or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions. No waiver by LAB of any provision, term, or condition hereof or of any breach by or obligation of the Client hereunder shall constitute a waiver of such provision, term, or condition on any other occasion or a waiver of any other breach by or obligation of the Client. This agreement shall be administered and interpreted under the laws of the state which services are procured.

Warranty. Recognizing that the nature of many samples is unknown and that some may contain potentially hazardous components, LAB warrants only that it will perform testing services, obtain findings, and prepare reports in accordance with generally accepted analytical laboratory principles and practices at the time of performance of services. LAB makes no other warranty, express or implied.

Scope and Compensation. LAB agrees to perform the services described in the chain of custody to which these terms and conditions are attached. Unless the parties agree in writing to the contrary, the duties of LAB shall not be construed to exceed the services specifically described. LAB wi use LAB default method for all tests unless specified otherwise on the Work Order.
Payment terms are net 30 days from the date of invoice. All overdue payments are subject to an interest charge of one and one-half percent (1-1/2%) per month or a portion thereof. Client shall also be responsible for costs of collection, including payment of reasonable attorney fees if such expense is incurred. The prices, unless stated, do not include any sale, use or other taxes. Such taxes will be added to invoice prices when required.

Prices. Compensation for services performed will be based on the current Lab Analytical Fee Schedule or on quotations agreed to in writing by the parties. Turnaround time based charges are determined from the time of resolution of all work order questions. Testimony, court appearances or data compilation for legal action will be charged separately. Evaluation and reporting of initial screening runs may incur additional fees.

Limitations of Liability. In the event of any error, omission, or other professional negligence, the sole and exclusive responsibility of LAB shall be to re-perform the deficient work at its own expense and LAB shall have no other liability whatsoever. All claims shall be deemed waived unless made in writing and received by LAB within ninety (90) days following completion of services.
LAB shall have no liability, obligation, or responsibility of any kind for losses, costs, expenses, or other damages (including but not limited to any special, direct, incidental or consequential damages) with respect to LAB's services or results.
All results provided by LAB are strictly for the use of its clients and LAB is in no way responsible for the use of such results by clients or third parties. All reports should be considered in their entirety, and LAB is not responsible for the separation, detachment, or other use of any portion of these reports. Client may not assign the lab report without the written consent of the LAB.
Client covenants and agrees, at its/his/her sole expense, to indemnify, protect, defend, and save harmless the LAB from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation attorneys' and experts' fees and disbursements) of any kind whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against client relating to, resulting from or arising out of (a) the breach of this agreement by this client, (b) the negligence of the client in handling, delivering or disclosing any hazardous substance, (c) the violation of the Client of any applicable law, (d) non-compliance by the Client with any environmental permit or (e) a material misrepresentation in disclosing the materials to be tested.

Hazard Disclosure. Client represents and warrants that any sample delivered to LAB will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by Client. Client further warrants that any sample containing any hazardous substance that is to be delivered to LAB will be packaged, labeled, transported, and delivered properly and in accordance with applicable laws.

Sample Handling. Prior to LAB's acceptance of any sample (or after any revocation of acceptance), the entire risk of loss or of damage to such sample remains with Client. Samples are accepted when receipt is acknowledged on chain of custody documentation. In no event will LAB have any responsibility for the action or inaction of any carrier shipping or delivering any sample to or from LAB premises.
Client authorizes LAB to proceed with the analysis of samples as received by the laboratory, recognizing that any samples not in compliance with all current DOH-ELAP-NELAP requirements for containers, preservation or holding time will be noted as such on th final report.
Disposal of hazardous waste samples is the responsibility of the Client. If the Client does not wish such samples returned, LAB may add storage and disposal fees to the final invoice. Maximum storage time for samples is 30 days after completion of analysis unless modified by applicable state or federal laws. Client will be required to give the LAB written instructions concerning disposal of these samples.
LAB reserves the absolute right, exercisable at any time, to refuse to receive delivery of, refuse to accept, or revoke acceptance of any sample, which, in the sole judgment of LAB (a) is of unsuitable volume, (b) may be or become unsuitable for or may pose a risk in handling, transport, or processing for any health, safety, environmental or other reason whether or not due to the presence in the sample of any hazardous substance, and whether or not such presence has been disclosed to LAB by Client or (c) if the condition or sample date make the sample unsuitable for analysis.

Legal Responsibility. LAB is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder, whether in contract or tort including negligence.

Assignment. LAB may assign its performance obligations under this contract to other parties, as it deems necessary. LAB shall disclose to Client any assignee (subcontractor) by ELAP ID # on the submitted final report.

Force Majeure. LAB shall have no responsibility or liability to the Client for any failure or delay in performance by LAB, which results in whole or in part from any cause or circumstance beyond the reasonable control of LAB. Such causes and circumstances shall include, but not limited to, acts of God, acts or orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, difficulties or delays in transportation, mail or delivery services, inability to obtain sufficient services or supplies from LAB's usual suppliers, or any other cause beyond LAB's reasonable control.

Law. This contract shall be continued under the laws of the State of New York without regard to its conflicts of laws provision.

Paradigm LLC

179 Lake Avenue, Rochester, NY 14608 Office (585) 647-2530 Fax (585) 647-3311

CHAIN OF CUSTODY

PARADIGM

2319-235

REPORT TO:

CLIENT: KEYSTONE ENVIRONMENTAL SERVICES
ADDRESS: 58 EXCHANGE STREET
CITY: BINGHAMTON STATE: NY ZIP: 13901
PHONE: 607-723-5117
ATTN: TIM MARBLE

INVOICE TO:

CLIENT: Same
ADDRESS:
CITY: STATE: ZIP:
PHONE:
ATTN:

LAB PROJECT ID: 23 3337
Quotation #: MS 221117A
Email: TMarble GMEIER@KECompanies.com ADEAN

PROJECT REFERENCE

NEWARK VALLEY HIGH SCHOOL
0100.23222.2.C.4

Matrix Codes:

AQ - Aqueous Liquid; NQ - Non-Aqueous Liquid; WA - Water; WG - Groundwater; DW - Drinking Water; WW - Wastewater; SO - Soil; SL - Sludge; SD - Solid; PT - Paint; WP - Wipe; CK - Caulk; OL - Oil; AR - Air

REQUESTED ANALYSIS

DATE COLLECTED	TIME COLLECTED	COMPOSITE	GRAB	SAMPLE IDENTIFIER	MATRIX CODES	NUMBER OF CONTAINERS	EC-I CR CU AS	REMARKS	PARADIGM LAB SAMPLE NUMBER
11/9/22	2:30 pm		✓	801-NVH-EC01	SD	1	✓	Wood Fence	01

Turnaround Time		Report Supplements		
Availability contingent upon lab approval; additional fees may apply.				
Standard 5 day	☐	None Required	☐	None Required ☐
10 day	☑	Batch QC	☐	Basic EDD ☐
Rush 3 day	☐	Category A	☐	NYSDEC EDD ☐
Rush 2 day	☐	Category B	☐	
Rush 1 day	☐			
Other (please indicate date needed)	☐	Other (please indicate package needed)	☐	Other EDD (please indicate EDD needed) ☐

Sampled By: [signature] 7/26/23 — Date/Time
Relinquished By: GERALD MEIER 7/26/23 4:[illegible] pm — Date/Time
Received By: [signature] 7/28/23 923 — Date/Time
Received @ Lab By: [signature] 7/28/23 12:29 — Date/Time

Total Cost:

P.I.F.

13°C iced 7/26/23 12:13

By signing this form, client agrees to Paradigm Terms and Conditions (reverse).

See additional page for sample conditions.

PARADIGM

Chain of Custody Supplement

Client: Paradigm LLC **Completed by:** Curtis Conley

Lab Project ID: 233337 **Date:** 7/28/2023

Sample Condition Requirements

Per NELAC/ELAP 210/241/242/243/244

Condition	NELAC compliance with the sample condition requirements upon receipt: Yes	No	N/A
Container Type	X		
Comments			
Transferred to method-compliant container			X
Headspace (<1 mL)			X
Comments			
Preservation			X
Comments			
Chlorine Absent (<0.10 ppm per test strip)			X
Comments			
Holding Time	~~X~~ cf 7/28/23	X	
Comments			
Temperature			X
Comments	13°C Iced		
Compliant Sample Quantity/Type	X		
Comments			

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

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

MR. STEVE DEVITO
PARADIGM ENVIRONMENTAL SERVICES INC
179 LAKE AVENUE
ROCHESTER, NY 14608

NY Lab Id No: 10958

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES AIR AND EMISSIONS
All approved analytes are listed below:

Metals II

Beryllium, Total	NIOSH 7303

Metals III

Chromium, Total	NIOSH 7303

Serial No.: 67574

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

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

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PARADIGM ENVIRONMENTAL SERVICES INC
179 LAKE AVENUE
ROCHESTER, NY 14608

NY Lab Id No: 10958

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

Metals I	
Lead, Total	NIOSH 7303
Miscellaneous	
Asbestos	40 CFR 763 APX A No. III
	NIOSH 7402
Fibers	NIOSH 7400 A RULES

Serial No.: 67575

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

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MR. STEVE DEVITO
PARADIGM ENVIRONMENTAL SERVICES INC
179 LAKE AVENUE
ROCHESTER, NY 14608

NY Lab Id No: 10958

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES NON POTABLE WATER
All approved analytes are listed below:

Acrylates	
Acrylonitrile	EPA 8260C
Amines	
1,2-Diphenylhydrazine	EPA 8270D
2-Nitroaniline	EPA 8270D
3-Nitroaniline	EPA 8270D
4-Chloroaniline	EPA 8270D
4-Nitroaniline	EPA 8270D
Aniline	EPA 625.1
	EPA 8270D
Carbazole	EPA 8270D
Pyridine	EPA 625.1
	EPA 8270D
Benzidines	
3,3'-Dichlorobenzidine	EPA 625.1
	EPA 8270D
Benzidine	EPA 625.1
	EPA 8270D
Chlorinated Hydrocarbons	
1,2,3-Trichlorobenzene	EPA 8260C
1,2,4,5-Tetrachlorobenzene	EPA 8270D
1,2,4-Trichlorobenzene	EPA 625.1
	EPA 8270D
2-Chloronaphthalene	EPA 625.1
	EPA 8270D
Hexachlorobenzene	EPA 625.1
	EPA 8270D

Serial No.: 67571

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

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2023

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MR. STEVE DEVITO
PARADIGM ENVIRONMENTAL SERVICES INC
179 LAKE AVENUE
ROCHESTER, NY 14608

NY Lab Id No: 10958

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES NON POTABLE WATER
All approved analytes are listed below:

Chlorinated Hydrocarbons	
Hexachlorobutadiene	EPA 625.1
	EPA 8270D
Hexachlorocyclopentadiene	EPA 625.1
	EPA 8270D
Hexachloroethane	EPA 625.1
	EPA 8270D
Fuel Oxygenates	
Methyl tert-butyl ether	EPA 8260C
	EPA 624.1
tert-butyl alcohol	EPA 8260C
	EPA 624.1
Haloethers	
2,2'-Oxybis(1-chloropropane)	EPA 625.1
	EPA 8270D
4-Bromophenylphenyl ether	EPA 625.1
	EPA 8270D
4-Chlorophenylphenyl ether	EPA 625.1
	EPA 8270D
Bis(2-chloroethoxy)methane	EPA 625.1
	EPA 8270D
Bis(2-chloroethyl)ether	EPA 625.1
	EPA 8270D
Metals I	
Barium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Cadmium, Total	EPA 200.7, Rev. 4.4 (1994)

Serial No.: 67571

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179 LAKE AVENUE
ROCHESTER, NY 14608

NY Lab Id No: 10958

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES NON POTABLE WATER
All approved analytes are listed below:

Metals I

Cadmium, Total	EPA 6010C
Calcium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Chromium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Copper, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Iron, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Lead, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Magnesium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Manganese, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Nickel, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Potassium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Silver, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Sodium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C

Metals II

Aluminum, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Antimony, Total	EPA 200.7, Rev. 4.4 (1994)

Serial No.: 67571

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NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

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

MR. STEVE DEVITO
PARADIGM ENVIRONMENTAL SERVICES INC
179 LAKE AVENUE
ROCHESTER, NY 14608

NY Lab Id No: 10958

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES NON POTABLE WATER
All approved analytes are listed below:

Metals II	
Antimony, Total	EPA 6010C
Arsenic, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Beryllium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Mercury, Total	EPA 245.1, Rev. 3.0 (1994)
	EPA 7470A
Selenium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Vanadium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Zinc, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Metals III	
Cobalt, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Molybdenum, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Thallium, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Mineral	
Hardness, Total	SM 2340B-2011
Miscellaneous	
Boron, Total	EPA 200.7, Rev. 4.4 (1994)
	EPA 6010C
Specific Conductance	SM 2510B-2011

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Nitroaromatics and Isophorone	
2,4-Dinitrotoluene	EPA 625.1
	EPA 8270D
2,6-Dinitrotoluene	EPA 625.1
	EPA 8270D
Isophorone	EPA 625.1
	EPA 8270D
Nitrobenzene	EPA 625.1
	EPA 8270D
Nitrosoamines	
N-Nitrosodimethylamine	EPA 625.1
	EPA 8270D
N-Nitrosodi-n-propylamine	EPA 625.1
	EPA 8270D
N-Nitrosodiphenylamine	EPA 625.1
	EPA 8270D
Organophosphate Pesticides	
Atrazine	EPA 8270D
Petroleum Hydrocarbons	
Diesel Range Organics	EPA 8015D
Phthalate Esters	
Benzyl butyl phthalate	EPA 625.1
	EPA 8270D
Bis(2-ethylhexyl) phthalate	EPA 625.1
	EPA 8270D
Diethyl phthalate	EPA 625.1
	EPA 8270D

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Phthalate Esters	
Dimethyl phthalate	EPA 625.1
	EPA 8270D
Di-n-butyl phthalate	EPA 625.1
	EPA 8270D
Di-n-octyl phthalate	EPA 625.1
	EPA 8270D
Polychlorinated Biphenyls	
Aroclor 1016 (PCB-1016)	EPA 8082A
	EPA 608.3
Aroclor 1221 (PCB-1221)	EPA 8082A
	EPA 608.3
Aroclor 1232 (PCB-1232)	EPA 8082A
	EPA 608.3
Aroclor 1242 (PCB-1242)	EPA 8082A
	EPA 608.3
Aroclor 1248 (PCB-1248)	EPA 8082A
	EPA 608.3
Aroclor 1254 (PCB-1254)	EPA 8082A
	EPA 608.3
Aroclor 1260 (PCB-1260)	EPA 8082A
	EPA 608.3
Aroclor 1262 (PCB-1262)	EPA 8082A
Aroclor 1268 (PCB-1268)	EPA 8082A
Polynuclear Aromatics	
Acenaphthene	EPA 625.1
	EPA 8270D

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Polynuclear Aromatics

Acenaphthylene	EPA 625.1
	EPA 8270D
Anthracene	EPA 625.1
	EPA 8270D
Benzo(a)anthracene	EPA 625.1
	EPA 8270D
Benzo(a)pyrene	EPA 625.1
	EPA 8270D
Benzo(b)fluoranthene	EPA 625.1
	EPA 8270D
Benzo(g,h,i)perylene	EPA 625.1
	EPA 8270D
Benzo(k)fluoranthene	EPA 625.1
	EPA 8270D
Chrysene	EPA 625.1
	EPA 8270D
Dibenzo(a,h)anthracene	EPA 625.1
	EPA 8270D
Fluoranthene	EPA 625.1
	EPA 8270D
Fluorene	EPA 625.1
	EPA 8270D
Indeno(1,2,3-cd)pyrene	EPA 625.1
	EPA 8270D
Naphthalene	EPA 625.1
	EPA 8270D
Phenanthrene	EPA 625.1

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Polynuclear Aromatics

Phenanthrene	EPA 8270D
Pyrene	EPA 625.1
	EPA 8270D

Priority Pollutant Phenols

2,3,4,6 Tetrachlorophenol	EPA 8270D
2,4,5-Trichlorophenol	EPA 625.1
	EPA 8270D
2,4,6-Trichlorophenol	EPA 625.1
	EPA 8270D
2,4-Dichlorophenol	EPA 625.1
	EPA 8270D
2,4-Dimethylphenol	EPA 625.1
	EPA 8270D
2,4-Dinitrophenol	EPA 625.1
	EPA 8270D
2,6-Dichlorophenol	EPA 8270D
2-Chlorophenol	EPA 625.1
	EPA 8270D
2-Methyl-4,6-dinitrophenol	EPA 625.1
	EPA 8270D
2-Methylphenol	EPA 625.1
	EPA 8270D
2-Nitrophenol	EPA 625.1
	EPA 8270D
4-Chloro-3-methylphenol	EPA 625.1
	EPA 8270D
4-Methylphenol	EPA 625.1

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Priority Pollutant Phenols	
4-Methylphenol	EPA 8270D
4-Nitrophenol	EPA 625.1
	EPA 8270D
Cresols, Total	EPA 8270D
Pentachlorophenol	EPA 625.1
	EPA 8270D
Phenol	EPA 625.1
	EPA 8270D
Residue	
Settleable Solids	SM 2540 F-2015
Semi-Volatile Organics	
1,1'-Biphenyl	EPA 8270D
1,2-Dichlorobenzene, Semi-volatile	EPA 8270D
1,3-Dichlorobenzene, Semi-volatile	EPA 8270D
1,4-Dichlorobenzene, Semi-volatile	EPA 8270D
2-Methylnaphthalene	EPA 8270D
Acetophenone	EPA 625.1
	EPA 8270D
Benzaldehyde	EPA 8270D
Benzoic Acid	EPA 8270D
Benzyl alcohol	EPA 8270D
Caprolactam	EPA 8270D
Dibenzofuran	EPA 8270D
Volatile Aromatics	
1,2,4-Trichlorobenzene, Volatile	EPA 8260C
1,2,4-Trimethylbenzene	EPA 8260C

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Volatile Aromatics

1,2-Dichlorobenzene	EPA 8260C
	EPA 624.1
1,3,5-Trimethylbenzene	EPA 8260C
1,3-Dichlorobenzene	EPA 8260C
	EPA 624.1
1,4-Dichlorobenzene	EPA 8260C
	EPA 624.1
2-Chlorotoluene	EPA 8260C
4-Chlorotoluene	EPA 8260C
Benzene	EPA 8260C
	EPA 624.1
Bromobenzene	EPA 8260C
Chlorobenzene	EPA 8260C
	EPA 624.1
Ethyl benzene	EPA 8260C
	EPA 624.1
Isopropylbenzene	EPA 8260C
m/p-Xylenes	EPA 8260C
	EPA 624.1
Naphthalene, Volatile	EPA 8260C
n-Butylbenzene	EPA 8260C
n-Propylbenzene	EPA 8260C
o-Xylene	EPA 8260C
	EPA 624.1
p-Isopropyltoluene (P-Cymene)	EPA 8260C
sec-Butylbenzene	EPA 8260C
Styrene	EPA 8260C

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Volatile Aromatics	
Styrene	EPA 624.1
tert-Butylbenzene	EPA 8260C
Toluene	EPA 8260C
	EPA 624.1
Total Xylenes	EPA 8260C
	EPA 624.1
Volatile Halocarbons	
1,1,1,2-Tetrachloroethane	EPA 8260C
1,1,1-Trichloroethane	EPA 8260C
	EPA 624.1
1,1,2,2-Tetrachloroethane	EPA 8260C
	EPA 624.1
1,1,2-Trichloro-1,2,2-Trifluoroethane	EPA 8260C
1,1,2-Trichloroethane	EPA 8260C
	EPA 624.1
1,1-Dichloroethane	EPA 8260C
	EPA 624.1
1,1-Dichloroethene	EPA 8260C
	EPA 624.1
1,1-Dichloropropene	EPA 8260C
1,2,3-Trichloropropane	EPA 8260C
1,2-Dibromo-3-chloropropane	EPA 8260C
1,2-Dibromoethane	EPA 8260C
1,2-Dichloroethane	EPA 8260C
	EPA 624.1
1,2-Dichloropropane	EPA 8260C
	EPA 624.1

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Volatile Halocarbons

1,3-Dichloropropane	EPA 8260C
2,2-Dichloropropane	EPA 8260C
2-Chloroethylvinyl ether	EPA 624.1
Bromochloromethane	EPA 8260C
Bromodichloromethane	EPA 8260C
	EPA 624.1
Bromoform	EPA 8260C
	EPA 624.1
Bromomethane	EPA 8260C
	EPA 624.1
Carbon tetrachloride	EPA 8260C
	EPA 624.1
Chloroethane	EPA 8260C
	EPA 624.1
Chloroform	EPA 8260C
	EPA 624.1
Chloromethane	EPA 8260C
	EPA 624.1
cis-1,2-Dichloroethene	EPA 8260C
	EPA 624.1
cis-1,3-Dichloropropene	EPA 8260C
	EPA 624.1
Dibromochloromethane	EPA 8260C
	EPA 624.1
Dibromomethane	EPA 8260C
Dichlorodifluoromethane	EPA 8260C
	EPA 624.1

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Volatile Halocarbons

Hexachlorobutadiene, Volatile	EPA 8260C
Methylene chloride	EPA 8260C
	EPA 624.1
Tetrachloroethene	EPA 8260C
	EPA 624.1
trans-1,2-Dichloroethene	EPA 8260C
	EPA 624.1
trans-1,3-Dichloropropene	EPA 8260C
	EPA 624.1
Trichloroethene	EPA 8260C
	EPA 624.1
Trichlorofluoromethane	EPA 8260C
	EPA 624.1
Vinyl chloride	EPA 8260C
	EPA 624.1

Volatiles Organics

1,4-Dioxane	EPA 8260C
	EPA 8270D SIM
2-Butanone (Methylethyl ketone)	EPA 8260C
2-Hexanone	EPA 8260C
4-Methyl-2-Pentanone	EPA 8260C
Acetone	EPA 8260C
	EPA 624.1
Carbon Disulfide	EPA 8260C
Cyclohexane	EPA 8260C
Isopropanol	EPA 8260C
Methyl acetate	EPA 8260C

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All approved analytes are listed below:

Volatiles Organics

Methyl cyclohexane	EPA 8260C
Vinyl acetate	EPA 8260C
	EPA 624.1

Sample Preparation Methods

	EPA 5030C
	EPA 3005A
	EPA 3510C

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All approved analytes are listed below:

Acrylates	
Acrylonitrile	EPA 8260C
Amines	
1,2-Diphenylhydrazine	EPA 8270D
2-Nitroaniline	EPA 8270D
3-Nitroaniline	EPA 8270D
4-Chloroaniline	EPA 8270D
4-Nitroaniline	EPA 8270D
Aniline	EPA 8270D
Carbazole	EPA 8270D
Benzidines	
3,3'-Dichlorobenzidine	EPA 8270D
Benzidine	EPA 8270D
Characteristic Testing	
Corrosivity (pH)	EPA 9040C
	EPA 9045D
Free Liquids	EPA 9095B
Ignitability	EPA 1030
	EPA 1010A
Synthetic Precipitation Leaching Proc.	EPA 1312
TCLP	EPA 1311
Chlorinated Hydrocarbon Pesticides	
Atrazine	EPA 8270D
Chlorinated Hydrocarbons	
1,2,3-Trichlorobenzene	EPA 8260C
1,2,4,5-Tetrachlorobenzene	EPA 8270D

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All approved analytes are listed below:

Chlorinated Hydrocarbons

1,2,4-Trichlorobenzene	EPA 8270D
2-Chloronaphthalene	EPA 8270D
Hexachlorobenzene	EPA 8270D
Hexachlorobutadiene	EPA 8270D
Hexachlorocyclopentadiene	EPA 8270D
Hexachloroethane	EPA 8270D

Haloethers

2,2'-Oxybis(1-chloropropane)	EPA 8270D
4-Bromophenylphenyl ether	EPA 8270D
4-Chlorophenylphenyl ether	EPA 8270D
Bis(2-chloroethoxy)methane	EPA 8270D
Bis(2-chloroethyl)ether	EPA 8270D

Metals I

Barium, Total	EPA 6010C
Cadmium, Total	EPA 6010C
Calcium, Total	EPA 6010C
Chromium, Total	EPA 6010C
Copper, Total	EPA 6010C
Iron, Total	EPA 6010C
Lead, Total	EPA 6010C
Magnesium, Total	EPA 6010C
Manganese, Total	EPA 6010C
Nickel, Total	EPA 6010C
Potassium, Total	EPA 6010C
Silver, Total	EPA 6010C
Sodium, Total	EPA 6010C

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ROCHESTER, NY 14608

NY Lab Id No: 10958

is hereby APPROVED as an Environmental Laboratory in conformance with the National Environmental Laboratory Accreditation Conference Standards (2016) for the category ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:

Metals II	
Aluminum, Total	EPA 6010C
Antimony, Total	EPA 6010C
Arsenic, Total	EPA 6010C
Beryllium, Total	EPA 6010C
Mercury, Total	EPA 7471B
Selenium, Total	EPA 6010C
Vanadium, Total	EPA 6010C
Zinc, Total	EPA 6010C
Metals III	
Cobalt, Total	EPA 6010C
Molybdenum, Total	EPA 6010C
Thallium, Total	EPA 6010C
Miscellaneous	
Boron, Total	EPA 6010C
Nitroaromatics and Isophorone	
2,4-Dinitrotoluene	EPA 8270D
2,6-Dinitrotoluene	EPA 8270D
Isophorone	EPA 8270D
Nitrobenzene	EPA 8270D
Pyridine	EPA 8270D
Nitrosoamines	
N-Nitrosodimethylamine	EPA 8270D
N-Nitrosodi-n-propylamine	EPA 8270D
N-Nitrosodiphenylamine	EPA 8270D

Serial No.: 67733

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NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2024
Issued April 01, 2023
Revised April 05, 2023

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

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Petroleum Hydrocarbons	
Diesel Range Organics	EPA 8015D
Phthalate Esters	
Benzyl butyl phthalate	EPA 8270D
Bis(2-ethylhexyl) phthalate	EPA 8270D
Diethyl phthalate	EPA 8270D
Dimethyl phthalate	EPA 8270D
Di-n-butyl phthalate	EPA 8270D
Di-n-octyl phthalate	EPA 8270D
Polychlorinated Biphenyls	
Aroclor 1016 (PCB-1016)	EPA 8082A
Aroclor 1016 (PCB-1016) in Oil	EPA 8082A
Aroclor 1221 (PCB-1221)	EPA 8082A
Aroclor 1221 (PCB-1221) in Oil	EPA 8082A
Aroclor 1232 (PCB-1232)	EPA 8082A
Aroclor 1232 (PCB-1232) in Oil	EPA 8082A
Aroclor 1242 (PCB-1242)	EPA 8082A
Aroclor 1242 (PCB-1242) in Oil	EPA 8082A
Aroclor 1248 (PCB-1248)	EPA 8082A
Aroclor 1248 (PCB-1248) in Oil	EPA 8082A
Aroclor 1254 (PCB-1254)	EPA 8082A
Aroclor 1254 (PCB-1254) in Oil	EPA 8082A
Aroclor 1260 (PCB-1260)	EPA 8082A
Aroclor 1260 (PCB-1260) in Oil	EPA 8082A
Aroclor 1262 (PCB-1262)	EPA 8082A
Aroclor 1262 (PCB-1262) in Oil	EPA 8082A
Aroclor 1268 (PCB-1268)	EPA 8082A

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Polychlorinated Biphenyls	
Aroclor 1268 (PCB-1268) in Oil	EPA 8082A
Polynuclear Aromatic Hydrocarbons	
Acenaphthene	EPA 8270D
Acenaphthylene	EPA 8270D
Anthracene	EPA 8270D
Benzo(a)anthracene	EPA 8270D
Benzo(a)pyrene	EPA 8270D
Benzo(b)fluoranthene	EPA 8270D
Benzo(g,h,i)perylene	EPA 8270D
Benzo(k)fluoranthene	EPA 8270D
Chrysene	EPA 8270D
Dibenzo(a,h)anthracene	EPA 8270D
Fluoranthene	EPA 8270D
Fluorene	EPA 8270D
Indeno(1,2,3-cd)pyrene	EPA 8270D
Naphthalene	EPA 8270D
Phenanthrene	EPA 8270D
Pyrene	EPA 8270D
Priority Pollutant Phenols	
2,3,4,6 Tetrachlorophenol	EPA 8270D
2,4,5-Trichlorophenol	EPA 8270D
2,4,6-Trichlorophenol	EPA 8270D
2,4-Dichlorophenol	EPA 8270D
2,4-Dimethylphenol	EPA 8270D
2,4-Dinitrophenol	EPA 8270D
2,6-Dichlorophenol	EPA 8270D

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Priority Pollutant Phenols

2-Chlorophenol	EPA 8270D
2-Methyl-4,6-dinitrophenol	EPA 8270D
2-Methylphenol	EPA 8270D
2-Nitrophenol	EPA 8270D
4-Chloro-3-methylphenol	EPA 8270D
4-Methylphenol	EPA 8270D
4-Nitrophenol	EPA 8270D
Pentachlorophenol	EPA 8270D
Phenol	EPA 8270D

Semi-Volatile Organics

1,1'-Biphenyl	EPA 8270D
1,2-Dichlorobenzene, Semi-volatile	EPA 8270D
1,3-Dichlorobenzene, Semi-volatile	EPA 8270D
1,4-Dichlorobenzene, Semi-volatile	EPA 8270D
2-Methylnaphthalene	EPA 8270D
Acetophenone	EPA 8270D
Benzaldehyde	EPA 8270D
Benzoic Acid	EPA 8270D
Benzyl alcohol	EPA 8270D
Caprolactam	EPA 8270D
Dibenzofuran	EPA 8270D

Volatile Aromatics

1,2,4-Trichlorobenzene, Volatile	EPA 8260C
1,2,4-Trimethylbenzene	EPA 8260C
1,2-Dichlorobenzene	EPA 8260C
1,3,5-Trimethylbenzene	EPA 8260C

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All approved analytes are listed below:

Volatile Aromatics

1,3-Dichlorobenzene	EPA 8260C
1,4-Dichlorobenzene	EPA 8260C
2-Chlorotoluene	EPA 8260C
4-Chlorotoluene	EPA 8260C
Benzene	EPA 8260C
Bromobenzene	EPA 8260C
Chlorobenzene	EPA 8260C
Ethyl benzene	EPA 8260C
Isopropylbenzene	EPA 8260C
m/p-Xylenes	EPA 8260C
Naphthalene, Volatile	EPA 8260C
n-Butylbenzene	EPA 8260C
n-Propylbenzene	EPA 8260C
o-Xylene	EPA 8260C
p-Isopropyltoluene (P-Cymene)	EPA 8260C
sec-Butylbenzene	EPA 8260C
Styrene	EPA 8260C
tert-Butylbenzene	EPA 8260C
Toluene	EPA 8260C
Total Xylenes	EPA 8260C

Volatile Halocarbons

1,1,1,2-Tetrachloroethane	EPA 8260C
1,1,1-Trichloroethane	EPA 8260C
1,1,2,2-Tetrachloroethane	EPA 8260C
1,1,2-Trichloro-1,2,2-Trifluoroethane	EPA 8260C
1,1,2-Trichloroethane	EPA 8260C
1,1-Dichloroethane	EPA 8260C

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Volatile Halocarbons

1,1-Dichloroethene	EPA 8260C
1,1-Dichloropropene	EPA 8260C
1,2,3-Trichloropropane	EPA 8260C
1,2-Dibromo-3-chloropropane	EPA 8260C
1,2-Dibromoethane	EPA 8260C
1,2-Dichloroethane	EPA 8260C
1,2-Dichloropropane	EPA 8260C
1,3-Dichloropropane	EPA 8260C
2,2-Dichloropropane	EPA 8260C
Bromochloromethane	EPA 8260C
Bromodichloromethane	EPA 8260C
Bromoform	EPA 8260C
Bromomethane	EPA 8260C
Carbon tetrachloride	EPA 8260C
Chloroethane	EPA 8260C
Chloroform	EPA 8260C
Chloromethane	EPA 8260C
cis-1,2-Dichloroethene	EPA 8260C
cis-1,3-Dichloropropene	EPA 8260C
Dibromochloromethane	EPA 8260C
Dibromomethane	EPA 8260C
Dichlorodifluoromethane	EPA 8260C
Methylene chloride	EPA 8260C
Tetrachloroethene	EPA 8260C
trans-1,2-Dichloroethene	EPA 8260C
trans-1,3-Dichloropropene	EPA 8260C
Trichloroethene	EPA 8260C

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All approved analytes are listed below:

Volatile Halocarbons	
Trichlorofluoromethane	EPA 8260C
Vinyl chloride	EPA 8260C
Volatile Organics	
1,4-Dioxane	EPA 8260C
	EPA 8270D SIM
2-Butanone (Methylethyl ketone)	EPA 8260C
2-Hexanone	EPA 8260C
4-Methyl-2-Pentanone	EPA 8260C
Acetone	EPA 8260C
Carbon Disulfide	EPA 8260C
Cyclohexane	EPA 8260C
Isopropanol	EPA 8260C
Methyl acetate	EPA 8260C
Methyl cyclohexane	EPA 8260C
Methyl tert-butyl ether	EPA 8260C
tert-butyl alcohol	EPA 8260C
Vinyl acetate	EPA 8260C
Sample Preparation Methods	
	EPA 5035A-L
	EPA 5035A-H
	EPA 3580A
	EPA 3050B
	EPA 3546

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ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Lead in Dust Wipes	EPA 6010C
Lead in Paint	EPA 6010C

Sample Preparation Methods

	EPA 3050B

Serial No.: 67573

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PROCUREMENT FORMS AND SUPPLEMENTS

DOCUMENT 00 41 16

BID FORM - STIPULATED SUM (MULTIPLE-PRIME CONTRACT)

CONTRACT NO. 1 - GENERAL CONSTRUCTION

To: Newark Valley Central School District
District Office
68 Wilson Creek Road
Newark Valley, New York 13811

Project: Newark Valley
2023 Capital Project-Phase III
High School-Air Conditioning
Newark Valley Central School District

Date: _____

Submitted by: _____
(full name
and address) _____

_____

Telephone No. _____

1.1 OFFER

Having examined the Place of The Work and having familiarized himself with the local conditions and any other conditions affecting the Work of this Project, including the availability of materials and labor, and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Keystone Associates Architects, Engineers and Surveyors LLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to furnish all labor, materials, equipment, transportation, and services necessary to perform and complete the construction of the Project in accordance with the Contract Documents within the time limit, for the Sum of:

$_____
(figures)

_____ dollars,
(written)

---

in lawful money of the United States of America.

All applicable federal taxes are **included** and **State of New York** taxes are **excluded from** the Bid Sum.

We have included the Security Bid Bond as required by the Instruction to Bidders.

The Owner is exempt from paying State and Local sales taxes on any materials which it purchases for this project. In computing their bids, contractors shall not include the sales and compensating use taxes of the State of New York or of any City and County in the State of New York for any supplies or materials to be used by the Contractor for and on behalf of the Owner. It shall be the Contractor's responsibility to secure the State of New York Dept. of Taxation ST 120-1, Contractor's Exemption Purchase Certificate and to comply with all instructions of this form.

1.1 BID GUARANTEE

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

Amount of Bid Guarantee:

_____Dollars ($_____).

B. In the event Owner does not offer Notice to Proceed within the time limits stated above, Owner will return to the undersigned the Bid Guarantee.

1.2 **ALTERNATES-** ALTERNATES

Bidders are required to Bid on all alternates within the Bidding Documents. Bidders shall set forth in the space provided, therefore, the amount to be added to or deducted from the Base Bid. If the Bidder does not desire to make a change from the Base Bid, he shall so indicate by using the words "No Change".

A. ADD Alternate GC-1 – Library Air Conditioning:
   1. Indicate the amount to be added to the Base Bid if all general construction work associated with removing existing mechanical equipment including ductwork, etc and providing new mechanical equipment including air handling unit, unit ventilator(s), split system(s), air cooled condensing units, ductwork, piping, insulation, testing & balancing, and all necessary appurtenances necessary for a fully functioning system, at the Library, as shown in the Contract Documents, is added to the Project.

      ADD: _____ _____
      TOTAL FOR MATERIALS AND LABOR (written) (figures)

B. ADD Alternate GC-2 - Multi-Purpose Room Air Conditioning:
   1. Indicate the amount to be added to the Base Bid if all general construction work associated with removing existing mechanical equipment including ductwork, etc and providing new mechanical equipment including rooftop unit, ductwork, piping, insulation, testing & balancing, specialties, and all necessary appurtenances necessary for a fully functioning system, at the Multi-Purpose Room, as shown in the Contract Documents, is added to the Project.

      ADD: _____ _____
      TOTAL FOR MATERIALS AND LABOR (written) (figures)

C. ADD Alternate GC-3 - Gymnasium Air Conditioning:

1. Indicate the amount to be added to the Base Bid if all general construction work associated with removing existing mechanical equipment including ductwork, etc and providing new mechanical equipment including rooftop unit(s), ductwork, piping, insulation, testing & balancing, heat exchanger, pumps, specialties, and all necessary appurtenances necessary for a fully functioning system, at the Gymnasium, as shown in the Contract Documents, is added to the Project.

ADD: _____ _____
TOTAL FOR MATERIALS AND LABOR (written) (figures)

D. ADD Alternate GC-4 - Technology Room Air Conditioning:

1. Indicate the amount to be added to the Base Bid if all general construction work associated with removing existing mechanical equipment including ductwork, etc and providing new mechanical equipment including rooftop unit(s), ductwork, piping, insulation, testing & balancing, specialties, and all necessary appurtenances necessary for a fully functioning system at the Technology Room, as shown in the Contract Documents, is added to the Project.

ADD: _____ _____
TOTAL FOR MATERIALS AND LABOR (written) (figures)

E. ADD Alternate GC-5 - Miscellaneous Rooms Air Conditioning:

1. Indicate on the Bid Form the amount to be added to the Base Bid if all general construction work associated with removing existing mechanical equipment including ductwork, etc and providing new mechanical equipment including PTAC(s), Unit Ventilator(s), ductwork, piping, insulation, testing & balancing, specialties, and all necessary appurtenances necessary for a fully functioning system at the Miscellaneous Rooms, as shown in the Contract Documents, is added to the Project.

ADD: _____ _____
TOTAL FOR MATERIALS AND LABOR (written) (figures)

1.2 UNIT PRICES - NONE

1.3 ALLOWANCES

The Bidder hereby certifies that the Base Bid includes the following cash allowances as stipulated by the Architect in the Specifications.

a. Include the sum of $10,000.00 for Field Directive Allowance.

1.4 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 45 calendar days from the Bid closing date. Contract Award shall be determined by the Lowest Responsible Base Bid plus any combination of Alternates at the discretion of the Owner.

If this Bid is accepted by the Owner within the time period stated above, we will:
- Execute the Agreement within 10 days of receipt of Notice to Proceed.
- Furnish the required bonds within 10 days of receipt of Notice to Proceed in the form described in Contract Documents.
- Commence Work upon receipt of written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid security or the difference between this Bid and the Bid upon which a Contract is signed.

In the event our Bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

The sum given in the Base Bid represents the entire cost of the Project. The sum given shall include any and all cost for insurance, including all insurance required by the Agreement, any and all fees for licenses and permits. The Undersigned agrees that no claim will be made for any additional costs regardless of any increases in costs such as higher wage scales or material prices. No amount is included in the Base Bid for State and Local sales taxes on any materials which it purchases for this project.

The Undersigned has carefully checked all the figures used in compiling the sum given in the Base Bid and understands that the Owner will not be responsible for any errors or omissions incurred by the Undersigned in making up of this Bid. The Undersigned further understands that no modification or withdrawal of this proposal will be permitted after the time specified for the receipt of Bids.

The Undersigned has examined the location of the proposed Work, Drawings, Specifications and other Contract Documents and is familiar with local conditions at the place where Work is to be performed.

1.5 CONTRACT TIME

If this Bid is accepted, we will:

- be Substantially Complete by August 28, 2026. Final Completion shall be within thirty (30) days from Substantial Completion.

1.6 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the bid sum.

Addendum #1 Dated _____

Addendum #2 Dated _____

Addendum #3 Dated _____

Addendum #4 Dated _____

Addendum #5 Dated _____

1.7 BID FORM SIGNATURES

The Corporate Seal of

.....
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

.....
(Authorized signing officer Title)

(Seal)

.....
(Authorized signing officer Title)

(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

NON-COLLUSIVE BIDDING CERTIFICATION

TO: Newark Valley Central School District
District Office
68 Wilson Creek Road
Newark Valley, New York 13811

HEREINAFTER REFERRED TO AS THE OWNER, IN ACCORDANCE WITH SEALED BIDS FOR:

2023 Capital Project-Phase III
High School-Air Conditioning
Newark Valley Central School District

SED PROJECT NUMBERS:
High School: 60-04-02-04-0-007-023

SUBMITTED UNDER DATE OF: _____

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 hereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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

(2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder, or to any competitor, and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

COMPANY: _____

BY: _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

By the submission of this Bid, the Bidder, Offeror, or Subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder, Offeror, Applicant or Subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, restaurants, and other eating area, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding $10,000.00; that he will retain such certifications in his files; and that he will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods):

NOTE: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

_____

Name and Title of Signer
(Please Type)

_____

(Signature)

_____

(Date)

Attach to each copy of the Bid Form a Bid Bond using AIA Document A310, a certified check, or a cashier's check payable to the Owner. Any Bid Bond on other forms may be considered an irregularity in Bidding. AIA forms as required by these Contract Documents are available from the American Institute of Architects, 1735 New York Avenue, NW, Washington, DC 20006, or from the Architect's office at cost.

Iranian Energy Sector Divestment Certification

Please be advised that, The Iran Divestment Act of 2012 (effective April 12, 2012) is codified at State Finance Law("SFL") 165-a and General Municipal Law ("GML") Section 103-9. The Iran Divestment Act, with certain exceptions, prohibits the Fire District from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each bidder is required to certify at the time it submits its bid that it is not on a list of entities engaged in investment activities in Iran created by the Commissioner of the NYS Office of General Services pursuant to the State Finance Law.

Each bidder must hereby represent that said bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment". The bidder must affirm that, pursuant to Iranian Energy Sector Divestment Law, that bidder has not invested more than $20 million in the Iranian energy sector.

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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

The bidder shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its bid. Said certificate is a requirement of Section 103-g of the General Municipal Law. The Certification starts below.

A bid shall not be considered for award nor shall any award be made where the bidder fails to submit a signed and verified bidder's certification.

Certification Pursuant to Section 103-g of General Municipal Law
IRANIAN ENERGY SECTOR DIVESTMENT

1. Bidder hereby represents that said bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Bidder has not:

a) Provided goods or services of $20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

b) Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor submitting a bid in response to this request for bids must certify and affirm the following under penalties of perjury:

a) "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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law"

4. Except as otherwise specifically provided herein, any bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder cannot make the certification as set forth in subdivision (a) above, the bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Municipality reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid to any bidder who cannot make the certification, on a case-by-case basis under the following circumstances:

a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Municipality has made a determination that the goods or services are necessary for the Municipality to perform its functions and that, absent such an exemption, the Municipality would be unable to obtain the goods or services for which the bid is offered. Such determination shall be made by the Municipality in writing and shall be a public document.

BIDDER'S CERTIFICATION:

☐ By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

☐ I am unable to certify that my name and the name of the bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

_____ _____
Signature Title

_____ _____
Company Name Date

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public
Dated:

END OF DOCUMENT

DOCUMENT 00 41 16

BID FORM - STIPULATED SUM (MULTIPLE-PRIME CONTRACT)

CONTRACT NO. 2 - HVAC CONSTRUCTION

To: Newark Valley Central School District
District Office
68 Wilson Creek Road
Newark Valley, New York 13811

Project: 2023 Capital Project - Phase III
High School-Air Conditioning
Newark Valley Central School District

Date: _____

Submitted by: _____
(full name
and address) _____

_____

Telephone No. _____

1.1 OFFER

Having examined the Place of The Work and having familiarized himself with the local conditions and any other conditions affecting the Work of this Project, including the availability of materials and labor, and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Keystone Associates Architects, Engineers and Surveyors LLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to furnish all labor, materials, equipment, transportation, and services necessary to perform and complete the construction of the Project in accordance with the Contract Documents within the time limit, for the Sum of:

$_____
(figures)

_____ dollars,
(written)

---

in lawful money of the United States of America.

All applicable federal taxes are **included** and **State of New York** taxes are **excluded from** the Bid Sum

We have included the Security Bid Bond as required by the Instruction to Bidders.

The Owner is exempt from paying State and Local sales taxes on any materials which it purchases for this project. In computing their bids, contractors shall not include the sales and compensating use taxes of the State of New York or of any City and County in the State of New York for any

supplies or materials to be used by the Contractor for and on behalf of the Owner. It shall be the Contractor's responsibility to secure the State of New York Dept. of Taxation ST 120-1, Contractor's Exemption Purchase Certificate and to comply with all instructions of this form.

1.1 BID GUARANTEE

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

Amount of Bid Guarantee:

_____Dollars ($_____).

B. In the event Owner does not offer Notice to Proceed within the time limits stated above, Owner will return to the undersigned the Bid Guarantee.

1.2

1.2 ALTERNATES

Bidders are required to Bid on all alternates within the Bidding Documents. Bidders shall set forth in the space provided, therefore, the amount to be added to or deducted from the Base Bid. If the Bidder does not desire to make a change from the Base Bid, he shall so indicate by using the words "No Change".

A. ADD Alternate MC-1 - Library Air Conditioning:
   1. Indicate the amount to be added to the Base Bid if all mechanical work associated with removing existing mechanical equipment including ductwork, etc and providing new mechanical equipment including air handling unit, unit ventilator(s), split system(s), air cooled condensing units, ductwork, piping, insulation, testing & balancing, and all necessary appurtenances necessary for a fully functioning system, at the Library, as shown in the Contract Documents, is added to the Project.

      ADD: _____ _____
      TOTAL FOR MATERIALS AND LABOR (written) (figures)

B. ADD Alternate MC-2 - Multi-Purpose Room Air Conditioning:
   1. Indicate the amount to be added to the Base Bid if all mechanical work associated with removing existing mechanical equipment and providing new mechanical equipment including rooftop unit, ductwork, piping, insulation, testing & balancing, specialties, and all necessary appurtenances necessary for a fully functioning system, at the Multi-Purpose Room, as shown in the Contract Documents, is added to the Project.

      ADD: _____ _____

TOTAL FOR MATERIALS AND LABOR (written) (figures)

C. ADD Alternate MC-3 - Gymnasium Air Conditioning:
   1. Indicate the amount to be added to the Base Bid if all mechanical work associated with removing existing mechanical equipment including ductwork, etc and providing new mechanical equipment including rooftop unit(s), ductwork, piping, insulation, testing & balancing, heat exchanger, pumps, specialties, and all necessary appurtenances necessary for a fully functioning system, at the Gymnasium, as shown in the Contract Documents, is added to the Project.

      ADD: _____ _____
      TOTAL FOR MATERIALS AND LABOR (written) (figures)

D. ADD Alternate MC-4 - Technology Room Air Conditioning:
   1. Indicate the amount to be added to the Base Bid if all mechanical work associated with removing existing mechanical equipment including ductwork, etc and providing new mechanical equipment including rooftop unit(s), ductwork, piping, insulation, testing & balancing, specialties, and all necessary appurtenances necessary for a fully functioning system at the Technology Room, as shown in the Contract Documents, is added to the Project.

      ADD: _____ _____
      TOTAL FOR MATERIALS AND LABOR (written) (figures)

E. ADD Alternate MC-5 - Wellness H1109, Office H111, Psychologist Office H208, Phys Ed Offices H210 & H212 Air Conditioning:
   1. Indicate the amount to be added to the Base Bid if all mechanical work associated with removing existing mechanical equipment including unit ventilators, fin tube, etc and providing new PTAC(s), Unit Ventilator(s), ductwork, piping, insulation, testing & balancing, specialties, and all necessary appurtenances necessary for a fully functioning system at Wellness H1109, Office H111, Psychologist Office H208, Phys Ed Offices H210 & H212, as shown in the Contract Documents, is added to the Project.

      ADD: _____ _____
      TOTAL FOR MATERIALS AND LABOR (written) (figures)

1.3 UNIT PRICES - NONE

1.4 ALLOWANCES

The Bidder hereby certifies that the Base Bid includes the following cash allowances as stipulated by the Architect in the Specifications.

a. Include the sum of $75,000.00 for Field Directive Allowance.

1.5 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 45 calendar days from the Bid closing date. Contract Award shall be determined by the Lowest Responsible Base Bid plus any combination of Alternates at the discretion of the Owner.

If this Bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within 10 days of receipt of Notice to Proceed.
- Furnish the required bonds within 10 days of receipt of Notice to Proceed in the form described in Contract Documents.
- Commence Work upon receipt of written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid security or the difference between this Bid and the Bid upon which a Contract is signed.

In the event our Bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

The sum given in the Base Bid represents the entire cost of the Project. The sum given shall include any and all cost for insurance, including all insurance required by the Agreement, any and all fees for licenses and permits. The Undersigned agrees that no claim will be made for any additional costs regardless of any increases in costs such as higher wage scales or material prices. No amount is included in the Base Bid for State and Local sales taxes on any materials which it purchases for this project.

The Undersigned has carefully checked all the figures used in compiling the sum given in the Base Bid and understands that the Owner will not be responsible for any errors or omissions incurred by the Undersigned in making up of this Bid. The Undersigned further understands that no modification or withdrawal of this proposal will be permitted after the time specified for the receipt of Bids.

The Undersigned has examined the location of the proposed Work, Drawings, Specifications and other Contract Documents and is familiar with local conditions at the place where Work is to be performed.

1.6 CONTRACT TIME

If this Bid is accepted, we will:

- be Substantially Complete by August 28, 2026. Final Completion shall be within thirty (30) days from Substantial Completion.

1.7 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the bid sum.

Addendum #1 Dated _____

Addendum #2 Dated _____

Addendum #3 Dated _____

Addendum #4 Dated _____

Addendum #5 Dated _____

1.8 BID FORM SIGNATURES

The Corporate Seal of

.....
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

.....
(Authorized signing officer Title)

(Seal)

.....
(Authorized signing officer Title)

(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

NON-COLLUSIVE BIDDING CERTIFICATION

TO: Newark Valley Central School District
District Office
68 Wilson Creek Road
Newark Valley, New York 13811

HEREINAFTER REFERRED TO AS THE OWNER, IN ACCORDANCE WITH SEALED BIDS FOR:

2023 Capital Project - Phase III
High School-Air Conditioning
Newark Valley Central School District

SED PROJECT NUMBERS:
High School: 60-04-02-04-0-007-023

SUBMITTED UNDER DATE OF: _____

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 hereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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

(2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder, or to any competitor, and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

COMPANY: _____

BY: _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

By the submission of this Bid, the Bidder, Offeror, or Subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder, Offeror, Applicant or Subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, restaurants, and other eating area, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding $10,000.00; that he will retain such certifications in his files; and that he will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods):

NOTE: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

_____

Name and Title of Signer
(Please Type)

_____

(Signature)

_____

(Date)

Attach to each copy of the Bid Form a Bid Bond using AIA Document A310, a certified check, or a cashier's check payable to the Owner. Any Bid Bond on other forms may be considered an irregularity in Bidding. AIA forms as required by these Contract Documents are available from the American Institute of Architects, 1735 New York Avenue, NW, Washington, DC 20006, or from the Architect's office at cost.

Iranian Energy Sector Divestment Certification

Please be advised that, The Iran Divestment Act of 2012 (effective April 12, 2012) is codified at State Finance Law("SFL") 165-a and General Municipal Law ("GML") Section 103-9. The Iran Divestment Act, with certain exceptions, prohibits the Fire District from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each bidder is required to certify at the time it submits its bid that it is not on a list of entities engaged in investment activities in Iran created by the Commissioner of the NYS Office of General Services pursuant to the State Finance Law.

Each bidder must hereby represent that said bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment". The bidder must affirm that, pursuant to Iranian Energy Sector Divestment Law, that bidder has not invested more than $20 million in the Iranian energy sector.

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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

The bidder shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its bid. Said certificate is a requirement of Section 103-g of the General Municipal Law. The Certification starts below.

A bid shall not be considered for award nor shall any award be made where the bidder fails to submit a signed and verified bidder's certification.

Certification Pursuant to Section 103-g of General Municipal Law
IRANIAN ENERGY SECTOR DIVESTMENT

1. Bidder hereby represents that said bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Bidder has not:

a) Provided goods or services of $20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

b) Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor submitting a bid in response to this request for bids must certify and affirm the following under penalties of perjury:

a) "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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law"

4. Except as otherwise specifically provided herein, any bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder cannot make the certification as set forth in subdivision (a) above, the bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Municipality reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid to any bidder who cannot make the certification, on a case-by-case basis under the following circumstances:

a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Municipality has made a determination that the goods or services are necessary for the Municipality to perform its functions and that, absent such an exemption, the Municipality would be unable to obtain the goods or services for which the bid is offered. Such determination shall be made by the Municipality in writing and shall be a public document.

BIDDER'S CERTIFICATION:

☐ By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

☐ I am unable to certify that my name and the name of the bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

_____ _____
Signature Title

_____ _____
Company Name Date

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public
Dated:

END OF DOCUMENT

DOCUMENT 00 41 16

BID FORM - STIPULATED SUM (MULTIPLE-PRIME CONTRACT)

CONTRACT NO. 3 - ELECTRICAL CONSTRUCTION

To: Newark Valley Central School District
District Office
68 Wilson Creek Road
Newark Valley, New York 13811

Project: 2023 Capital Project - Phase III
High School-Air Conditioning
Newark Valley Central School District

Date: _____

Submitted by: _____
(Full name
and address) _____

_____

Telephone No. _____

1.1 OFFER

Having examined the Place of The Work and having familiarized himself with the local conditions and any other conditions affecting the Work of this Project, including the availability of materials and labor, and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Keystone Associates Architects, Engineers and Surveyors LLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to furnish all labor, materials, equipment, transportation, and services necessary to perform and complete the construction of the Project in accordance with the Contract Documents within the time limit, for the Sum of:

$_____
(figures)

_____ dollars,
(written)

---

in lawful money of the United States of America.

All applicable federal taxes are **included** and **State of New York** taxes are **excluded from** the Bid Sum.

We have included the Security Bid Bond as required by the Instruction to Bidders.

The Owner is exempt from paying State and Local sales taxes on any materials which it purchases for this project. In computing their bids, contractors shall not include the sales and compensating use taxes of the State of New York or of any City and County in the State of New York for any

supplies or materials to be used by the Contractor for and on behalf of the Owner. It shall be the Contractor's responsibility to secure the State of New York Dept. of Taxation ST 120-1, Contractor's Exemption Purchase Certificate and to comply with all instructions of this form.

1.1 BID GUARANTEE

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

Amount of Bid Guarantee:

_____Dollars ($_____).

B. In the event Owner does not offer Notice to Proceed within the time limits stated above, Owner will return to the undersigned the Bid Guarantee.

1.2 ALTERNATES

Bidders are required to bid on all alternates within the bidding documents. Bidders shall set forth in the space provided, therefore, the amount to be added to or deducted from the base bid. If the bidder does not desire to make a change from the base bid, he shall so indicate by using the words "No Change".

A. ADD Alternate EC-1 - Library Air Conditioning:
   1. Indicate the amount to be added to the Base Bid if all temperature control work associated with removing existing mechanical equipment and providing new mechanical equipment, at the Library, as shown in the Contract Documents, is added to the Project.

      ADD: _____ _____
      TOTAL FOR MATERIALS AND LABOR (written) (figures)

B. ADD Alternate EC-2 - Multi-Purpose Room Air Conditioning:
   1. Indicate the amount to be added to the Base Bid if all temperature control work associated with removing existing mechanical equipment and providing new mechanical equipment, at the Multi-Purpose Room, as shown in the Contract Documents, is added to the Project.

      ADD: _____ _____
      TOTAL FOR MATERIALS AND LABOR (written) (figures)

C. ADD Alternate EC-3 - Gymnasium Air Conditioning:
   1. Indicate the amount to be added to the Base Bid if all temperature control work associated with removing existing mechanical equipment and providing new mechanical equipment, at the Gymnasium, as shown in the Contract Documents, is added to the Project.

ADD: _____ _____
TOTAL FOR MATERIALS AND LABOR (written) (figures)

D. ADD Alternate EC-4 - Technology Room Air Conditioning:
   1. Indicate the amount to be added to the Base Bid if all temperature control work associated with removing existing mechanical equipment and providing new mechanical equipment at the Technology Room, as shown in the Contract Documents, is added to the Project.

ADD: _____ _____
TOTAL FOR MATERIALS AND LABOR (written) (figures)

E. ADD Alternate EC-5 - Wellness H1109, Office H111, Psychologist Office H208, Phys Ed Offices H210 & H212 Air Conditioning:
   1. Indicate the amount to be added to the Base Bid if all temperature control work associated with removing existing mechanical equipment and providing new mechanical equipment at Wellness H1109, Office H111, Psychologist Office H208, Phys Ed Offices H210 & H212, as shown in the Contract Documents, is added to the Project.

ADD: _____ _____
TOTAL FOR MATERIALS AND LABOR (written) (figures)

1.3 UNIT PRICES - NONE

1.4 ALLOWANCES

The Bidder hereby certifies that the Base Bid includes the following cash allowances as stipulated by the Architect in the Specifications.

a. Include the sum of $15,000.00 for Field Directive Allowance.

1.5 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 45 calendar days from the Bid closing date. Contract Award shall be determined by the Lowest Responsible Base Bid plus any combination of Alternates at the discretion of the Owner.

If this Bid is accepted by the Owner within the time period stated above, we will:
- Execute the Agreement within 10 days of receipt of Notice to Proceed.
- Furnish the required bonds within 10 days of receipt of Notice to Proceed in the form described in Contract Documents.
- Commence Work upon receipt of written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid security or the difference between this Bid and the Bid upon which a Contract is signed.

In the event our Bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an

extended period of time.

The sum given in the Base Bid represents the entire cost of the Project. The sum given shall include any and all cost for insurance, including all insurance required by the Agreement, any and all fees for licenses and permits. The Undersigned agrees that no claim will be made for any additional costs regardless of any increases in costs such as higher wage scales or material prices. No amount is included in the Base Bid for State and Local sales taxes on any materials which it purchases for this project.

The Undersigned has carefully checked all the figures used in compiling the sum given in the Base Bid and understands that the Owner will not be responsible for any errors or omissions incurred by the Undersigned in making up of this Bid. The Undersigned further understands that no modification or withdrawal of this proposal will be permitted after the time specified for the receipt of Bids.

The Undersigned has examined the location of the proposed Work, Drawings, Specifications and other Contract Documents and is familiar with local conditions at the place where Work is to be performed.

1.6 CONTRACT TIME

1.7 IF THIS BID IS ACCEPTED, WE WILL:

- be Substantially Complete by August 28, 2026. Final Completion shall be within thirty (30) days from Substantial Completion.

1.8 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the bid sum.

Addendum #1 Dated _____

Addendum #2 Dated _____

Addendum #3 Dated _____

Addendum #4 Dated _____

Addendum #5 Dated _____

1.9 BID FORM SIGNATURES

The Corporate Seal of

.....
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

.....
(Authorized signing officer Title)

(Seal)

.....
(Authorized signing officer Title)

(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

NON-COLLUSIVE BIDDING CERTIFICATION

TO: Newark Valley Central School District
District Office
68 Wilson Creek Road
Newark Valley, New York 13811

HEREINAFTER REFERRED TO AS THE OWNER, IN ACCORDANCE WITH SEALED BIDS FOR:

2023 Capital Project - Phase III
High School-Air Conditioning
Newark Valley Central School District

SED PROJECT NUMBERS:
High School: 60-04-02-04-0-007-023

SUBMITTED UNDER DATE OF: _____

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 hereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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

(2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder, or to any competitor, and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

COMPANY: _____

BY: _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

By the submission of this Bid, the Bidder, Offeror, or Subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder, Offeror, Applicant or Subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, restaurants, and other eating area, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding $10,000.00; that he will retain such certifications in his files; and that he will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods):

NOTE: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

_____
Name and Title of Signer
(Please Type)

_____
(Signature)

_____
(Date)

Attach to each copy of the Bid Form a Bid Bond using AIA Document A310, a certified check, or a cashier's check payable to the Owner. Any Bid Bond on other forms may be considered an irregularity in Bidding. AIA forms as required by these Contract Documents are available from the American Institute of Architects, 1735 New York Avenue, NW, Washington, DC 20006, or from the Architect's office at cost.

Iranian Energy Sector Divestment Certification

Please be advised that, The Iran Divestment Act of 2012 (effective April 12, 2012) is codified at State Finance Law("SFL") 165-a and General Municipal Law ("GML") Section 103-9. The Iran Divestment Act, with certain exceptions, prohibits the Fire District from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each bidder is required to certify at the time it submits its bid that it is not on a list of entities engaged in investment activities in Iran created by the Commissioner of the NYS Office of General Services pursuant to the State Finance Law.

Each bidder must hereby represent that said bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment". The bidder must affirm that, pursuant to Iranian Energy Sector Divestment Law, that bidder has not invested more than $20 million in the Iranian energy sector.

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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

The bidder shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its bid. Said certificate is a requirement of Section 103-g of the General Municipal Law. The Certification starts below.

A bid shall not be considered for award nor shall any award be made where the bidder fails to submit a signed and verified bidder's certification.

Certification Pursuant to Section 103-g of General Municipal Law
IRANIAN ENERGY SECTOR DIVESTMENT

1. Bidder hereby represents that said bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Bidder has not:

a) Provided goods or services of $20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

b) Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor submitting a bid in response to this request for bids must certify and affirm the following under penalties of perjury:

a) "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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law"

4. Except as otherwise specifically provided herein, any bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder cannot make the certification as set forth in subdivision (a) above, the bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Municipality reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid to any bidder who cannot make the certification, on a case-by-case basis under the following circumstances:

a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Municipality has made a determination that the goods or services are necessary for the Municipality to perform its functions and that, absent such an exemption, the Municipality would be unable to obtain the goods or services for which the bid is offered. Such determination shall be made by the Municipality in writing and shall be a public document.

BIDDER'S CERTIFICATION:

☐ By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

☐ I am unable to certify that my name and the name of the bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

_____ _____
Signature Title

_____ _____
Company Name Date

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public
Dated:

END OF DOCUMENT

DOCUMENT 00 43 13

BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

A. Bids shall be accompanied by Bid Security payable to the Owner in one of the following forms:
   1. Bid bond in the amount of a sum no less than five (5) percent of the Bid on AIA A310 - Bid Bond.
   2. Certified check in the amount of five (5) percent of the Bid Price.
   3. Cashier's check in the amount of five (5) percent of the Bid Price.

B. Copies of AIA standard forms may be obtained from The American Institute of Architects; www.aia.org/contractdocs/purchase/index.htm; email: docspurchases@aia.org; (800) 942-7732.

C. A copy of Bid Bond is included for informational purposes only.

END OF DOCUMENT

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

BOND AMOUNT: $

PROJECT:
(Name, location or address, and Project number, if any)

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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User Notes: (2016700471)

Signed and sealed this day of ,

	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)*
	(Surety) *(Seal)*
(Witness)	*(Title)*

SAMPLE

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User Notes: (2016700471)

DOCUMENT 00 45 13

BIDDER'S QUALIFICATIONS

1.1 BIDDERS QUALIFICATIONS

A. After the receipt and opening of Bids, and prior to the issuance of a Notice to Proceed and execution of a formal Owner/Contractor Agreement, the low Bidder may be required to submit a completed Contractor's Qualification Statement on AIA Document A305, 1986 Edition.

1. A copy of the Qualification Statement to be used on this project is included for informational purposes only and may be purchased at the Architect's office.

END OF DOCUMENT

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

[ ] Corporation
[ ] Partnership
[ ] Individual
[ ] Joint Venture
[ ] Other

NAME OF PROJECT: *(if applicable)*

TYPE OF WORK: *(file separate form for each Classification of Work)*

[ ] General Construction
[ ] HVAC
[ ] Electrical
[ ] Plumbing
[ ] Other: *(Specify)*

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:
§ 1.3.2 State of incorporation:
§ 1.3.3 President's name:

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

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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User Notes: (1295399022)

§ **1.3.4** Vice-president's name(s)

§ **1.3.5** Secretary's name:
§ **1.3.6** Treasurer's name:

§ **1.4** If your organization is a partnership, answer the following:
§ **1.4.1** Date of organization:
§ **1.4.2** Type of partnership (if applicable):
§ **1.4.3** Name(s) of general partner(s)

§ **1.5** If your organization is individually owned, answer the following:
§ **1.5.1** Date of organization:
§ **1.5.2** Name of owner:

§ **1.6** If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ **2.1** List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ **2.2** List jurisdictions in which your organization's partnership or trade name is filed.

§ 3 EXPERIENCE

§ **3.1** List the categories of work that your organization normally performs with its own forces.

§ **3.2** Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
§ **3.2.1** Has your organization ever failed to complete any work awarded to it?

§ **3.2.2** Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ **3.2.3** Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ **3.3** Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

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§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

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Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6 SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

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User Notes: (1295399022)

CONTRACTING REQUIREMENTS

DOCUMENT 00 60 00

PROJECT FORMS

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:
   1. AIA Document A132-2019, "Standard Form of Agreement between Owner and Contractor, Construction Manager as Adviser Edition".
      a. The modified General Conditions for Project are AIA Document A232-2019, "General Conditions of the Contract for Construction, Construction Manager as Adviser Edition" and are included in the Project Manual.
      b. The Supplementary Conditions for Project are incorporated into the modified copy of the General Conditions included in the Project Manual.

1.2 NOTICE TO PROCEED

A. A Notice to Proceed will be sent in triplicate by the Owner to the successful bidders for signature. The date of this notice shall serve as the Contract Date for this project.
   1. A copy of the Notice to Proceed is included in this Document for informational purposes only.

1.3 ADMINISTRATIVE FORMS

A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.

B. Copies of AIA standard forms may be obtained from the American Institute of Architects; http://www.aia.org/contractdocs/purchase/index.htm; docspurchases@aia.org; (800) 942-7732.

C. Preconstruction Forms:
   1. Form of Performance Bond and Labor and Material Bond: AIA Document A312, "Performance Bond and Payment Bond".

2. Form of Certificate of Insurance: ACORD Certificate of Insurance Form 25 (latest edition) with AIA Document G715, "Supplemental Attachment for ACORD Certificate of Insurance 25-S."
3. The acceptable Certificate of NYS Workers' Compensation Insurance Coverage for this Contract will be the State of New York Workers' Compensation Board Form C-105.2 or U-26.3.
4. Copies of these forms are included in this section for information purposes only.

D. Information and Modification Forms:
1. Form for Requests for Information: "Request for Information (RFI)". A copy of this form is included in this section for information purposes only.
2. Form of Request for Proposal: AIA Document G709, "Work Changes Proposal Request".
3. Change Order Form: AIA Document G731, "CMa, "Change Order", Construction Manager Adviser.

E. Payment Forms:
1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
2. Payment Application: AIA Document G732, "Application and Certificate for Payment, CMa Edition" and Continuation Sheet.
3. Partial Waiver of Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application. A copy of this form is included in this section for information purposes only.
4. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims".
5. Form of Affidavit of Release of Liens: AIA Document G706A, "Contractor's Affidavit of Payment of Release of Liens".
6. Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment".

END OF DOCUMENT

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, *Construction Manager as Adviser Edition*

AGREEMENT made as of the Sixth day of November in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

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

Newark Valley Central School District
68 Wilson Creek Road
Newark Valley, NY 13811

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

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

Newark Valley Central School District- Capital Project Phase III
68 Wilson Creek Road
Newark Valley , NY 13811

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

TamCo Management Group
1 Kattelville Rd, Suite 9
Binghamton, NY 13905

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

Keystone Associates Architects, Engineers and Surveyors, LLC
58 Exchange Street
Binghamton, NY 13901

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: (690cbaa12267955a4f67848b)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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5 PAYMENTS

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8 MISCELLANEOUS PROVISIONS

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EXHIBIT A INSURANCE AND BONDS
EXHIBIT B DETERMINATION OF THE COST OF THE WORK

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:
(Check one of the following boxes.)

[ ] The date of this Agreement.

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

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

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

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

§ 3.3 Substantial Completion 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:
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all

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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:

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:
(Check one of the following boxes and complete the necessary information.)

[ ] 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:
(Check the appropriate box.)

[ ] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 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 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

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

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Item **Price**

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

Item **Units and Limitations** **Price per Unit ($0.00)**

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price
§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

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

Item **Units and Limitations** **Price per Unit ($0.00)**

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price
§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

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

Item **Units and Limitations** **Price per Unit ($0.00)**

§ 4.4.7 Guaranteed Maximum Price

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§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed ($), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

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

Item	Price	Conditions for Acceptance

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

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

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, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an

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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 ( ) days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 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.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;

.2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an

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amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 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;

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 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 Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 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.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of

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the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- **.1** That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- **.2** That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- **.4** The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 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;
- **.5** The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- **.6** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 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

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may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 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:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

§ 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, or as follows:

§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price
§ 5.2.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;
.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and
.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

§ 5.2.2.2 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, or as follows:

§ 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.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker

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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.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[ ] Litigation in a court of competent jurisdiction.

[ ] Other: *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 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.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price
§ 7.2.1 Termination
§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.2.1.2 Termination by the Owner for Cause
§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;
.2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in

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the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 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:
(Name, address, email address, and other information)

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 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:

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

.2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit

.3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

.4 Building Information Modeling Exhibit, if completed:

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work

[ ] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed

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here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
BY: Newark Valley Central School District	
(Printed name and title)	*(Printed name and title)*

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AIA® Document A132® – 2019 Exhibit A

Insurance and Bonds

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

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

2023 Capital Project - Phase III
High School Air Conditioning
Newark Valley Central School District

SED
High School: 60-04-02-04-0-007-023

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

Newark Valley Central School District
68 Wilson Creek Road
Newark Valley, New York 13811

THE CONTRACTOR:
(Name, legal status, and address)

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

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

This document is intended to be used in conjunction with AIA Document A232™–2019, General Conditions of the Contract for Construction. Article 11 of A232™–2019 contains additional insurance provisions

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™–2019, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

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

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

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

Causes of Loss	Sub-Limit

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

Coverage	Sub-Limit

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

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

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

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure

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against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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

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

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

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

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

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

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

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

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

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

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

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

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the Owner as an Additional Insured on the contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

.1 The certificate of insurance must describe all services provided by the contractor (e.g., roofing, carpentry, plumbing, etc.) that are covered by the liability policies.

a. At the Owner's request, the contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the contractor will provide a copy of the policy endorsements and forms.

b. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.

c. No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.

d. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form– additional details must be provided in writing. Policy exclusions may not be accepted.

.2 The contractor agrees to indemnify the Owner and Architect for applicable deductibles and self-insured retentions.

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

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

.1 The policy naming the District as an Additional Insured shall:

a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State. A New York licensed and admitted insurer is required.

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b. State that the organization's coverage shall be primary and non-contributory coverage for the Owner, its Board, employees and volunteers including a waiver of subrogation in favor of the Owner for all coverages including Workers Compensation.

c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the Owner for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rest solely with the Owner. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million ($1,000,000.00) each occurrence, Two Million ($2,000,000.00) general aggregate, Three Million ($3,000,000.00) aggregate for products and completed operations hazard, One Hundred Thousand ($100,000.00) Fire Damage, and Ten Thousand ($10,000.00) Medical Expense, providing coverage for claims including:

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

.6 to be maintained for 2 years after final payment.

The general aggregate shall apply on a per-project basis.

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

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

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

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

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

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million ($1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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

.1 Commercial Umbrella:

a. For general construction and no work at elevation (1 story or 10 feet) and project values less than or equal to $1,000,000.00. Must follow Form and have minimum $5,000,000.00 each occurrence limits. Umbrella coverage must include as insureds all entities that are additional insured on CGL and a $5,000,000.00 per project aggregate. Umbrella coverage for such additional insureds shall apply before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverage maintained by the Contractor. In no event shall this coverage have a residential exclusion.

b. For high-risk construction, work at elevation (over 1 story or 10 feet) and project values greater than $1,000,000.00. Must follow Form and have minimum $10,000,000.00 each occurrence limits. Umbrella coverage must include as insureds all entities that are additional insured on CGL and a $10,000,000.00 per project aggregate. Umbrella coverage for such additional insureds shall apply before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverage maintained by the Contractor. In no event shall this coverage have a residential exclusion.

§ A.3.2.5 Workers' Compensation at statutory limits.

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

§ A.3.2.6 Employers' Liability with policy limits not less than One Million ($1,000,000.00) each accident, One Million ($1,000,000.00) each employee, and One Million ($1,000,000.00) policy limit.

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

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Two Million ($2,000,000.00) per claim and Two Million ($2,000,000.00) in the aggregate.

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

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million ($2,000,000.00) per claim and Four Million ($4,000,000.00) in the aggregate.

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

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

§ A.3.3 Contractor's Other Insurance Coverage

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

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] **§ A.3.3.2.1** If there is only one Contractor performing the Work on the Project, property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

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

[X] **§ A.3.3.2.3 Asbestos/Lead Abatement/Pollution Liability Insurance**, $2,000,000.00 per occurrence/$2,000,000.00 aggregate, including products and completed operations. Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract.

If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall maintain pollution liability broadened coverage (ISO Endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the Owner of the Certificate of Completion.

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

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

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[X] **§ A.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

.1 Owners Contractors Protective (OCP) Insurance

For projects less than or equal to $1,000,000.00 and/or work on 1 story (10 feet) only; $1,000,000.00 per occurrence, $2,000,000.00 aggregate with the Owner as the Named Insured.

For projects greater than $1,000,000.00 and/or work over 1 story (10 feet); $2,000,000.00 per occurrence, $4,000,000.00 aggregate with the Owner as the Named Insured.

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

The Owner will be the Named Insured on OCP Policies. There will be no Additional Insureds on any OCP Policies.

Coverage	**Limits**

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	**Penal Sum ($0.00)**
Payment Bond	100% Contract Sum
Performance Bond	100% Contract Sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

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AIA® Document A232® – 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

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

Newark Valley Central School District- Capital Project Phase III
68 Wilson Creek Road
Newark Valley , NY 13811

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

TamCo Management Group
1 Kattleville Rd, Suite 9
Binghamton, NY 13901

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

Newark Valley Central School District
68 Wilson Creek Road
Newark Valley, NY 13811

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

Keystone Associates Architects, Engineers and Surveyors, LLC
58 Exchange Street
Binghamton, NY 13901

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

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5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

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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11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

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

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and 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.

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

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

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§ 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.

§ 1.3 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 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.

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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.

§ 2.1.2 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 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

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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.

§ 2.3.6 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.

§ 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.

§ 2.5 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 ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to 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.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the 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.

§ 3.2.2 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

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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.

§ 3.2.3 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.

§ 3.3.2 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.

§ 3.4 Labor and Materials

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

§ 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 and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in

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tasks assigned to them.

§ 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.

§ 3.6 Taxes

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

§ 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.

§ 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

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 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.

§ 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.

§ 3.10 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.

§ 3.10.4 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.

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§ 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.

§ 3.12 Shop Drawings, Product Data, and Samples

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

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

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 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 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.

§ 3.12.6 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.

§ 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 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 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 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 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.

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§ 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 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.

§ 3.12.10.2 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.

§ 3.14 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.

§ 3.15 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

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The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, 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.

§ 4.1.2 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.

§ 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.

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§ 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.

§ 4.2.7 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 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 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.

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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 of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager 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.

§ 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.

§ 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 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.

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§ 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.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, 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.

§ 5.2.2 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.

§ 5.2.4 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

.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

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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.

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.

§ 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.

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§ 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 to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 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. 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, 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;
.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.

§ 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.

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§ 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.

§ 7.4 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.

§ 8.2 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.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, 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

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Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 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.

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

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's 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.

§ 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.

§ 9.3.2 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.

§ 9.3.3 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 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 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.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment

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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 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.

§ 9.6 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.

§ 9.6.2 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.

§ 9.6.3 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 Owner

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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 Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 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.

§ 9.8.2 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 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.

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§ 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 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.

§ 9.10.2 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.

§ 9.10.3 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

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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.

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.

§ 10.2 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.

§ 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.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 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.

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§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 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 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.

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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. 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 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.

§ 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-

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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 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.

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§ 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 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.

§ 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 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.

§ 13.2 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.

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§ 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 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.

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

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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

.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, 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

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suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of 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.

§ 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

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§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 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.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon 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.

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§ 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 by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 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.

§ 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.

§ 15.4.2 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.

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§ 15.4.3 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.

§ 15.4.4 Consolidation or Joinder

§ 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).

§ 15.4.4.2 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.

§ 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.

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SAMPLE INSURANCE REQUIREMENTS – CAPITAL CONSTRUCTION

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the District/BOCES as an Additional Insured on the contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

2. The policy naming the District as an Additional Insured shall:

    a. Be an insurance policy from an A.M. Best A- rated or better insurer, **licensed and admitted** to conduct business in New York State. A New York licensed and admitted insurer is **required.**

    b. State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers including a waiver of subrogation in favor of the District/BOCES for all coverages including Workers Compensation.

    c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District/BOCES for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rest solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.

3. a. The certificate of insurance must describe **all services** provided by the contractor (e.g., roofing, carpentry or plumbing) that are covered by the liability policies.

    b. At the District's/BOCES' request, the contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the contractor will provide a copy of the policy endorsements and forms.

    c. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.

    d. No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.

e. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form– additional details must be provided in writing. Policy exclusions may not be accepted.

4. The contractor agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.

5. Minimum Required Insurance:

a. **Commercial General Liability Insurance**
$1,000,000 per Occurrence/$2,000,000 Aggregate
$2,000,000 Products and Completed Operations
$1,000,000 Personal and Advertising Injury
$100,000 Fire Damage
$10,000 Medical Expense
The general aggregate shall apply on a per-project basis.

b. **Owners Contractors Protective (OCP) Insurance**
For projects less than or equal to $1,000,000 and/or work on 1 story (10 feet) only; $1,000,000 per occurrence, $2,000,000 aggregate with the District/BOCES as the Named Insured.

For projects greater than $1,000,000 and/or work over 1 story (10 feet); $2,000,000 per occurrence, $4,000,000 aggregate with the District/BOCES as the Named Insured.

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

The District/BOCES will be the Named Insured on OCP Policies. There will be no Additional Insureds on any OCP Policies.

c. **Automobile Liability**
$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

d. **Workers' Compensation and NYS Disability Insurance**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption

must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

e. **Builder's Risk**
Must be purchased and maintained by the Owner to include interest of the Owner, Contractor, Subcontractors and Sub subcontractors jointly. The limit must reflect the total completed value (all material and labor costs) and provide coverage for fire, lightning, explosion, extended coverage, vandalism, malicious mischief, windstorm, hail and/or flood. Coverage will remain in effect until the Owner is the only entity that has an insurable interest in the property.

f. **Umbrella/Excess Insurance**
$5,000,000 each Occurrence and Aggregate for general construction and no work at elevation (1 story or 10 feet) and project values less than or equal to $1,000,000.

$10,000,000 each Occurrence and Aggregate for high-risk construction, work at elevation (>1 story or 10 feet) and project values greater than $1,000,000.

Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.

6. Contractor acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District/BOCES. The contractor is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the District/BOCES to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District/BOCES.

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

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

ADDITIONAL REQUIREMENTS ASBESTOS, LEAD ABATEMENT AND/OR HAZARDOUS MATERIALS

Asbestos/Lead Abatement/Pollution Liability Insurance
$2,000,000 per occurrence/$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract.

If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall maintain pollution liability broadened coverage (ISO Endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the District/BOCES of the Certificate of Completion.

Testing Company Errors and Omission Insurance
$1,000,000 per occurrence/$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the Contract with the District/BOCES.

NOTICE TO PROCEED

Date:

Project: 2023 Capital Project - Phase III
Renovations and Addition
Newark Valley Central School District

Contract:

Architect's Project No.: 1823.24221.1.3

To:

Attn:

The above mentioned Contractor is hereby authorized to proceed with the above mentioned contract for 2023 Capital Project - Phase II, Renovations and Addition, as outlined in the Bidding Documents, dated _____, 2023, and amended by Addendum No. ___ dated _____, for the Total Amount of $_____.

The date of this notice shall serve as the CONTRACT DATE for this project. You are required under the terms of the bidding documents to start work within SEVEN (7) CALENDAR DAYS, which includes the submission of your insurance requirements and ordering of materials. Work shall not commence at the site until receipt of and approval of all insurance and bonds.

The following information must be submitted within SEVEN (7) CALENDAR DAYS from the receipt of this notice:

Performance Bond and Payment Bond
List of Subcontractors and Material Suppliers
Detailed Cost Breakdown (sq. ft. cost of each item)
Schedule of Values (broken down by labor and materials)
Submittal Schedule (using KA's submittal log)

Failure to comply with these requirements shall be cause to forfeit the Bid Security per Section 00 22 13, Item 1.10 - Article 9, 9.1.4, of the Specifications.

Please return one executed copy to this office, one to the Architect, and retain the other for your records.

ISSUED BY: _____
(OWNER NAME)

DATE: _____

ACCEPTED BY: _____
(CONTRACTOR NAME)

DATE: _____

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Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

SAMPLE

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

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§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

SAMPLE

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Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

SAMPLE

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User Notes: (1349015416)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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User Notes: (1349015416)

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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User Notes: (1349015416)

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

SAMPLE

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User Notes: (1349015416)

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:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	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						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Keystone Associates Architects, Engineers and Surveyors, LLC, Their Officers, Directors, Employees, Consultants are added as Additional Insureds on primary and non-contributing basis.

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

SAMPLE

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Supplemental Attachment for ACORD Certificate of Insurance 25

PROJECT: *(name and address)* Newark Valley Central School District-Capital Project Phase III 68 Wilson Creek Road Newark Valley , NY 13811	**CONTRACT INFORMATION:** Contract For: Date: 11-06-2025	**CERTIFICATE INFORMATION:** Producer: Insured: Date:
OWNER: *(name and address)* Newark Valley Central School District 68 Wilson Creek Road Newark Valley, NY 13811	**ARCHITECT:** *(name and address)* Keystone Associates Architects, Engineers and Surveyors, LLC 58 Exchange Street Binghamton, NY 13901	**CONTRACTOR:** *(name and address)*

A. General Liability		**Yes**	**No**	**N/A**
1.	Does this policy include coverage for:			
a	Damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person?	[ ]	[ ]	[ ]
b	Personal injury and advertising injury?	[ ]	[ ]	[ ]
c	Damages because of physical damage to or destruction of tangible property, including the loss of use of such property?	[ ]	[ ]	[ ]
d	Bodily injury or property damage arising out of completed operations?	[ ]	[ ]	[ ]
e	The Contractor's indemnity obligations included in the Contract Documents?	[ ]	[ ]	[ ]
2.	Does this policy contain an exclusion or restriction of coverage for:			
a	Claims by one insured against another insured, where the exclusion or restrictions is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim?	[ ]	[ ]	[ ]
b	Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor?	[ ]	[ ]	[ ]
c	Claims for bodily injury other than to employees of the insured?	[ ]	[ ]	[ ]
d	Claims for the Contractor's indemnity obligations included in the Contract Documents arising out of injury to employees of the insured?	[ ]	[ ]	[ ]
e	Claims for loss excluded under a prior work endorsement or other similar exclusionary language?	[ ]	[ ]	[ ]
f	Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language?	[ ]	[ ]	[ ]
g	Claims related to residential, multi-family, or other habitational projects?	[ ]	[ ]	[ ]
h	Claims related to roofing?	[ ]	[ ]	[ ]
i	Claims related to exterior insulation finish systems, synthetic stucco, or similar exterior coatings or surfaces?	[ ]	[ ]	[ ]
j	Claims related to earth subsistence or movement?	[ ]	[ ]	[ ]
k	Claims related to explosion, collapse, and underground hazards?	[ ]	[ ]	[ ]

B. Other Insurance Coverage		**Yes**	**No**	**N/A**
1.	Indicate whether the Contractor has the following insurance coverages and, if so, indicate the coverage limits for each.			
a	Professional liability insurance Coverage limits:	[ ]	[ ]	[ ]
b	Pollution liability insurance	[ ]	[ ]	[ ]

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User Notes: (690cbbd62267955a4f6784b3)

	Coverage limits:			
c	Insurance for maritime liability risks associated with the operation of a vessel	[ ]	[ ]	[ ]
	Coverage limits:			
d	Insurance for the use or operation of manned or unmanned aircraft	[ ]	[ ]	[ ]
	Coverage limits:			
e	Property insurance	[ ]	[ ]	[ ]
	Coverage limits:			
f	Railroad protective liability insurance	[ ]	[ ]	[ ]
	Coverage limits:			
g	Asbestos abatement liability insurance	[ ]	[ ]	[ ]
	Coverage limits:			
h	Insurance for physical damage to property while it is in storage and in transit to the construction site	[ ]	[ ]	[ ]
	Coverage limits:			
i	Other:	[ ]	[ ]	[ ]

_____

(Signature)

_____

(Printed name and title)

_____

Date

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) **Work Location of Insured (*Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy*)**	**1b. Business Telephone Number of Insured** **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Identification Number of Insured or Social Security Number**
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	**3a. Name of Insurance Carrier** ☐ **SELECTIVE INSURANCE COMPANY OF AMERICA** ☐ **SELECTIVE WAY INSURANCE COMPANY** ☐ **SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA** ☐ **SELECTIVE INSURANCE COMPANY OF NEW YORK** **3b. Policy Number of entity listed in box "a":** **3c. Policy effective period:** _____ **to** _____ **3d. The Proprietor, Partners or Executive Offices are:** ☐ **included.** **(Only check box if all partners/officers included)** ☐ **all excluded or certain partners/officers excluded.**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (**To use this form, New York (NY) must be listed under Item 3.A. on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) ***Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent or until the policy expiration date listed in box "3c", whichever is earlier.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____
(Signature) (Date)

Title: _____

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

Please Note: *Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are* ***NOT*** *authorized to issue it.*

SAMPLE

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

SAMPLE

REQUEST FOR INFORMATION

TO: _____ RFI NO.: _____

PROJECT: _____

_____ CONTRACT: _____

Contractor requests the following interpretation:

DRAWING NO./DETAIL: _____ SPEC. NO./PARA.: _____

REQUEST:

CONTRACTOR RECOMMENDATION *(the Contractor may provide a recommended solution)*:

Signature: _____ Date: _____

Contractor: _____

RECEIVER'S RECOMMENDATIONS:

SAMPLE

If the Contractor determines that the RFI answer changes the contract sum or time, the contractor is prohibited by A201, Article 7, from proceeding with that portion of the work without the proper change documentation.

PARTIAL WAIVER OF LIEN

Owner:

Project:

Contractor:

Requisition #:

Date of Requisition:

The undersigned Contractor for_____ ($_____) and other good and valuable consideration received by it hereby waives the release of liens or rights now existing for work, labor or materials furnished to the date of this requisition, with respect to the above designated project. The undersigned Contractor further covenants and agrees that it shall not in any way claim or file a mechanic's or lien against the premises of the above designated project, or any part thereof, or against any fund applicable thereto for any of the work, labor or materials heretofore furnished by it in connection with the improvement of said premises.

This lien waiver is executed and delivered simultaneous with or after payment of the labor performed and materials furnished to the date of the above requisition.

IN WITNESS WHEREOF, we have set our hand and seal this ____ day of _____, 20__.

By_____
(Authorized Signature and Title)

(Affix Corporate Seal)

SAMPLE

DOCUMENT 00 73 43

WAGE RATE REQUIREMENTS

PART 1 - PREVAILING WAGE RATES

A. Prospective bidders shall note that the applicable prevailing wage rates, as determined by the New York State Bureau of Public Works Labor Department, are applicable for all phases of the work on this project.

B. The PRC number is attached and can be used by all prospective bidders to see the appropriate wage rates for the project by following the link in the Prevailing Wage Schedule Links: View of Previously Requested Prevailing Wage Schedule using PRC#. The previously obtained PRC number is simply entered into this site to see all applicable wage rates for the specific project.

C. All prospective bidders shall adhere to this documentation when preparing their bids.

PART 2 - LABOR LAW 220-H - OSHA TRAINING

A. All laborers, workers, and mechanics working on a public works project valued at $250,000 or more must be certified as having successfully completed the OSHA 10-hour Construction Safety and Health Course. Only those people working under the Prevailing Wage Standards are required to have the training.

B. DOL requires contractors and subcontractors to attach a copy of proof of completion of the OSHA 10-hour course with the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.
   1. Proof of completion may include but not limited to:
      a. Copies of bona fide course completion card;
      b. Training roster, attendance record, or other documentation from the certified trainer pending the issuance of the card;
      c. Other valid proof (although, no example of other valid proof was offered).
   2. A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

END OF DOCUMENT

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Newark Valley Central School

Paul Bedford
58 Exchange Street
Binghamton NY 13811

Schedule Year	2025 through 2026
Date Requested	12/04/2025
PRC#	2025014683

Location	68 Wilson Creek Road
Project ID#	1823.24221.1.3
Project Type	Newark Valley 2023 Capital Project Phase III High School-Air Conditioning

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2025 through June 2026. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

SPECIFICATIONS GROUP

GENERAL REQUIREMENTS SUBGROUP

GENERAL REQUIREMENTS

DIVISION 01

SECTION 01 10 00

SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
1. Project Information
2. Work under Owner's separate contracts
3. Work Covered by Contract Documents
4. Schedule Adherence
5. Access to Site
6. Coordination with Occupants
7. Work Restrictions
8. Specification and Drawing Conventions
9. Key Contacts - Start-Up Documents
10. Communication and Response Time
11. Miscellaneous Provisions

B. Related Requirements:
1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
2. Section 01 50 01 “Uniform Safety Standards for School Construction”

1.3 PROJECT INFORMATION

A. Project Identification:
1. 2023 Capital Project - Phase III High School: Air Conditioning, Newark Valley Central School District.
2. Project Locations:
a. High School, 68 Wilson Creek Road, Newark Valley, New York 13811
SED#: 60-04-02-04-0-007-023

B. Owner: Newark Valley Central School District, District Office, 68 Wilson Creek Road, Newark Valley, New York 13811.
1. Owner’s Representative: Gary Hoskins, Director of Buildings and Grounds.

C. Architect: Keystone Associates, Architects, Engineers and Surveyors, LLC, 58 Exchange Street, Binghamton, New York 13901.
1. Architect’s Representative: Sara Domiano, Senior Designer.

D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Klepper Hahn & Hyatt, 5710 Commons Park Drive, East Syracuse, NY 13057
2. Engineered Solutions, 646 Plank Road #104, Clifton Park, N.Y. 12065

E. Construction Manager:
   1. Construction Manager Representative: Aaron Leach
      a. Construction Manager has been engaged for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for construction between Owner and General, HVAC, and Electrical Contractors, according to a separate contract between Owner and Construction Manager.
      b. Construction Manager also serves as Project coordinator for General, HVAC, and Electrical Contracts, as defined in Section 01 12 00 "Multiple Contract Summary."

F. Web-Based Project Software: Project software will be used for the purposes of managing communication and documents during the construction Phase.
   1. See Section 01 31 00 "Project Management and Coordination" for requirements for using web-based Project software.

1.4 WORK UNDER OWNER'S SEPARATE CONTRACTS

A. Work with Separate Contractors: Cooperate fully with Owner's separate contractors, 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 Owner's separate contracts.

B. Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with Work under this Contract.
   1. Controls Contract: Day Automation
      a. Provide all control and power cabling for their equipment
      b. Provide communication interface to mechanical equipment with factory installed controls.
      c. Provide valves, dampers, etc. for the mechanical contractor to install.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:
   1. 2023 Capital Project - Phase III High School: Air Conditioning, Newark Valley Central School District.

B. Type of Contract:
   1. Project will be constructed under coordinated, concurrent multiple contracts. See Section 01 12 00 "Multiple Contract Summary" for a list of multiple contracts, a description of work included under each of the multiple contracts, and the responsibilities of Project coordinator.

1.6 SCHEDULE ADHERENCE

A. Time is of the essence for all work related to this Project. Contractor is responsible for adherence to the Construction Schedule included in the contract documents.

B. Contractor is responsibility to schedule, supervise, and coordinate the necessary manpower, equipment, and materials required to complete their work in a timely manner acceptable to the Architect.

C. The Contractor shall provide adequate manpower to complete all sequences and phases of work on schedule. If, in the sole opinion of the Architect and Construction Manager, work is not progressing in a satisfactory and timely manner, the Contractor shall provide additional manpower or work overtime hours to re-establish schedule compliance. This shall be at no additional cost to the Owner.

D. The Owner, Architect, and Construction Manager reserve the right to adjust and/or modify any portion of the Construction Schedule or Sequence Plans at no additional cost to the Owner.

E. The Construction Schedule and Contractor's Schedule of Values shall serve as the basis for payment. Failure to comply with the requirements herein will result in a hold of payment until adherence is corrected. Continuous failure to comply may be construed as breach of contract and/or serve as a basis of contract termination.

1.7 ACCESS TO SITE

A. At the time of drop off and pick up of students in all schools, access to the sites by the Contractors, etc. will be interrupted. This interruption is to be expected and adhered to without consequence to the Owner.

1.8 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of certain areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
   1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
   2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

B. 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. 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.
   3. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.9 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. All work hours during non-school days shall be First Shift (7:00 a.m. to 2:30 p.m.). All work during school days shall be Second Shift (2:30 p.m. to midnight). Authorization for Contractors requiring work outside of these hours and on the major holidays will be given at the sole discretion of the Owner, and contractor must provide advanced request of at least 10 days. Contractor will be responsible for all Owner's staff costs associated with the work outside of the stated hours.
   1. The schedule may require Contractors to perform work other than the normal workday and in addition to the normal workday to meet milestones in the schedule requirements or to prevent interruption of the Owner's ongoing operations at no additional cost to the Owner.
   2. In the event that Owner makes arrangements to open a building at the request of Contractor and the Contractor does not appear at the designated time and location, the Contractor shall pay the Owner for all costs incurred relating to the opening of said building for Contractor.

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 for the Cooperative Purchasing Agreement Contracts, and Construction Manager for Asbestos Abatement, General, Window, Plumbing, HVAC, and Electrical Construction Contracts, not less than two days in advance of proposed disruptive operations.
   2. All disconnect and/or tie-in Work involving any utilities that would interfere with the ongoing operations of the Owner shall be completed on an after-hours basis. The performance of the Work shall be projected on the required schedules, and the Construction Manager are to be notified at least forty-eight (48) hours in advance of commencing this Work. All overtime and standby personnel necessary to complete these tie-ins shall be the responsibility of the Contractor performing the Work.

D. Contractor will be performing work near and in operating school facilities. All precautions are to be taken to minimize dust, dirt, debris, fumes, noise, vibrations, etc. Architect may request additional precautions which shall be immediately done at no additional cost to the Owner. There may be times when the construction work will be shut down or relocated due to the disruption of school operations. Contractor is to recognize this situation and will not be paid additional monies for minor shutdowns and relocations. The contractor must submit a "Means and Methods" plan to the Architect prior to the start of work.
   1. Contractor must exert utmost care and diligence when working in or near any existing building or site work which is to remain. The absence of protection around such items shall not excuse the Contractor from its responsibility to provide protection. Any damages to the existing building, site work or facilities shall be repaired and expensed to the responsible Contractor.

E. The surrounding School facilities are in full operation. Any work that may possibly disrupt the School facility must be approved in writing by the Architect or Construction Manager beforehand.

F. The buildings' existing security systems must be maintained operational at all times. Any damage to any security system will be the responsibility of the Contractor causing the damage, and daily charges will be accrued for safety personnel costs if the security system is not immediately repaired.

G. Controlled Substances - Use of tobacco, drugs, and other controlled substances on the Project site is strictly prohibited. Contractor, prior to the first pay application, shall certify an active random drug testing program is in use and shall forward the attached letter, found at the end of this Section, to the Architect. (Contractors and their Subcontractors are required to submit such certification.) Also, before any Contractor's or Subcontractor's employees are permitted on site, the Contractor shall ensure each employee has passed a recent screening and shall maintain such a listing with the Architect.

H. COVID-19 Protocols - Any and all employees, subcontractors' employees, vendors, suppliers, etc. shall adhere to all District COVID-19 protocol.

1.10 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. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.11 KEY CONTACTS - START-UP DOCUMENTS

A. All Project Start-Up Documents shall be submitted within 30 days of Contract Award (unless otherwise noted) and prior to the Contractor's first pay application. No payments shall be processed until all Start-Up Documents have been received to the satisfaction of the Architect.

B. Start-Up Documents shall be submitted as individual electronic PDF files, under a single electronic transmittal (email). The submitted individual Start-Up Document files shall be clearly outlined on the transmittal.

C. The Contractor's Key Contact List shall be provided with 10 days of Contract Award. The list shall include the Contractor's points of contact for project representation, on-site construction representation, start-up documents, submittals, financial/pay apps, project close-out, and others upon request. Provide email, office number, and cell number where applicable. Provide an additional point of contact for each responsibility.

1.12 COMMUNICATION AND RESPONSE TIME

A. Communication and Timely Responses are critical to the project and construction progress.

B. The Contractor shall provide an on-site and off-site contact person(s) that will be available to the Architect throughout the duration of the project.

C. The Contractor's Project Manager shall provide the Architect with a means of contact via office phone, cell phone, and email.

D. The Contractor shall provide phone number(s) and email for additional point(s) of contact in the event the Project Manager is not available.

E. Email correspondence from the Architect shall be responded to upon receipt whenever possible, but within one business day regardless.

F. The Contractor shall provide the Architect and Construction Manager with a 24/7 Contact Person and phone number in the event of an on-site emergency related to the construction. The designated individual shall be available before, during, and after the designated work hours.

G. Failure to comply with the requirements herein may result in a hold of payment and/or permanent dismissal of the Contractor's designated personnel from the project.

1.13 MISCELLANEOUS PROVISIONS

A. START AND COMPLETION OF WORK.

1. Special attention is called to the following relating to start of work and time of completion:
   a. It is imperative that Contractor take into consideration costs associated with expediting contracts, submittals, shop drawings, product approvals, deliveries, shift work, overtime, or any other related issue, to insure opening and operation of buildings in a manner sufficient to satisfy the Owner. This is not necessarily limited to, but includes temporary protection, closures and services.
   b. Contractor is advised that all costs for overtime and shift work are to be anticipated and carried in the Base Bid. No allowances will be made for overtime or shift work due to the lack of workers or equipment and material deliveries or improper project management of respective contractors.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 12 00

MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.

B. Specific requirements for Work of each contract are also indicated in individual Specification Sections and on Drawings.

C. Related Requirements:
   1. Section 01 10 00 "Summary" for the Work covered by the Contract Documents, restrictions on use of Project site, coordination with occupants, and work restrictions.
   2. Section 01 31 00 "Project Management and Coordination" for general coordination requirements.

1.3 PROJECT COORDINATOR

A. Project Coordinator shall be responsible for coordination between the General Construction Contract, HVAC Construction Contract, and Electrical Construction Contract.

B. Scheduling Consultant: Owner has retained the following scheduling consultant to coordinate the scheduling activities of the multiple contracts, to prepare overall project schedule, and to monitor and update project schedule periodically; each Contractor shall cooperate with and coordinate its scheduling activities with Owner's scheduling consultant:
   1. TamCo Management Group LLC.

1.4 PROJECT COORDINATOR RESPONSIBILITIES

A. Project Coordinator shall perform project coordination activities for the General Construction Contract, HVAC Construction Contract and Electrical Construction Contract, unless noted otherwise, including, but not limited to, the following:
   1. Provide typical overall coordination of the Work.
   2. Coordinate shared access to workspaces.
   3. Provide overall coordination of temporary facilities and controls.
   4. Coordinate, schedule, and approve interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services.
   5. Coordinate construction and operations of the Work with work performed by each contract.
   6. Coordinate sequencing and scheduling of the Work. Include the following:

a. Initial Coordination Meeting: At earliest possible date, arrange and conduct a meeting with contractors for sequencing and coordinating the Work; negotiate reasonable adjustments to schedules.
b. Prepare combined Contractors' Construction Schedule for entire project, including Cooperative Purchasing Agreement work. Base schedule on preliminary construction schedule. Secure time commitments for performing critical construction activities from contractors. Show activities of each contract on a separate sheet. Prepare a simplified summary sheet indicating combined construction activities of contracts.
    1. Submit schedules for approval.
    2. Distribute copies of approved schedules to contractors.

7. Provide photographic documentation.
8. Provide quality-assurance and quality-control services specified in Section 01 40 00 "Quality Requirements".
9. Coordinate sequence of activities to accommodate tests and inspections, and coordinate schedule of tests and inspections.
10. Provide information necessary to adjust, move, or relocate existing utility structures affected by construction.
11. Coordinate cutting and patching.
12. Coordinate protection of the Work.
13. Coordinate firestopping.
14. Coordinate completion of interrelated punch list items.
15. Coordinate preparation of Project Record Documents if information from more than one contractor is to be integrated with information from other contractors to form one combined record.
16. Print and submit Record Documents if installations by more than one contractor are indicated on the same Contract Drawing or Shop Drawing.
17. Collect record Specification Sections from contractors, collate Sections into numeric order, and submit complete set.
18. Coordinate preparation of operation and maintenance manuals if information from more than one contractor is to be integrated with information from other contractors to form one combined record.

1.5 GENERAL REQUIREMENTS OF CONTRACTS

A. Extent of Contract: Unless the Agreement contains a more specific description of the Work of each Contract, requirements indicated on Drawings and in Specification Sections determine which contract includes a specific element of Project.
    1. Unless noted otherwise, the work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
    2. Blocking, backing panels, sleeves, and metal fabrication supports for the work of each contract shall be the work of each contract for its own work.
    3. Furnishing of access panels for the work of each contract shall be the work of each contract for its own work. Installation of access panels shall be the work of each contract for its own work.
    4. Equipment pads for the work of each contract shall be the work of each contract for its own work.
    5. Roof-mounted equipment curbs for the work of each contract shall be the work of each contract for its own work and shall layout locations.

6. Painting for the work of each contract shall be the work of the General Construction Contract.
7. Cutting and Patching: Provided under each contract for its own.
8. Through-penetration firestopping for the work of each contract shall be the work of each contract for its own work.
9. Asbestos Certificates of Other Trades: Workers of Mechanical, Electrical or General Construction trades who perform incidental or emergency Work within active Abatement Work Areas, or who otherwise work in close physical proximity to either suspect or confirmed asbestos-containing or asbestos-contaminated materials, shall have "Asbestos Handler" or (at minimum) "Operations & Maintenance" (O&M) asbestos certificates issued by the NYSDOL and shall wear applicable respiratory and protective clothing while performing Work indicated herein. Use of "Allied Trades" certificates is not permitted on this Project.

B. Substitutions: Each contractor shall cooperate with other contractors involved to coordinate approved substitutions with remainder of the work.
   1. Project Coordinator shall coordinate substitutions.

C. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this section and Section 01 50 00 "Temporary Facilities and Controls", each contractor is responsible for the following:
   1. Installation, operation, maintenance, and removal of each temporary facility necessary for its own normal construction activity, and costs and use charges associated with each facility, except as otherwise provided for in this Section.
   2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
   3. Its own field office, complete with necessary furniture, utilities, and telephone service.
   4. Its own storage and fabrication sheds.
   5. Temporary enclosures for its own construction activities.
   6. Staging and scaffolding for its own construction activities.
   7. General hoisting facilities for its own construction activities.
   8. Waste disposal facilities, including collection and legal disposal of its own hazardous, dangerous, unsanitary, or other harmful waste materials.
   9. Progress cleaning of work areas affected by its operations on a daily basis.
   10. Secure lockup of its own tools, materials, and equipment.
   11. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.

1.6 STATE CONTRACT PURCHASING

A. Owner will award state contracts as follows:
   1. Day Automation:
      a. Controls Contract.

1.7 CONTRACT 1 - GENERAL CONSTRUCTION CONTRACT (GC)

A. Work of the General Construction Contract includes, but is not limited to, the following:
   1. Remaining work not identified as work under other contracts.
   2. Selective demolition.
   3. Structural work for other trades work. GC to cut openings and provide structural steel at openings.

4. Roof penetrations including blocking, flashings, instillation, curbs furnished by others, and roof patching as needed and as shown on drawings.
5. Interior finishes finish carpentry, interior specialties, casework, countertops.
6. All work shown on "S" & "A" drawings, unless noted otherwise.

B.

C. Temporary facilities and controls in the General Construction Contract include, but are not limited to, the following:
   1. Temporary facilities and controls that are not otherwise specifically assigned to the HVAC Construction Contract, and Electrical Construction Contract.
   2. Unpiped temporary toilet fixtures including disposable supplies.
   3. General waste disposal facilities.
   4. Pest control.
   5. Barricades, warning signs, and lights.
   6. Site enclosure fence at High School addition.
   7. Covered walkways.
   8. Security enclosure and lockup.
   9. Environmental protection.
   10. Maintenance and restoration of Owner's existing facilities used as temporary facilities.
   11. All OSHA and Safety Requirements.
   12. GC will install floor protections (utilizing "Ram-Board" with taped joints, or equivalent) for work areas and corridor access routes.
   13. Disposal of all waste generated by its own work. This includes:
      a. C&D debris.
      b. Universal waste (per governing regulations). "Universal Materials and Wastes", as applicable.
      c. Hazardous waste (per governing regulations).

1.8 CONTRACT 2 - HVAC CONSTRUCTION CONTRACT (HVAC, MC OR HC)

A. Work of the HVAC Construction Contract includes, but is not limited to, the following:
   1. All work related to low voltage wiring related to non-DDC control items such as VRF systems, unit heaters/thermostats, time clocks, etc., shall be provided by MC.
      a. All work related to low voltage wiring related to DDC system shall be provided by the DDC contractor through state contract (Day Automation).
   2. HVAC systems and equipment.
   3. HVAC testing, adjusting, and balancing.
   4. Install valves, dampers, etc. provided by Owner's Control Contractor (Day Automation).
   5. Provide interface controller for integration to controls communication interface provided by Owner's Control Contractor (Day Automation).
   6. All existing ceiling removal/replacement necessary to install new MC work will be by MC. Includes temporary supports for light fixtures, smoke detectors, etc.
   7. All new roof curbs to be supplied and assembled on roof by MC. GC to install wood blocking and curbs, and flash in curb. MC to provide layout of locations.
   8. Concrete housekeeping pads and floor slab patching for HVAC work by MC.
   9. VFD's, disconnects, motor starters, etc. furnished by MC and installed by EC, unless noted otherwise.

10. If new mechanical units are too large to fit through existing doorways the mechanical contractor will either disassemble equipment into sections or remove masonry to enlarge opening, then reconstruct to match (at no additional cost).
11. MC is responsible for making their own through wall and through floor duct and piping penetrations and associated patching/firestopping, unless noted otherwise.
12. Duct detectors furnished and wired by EC. Duct detectors installed by MC.
13. All work as shown on "M" drawings, unless noted otherwise.
14. All work in Division 23, unless noted otherwise.
15. Disposal of all waste generated by its own work. This includes:
    a. C&D debris.
    b. Universal waste (per governing regulations).
    c. Hazardous waste (per governing regulations).

B. Temporary facilities and controls in the HVAC Contract include, but are not limited to, the following:
1. All OSHA and Safety Requirements.

1.9 CONTRACT 3 - ELECTRICAL CONSTRUCTION CONTRACT (EC)

A. Work of the Electrical Construction Contract includes, but is not limited to, the following:
1. All power requirements unless noted otherwise.
2. Electrical connections to equipment furnished by the General Construction Contract and HVAC Construction Contract.
3. All existing ceiling removal/replacement necessary to install new electrical work.
4. VFD's, disconnects, motor starters, etc. which are furnished by MC, unless noted otherwise.
5. Wiring and connections of solenoid valves provided by PC.
6. Furnish and wire duct detectors. Install by MC.
7. All work shown on "E" drawings, unless noted otherwise.
8. All work in Division 26, 27, and 28, unless noted otherwise.
9. Disposal of all waste generated by its own work. This includes:
    a. C&D debris.
    b. Universal waste (per governing regulations).
    c. Hazardous waste (per governing regulations).

B. Temporary facilities and controls in the Electrical Contract include, but are not limited to, the following:
1. Electric power service and distribution.
2. Lighting, including site lighting.
3. Electrical connections to existing systems and temporary facilities and controls furnished by the General Construction Contract, Plumbing Construction Contract, and HVAC Construction Contract.
4. All OSHA and Safety Requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 21 00

ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:
   1. Field Directive Allowances.

C. Related Requirements:
   1. Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

A. Allowance is a quantity of work or dollar amount established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

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. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 FIELD DIRECTIVE ALLOWANCES

A. Use the field directive allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's related costs for products and equipment ordered by Owner under the field directive allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, equipment rental, and similar costs.

C. The Contractor's overhead and profit, including costs for bonds and insurance, Contractor's supervisory employees, general office expenses, small tools and similar costs, for these allowances shall be included in the values of the general requirements of contract sum and are not chargeable under allowance disbursement.

D. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.

E. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.7 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the 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, required maintenance materials, 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 markups.
   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 due to a change in the 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 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.

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

A. Field Directive Allowance:
   1. Contract No. 1 - General Construction Contract:
      a. Field Directive Allowance - The General Construction Contractor shall include in his Base Bid in the amount of Ten Thousand Dollars ($10,000.00) for the purpose of covering the costs of field directive work as directed by Architect.
   2. Contract No. 2 - Mechanical Construction Contract:
      a. Field Directive Allowance - The Mechanical Construction Contractor shall include in his Base Bid in the amount of Seventy-Five Thousand Dollars ($75,000.00) for the purpose of covering the costs of field directive work as directed by Architect.
   3. Contract No. 3 - Electrical Construction Contract:
      a. Field Directive Allowance - The Electrical Construction Contractor shall include in his Base Bid in the amount of Fifteen Thousand Dollars ($15,000.00) for the purpose of covering the costs of field directive work as directed by Architect.

END OF SECTION

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:
   1. Administrative and Procedural Requirements for Alternates

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
   1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
   2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate 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.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. CONTRACT NO. 1 – GENERAL CONSTRUCTION

1. ADD Alternate GC-1: Library Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all general construction work associated with removing existing mechanical equipment including ductwork, etc and providing new mechanical equipment including air handling unit, unit ventilator(s), split system(s), air cooled condensing units, ductwork, piping, insulation, testing & balancing, and all necessary appurtenances necessary for a fully functioning system, at the Library, as shown in the Contract Documents, is added to the Project.
2. ADD Alternate GC-2: Multi-Purpose Room Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all general construction work associated with removing existing mechanical equipment including ductwork, etc and providing new mechanical equipment including rooftop unit, ductwork, piping, insulation, testing & balancing, specialties, and all necessary appurtenances necessary for a fully functioning system, at the Multi-Purpose Room, as shown in the Contract Documents, is added to the Project.
3. ADD Alternate GC-3: Gymnasium Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all general construction work associated with removing existing mechanical equipment including ductwork, etc and providing new mechanical equipment including rooftop unit(s), ductwork, piping, insulation, testing & balancing, heat exchanger, pumps, specialties, and all necessary appurtenances necessary for a fully functioning system, at the Gymnasium, as shown in the Contract Documents, is added to the Project.
4. ADD Alternate GC-4: Technology Room Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all general construction work associated with removing existing mechanical equipment including ductwork, etc and providing new mechanical equipment including rooftop unit(s), ductwork, piping, insulation, testing & balancing, specialties, and all necessary appurtenances necessary for a fully functioning system at the Technology Room, as shown in the Contract Documents, is added to the Project.
5. ADD Alternate GC-5: Wellness H1109, Office H111, Psychologist Office H208, Phys Ed Offices H210 & H212 Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all general construction work associated with removing existing mechanical equipment including ductwork, etc and providing new mechanical equipment including PTAC(s), Unit Ventilator(s), ductwork, piping, insulation, testing & balancing, specialties, and all necessary appurtenances necessary for a fully functioning system at Wellness H1109, Office H111, Psychologist Office H208, Phys Ed Offices H210 & H212, as shown in the Contract Documents, is added to the Project.

B. CONTRACT NO. 2 - MECHANICAL CONSTRUCTION

1. ADD Alternate MC-1: Library Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all mechanical work associated with removing existing mechanical equipment including ductwork, etc and providing new mechanical equipment including air handling unit, unit ventilator(s), split system(s), air cooled condensing units, ductwork, piping,

insulation, testing & balancing, and all necessary appurtenances necessary for a fully functioning system, at the Library, as shown in the Contract Documents, is added to the Project.

2. ADD Alternate MC-2: Multi-Purpose Room Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all mechanical work associated with removing existing mechanical equipment and providing new mechanical equipment including rooftop unit, ductwork, piping, insulation, testing & balancing, specialties, and all necessary appurtenances necessary for a fully functioning system, at the Multi-Purpose Room, as shown in the Contract Documents, is added to the Project.
3. ADD Alternate MC-3: Gymnasium Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all mechanical work associated with removing existing mechanical equipment including ductwork, etc and providing new mechanical equipment including rooftop unit(s), ductwork, piping, insulation, testing & balancing, heat exchanger, pumps, specialties, and all necessary appurtenances necessary for a fully functioning system, at the Gymnasium, as shown in the Contract Documents, is added to the Project.
4. ADD Alternate MC-4: Technology Room Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all mechanical work associated with removing existing mechanical equipment including ductwork, etc and providing new mechanical equipment including rooftop unit(s), ductwork, piping, insulation, testing & balancing, specialties, and all necessary appurtenances necessary for a fully functioning system at the Technology Room, as shown in the Contract Documents, is added to the Project.
5. ADD Alternate MC-5: Wellness H1109, Office H111, Psychologist Office H208, Phys Ed Offices H210 & H212 Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all mechanical work associated with removing existing mechanical equipment including unit ventilators, fin tube, etc and providing new PTAC(s), Unit Ventilator(s), ductwork, piping, insulation, testing & balancing, specialties, and all necessary appurtenances necessary for a fully functioning system at Wellness H1109, Office H111, Psychologist Office H208, Phys Ed Offices H210 & H212, as shown in the Contract Documents, is added to the Project.

C. CONTRACT NO. 3 - ELECTRICAL CONSTRUCTION

1. ADD Alternate EC-1: Library Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all electrical work associated with removing existing mechanical equipment and providing new mechanical equipment at the Library, as shown in the Contract Documents, is added to the Project.
2. ADD Alternate EC-2: Multi-Purpose Room Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all electrical work associated with removing existing mechanical equipment and providing new mechanical equipment at the Multi-Purpose Room, as shown in the Contract Documents, is added to the Project.
3. ADD Alternate EC-3: Gymnasium Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all electrical work associated with removing existing mechanical equipment and providing new mechanical equipment at the Gymnasium, as shown in the Contract Documents, is added to the Project.
4. ADD Alternate EC-4: Miscellaneous Rooms Air Conditioning

a. Indicate on the Bid Form the amount to be added to the Base Bid if all electrical work associated with removing existing mechanical equipment and providing new mechanical equipment at the Miscellaneous Rooms, as shown in the Contract Documents, is added to the Project.

5. ADD Alternate EC-4: Technology Room Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all electrical work associated with removing existing mechanical equipment and providing new mechanical equipment at the Technology Room, as shown in the Contract Documents, is added to the Project.

D. CONTRACT NO. 4 – TEMPERATURE CONTROL CONSTRUCTION (STATE CONTRACT)

1. ADD Alternate TC-1: Library Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all temperature control work associated with removing existing mechanical equipment and providing new mechanical equipment, at the Library, as shown in the Contract Documents, is added to the Project.
2. ADD Alternate TC-2: Multi-Purpose Room Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all temperature control work associated with removing existing mechanical equipment and providing new mechanical equipment, at the Multi-Purpose Room, as shown in the Contract Documents, is added to the Project.
3. ADD Alternate TC-3: Gymnasium Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all temperature control work associated with removing existing mechanical equipment and providing new mechanical equipment, at the Gymnasium, as shown in the Contract Documents, is added to the Project.
4. ADD Alternate TC-4: Technology Room Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all temperature control work associated with removing existing mechanical equipment and providing new mechanical equipment at the Technology Room, as shown in the Contract Documents, is added to the Project.
5. ADD Alternate TC-5: Wellness H1109, Office H111, Psychologist Office H208, Phys Ed Offices H210 & H212 Air Conditioning
   a. Indicate on the Bid Form the amount to be added to the Base Bid if all temperature control work associated with removing existing mechanical equipment and providing new mechanical equipment at Wellness H1109, Office H111, Psychologist Office H208, Phys Ed Offices H210 & H212, as shown in the Contract Documents, is added to the Project.

END OF SECTION

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:
   1. Administrative and Procedural Requirements for Substitutions.

B. Related Requirements:
   1. Section 01 21 00 "Allowances" for products selected under an allowance.
   2. Section 01 23 00 "Alternates" for products selected under an alternate.
   3. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.

B. Equivalents requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.

C. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
   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 to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

A. Substitution Requests: The Architect will consider requests for substitution if received within 15 days after commencement of the Work. Requests received more than 15 days after commencement of the Work will be rejected at the discretion of the Architect.
   1. Substitution Request Form: Use form acceptable to Architect.
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.

b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitutions 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 as well as names and addresses of architects and owners.
h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project.
j. Detailed comparison of Contractor's construction schedule using proposed substitutions 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.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. The Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven 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 a 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.

1.7 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
   1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
      a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
      b. Substitution request is fully documented and properly submitted.
      c. Requested substitution will not adversely affect Contractor's construction schedule.
      d. Requested substitution has received necessary approvals of authorities having jurisdiction.
      e. Requested substitution is compatible with other portions of the Work.
      f. Requested substitution has been coordinated with other portions of the Work.
      g. Requested substitution provides specified warranty.
      h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
      i. The requested substitution offers the Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.

B. Substitutions for Convenience: Not allowed.

C. The Contractor’s submittal and the Architect’s acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval of a substitution.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:
   1. Section 01 25 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
   2. Section 01 31 00 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

1.3 MINOR CHANGES IN THE WORK

A. Architect will 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 or other documents as provided by the Architect.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests:
   1. Architect will issue; through Construction Manager, 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.
      a. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
      b. Within 15 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change. Only a Change Order or a Construction Change Directive authorizes Contractor to proceed with a proposed change.
         1. 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.
         2. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

3. Include costs of labor and supervision directly attributable to the change.
4. 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.
5. Quotation Form: Use forms to be provided by Construction Manager.

B. If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim 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 Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: form acceptable to Architect and Construction Manager.

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section 01 21 00 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G731CMa.

B. 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.

C. Field tickets are to be submitted to the Construction Manager’s Superintendent for verification of work performed. Contractor must obtain the written approval of the Superintendent for all field tickets. Field tickets without the Superintendent’s approval will not be processed.

D. 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.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G733CMa. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
   1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
   1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:
   1. Section 01 21 00 "Allowances" for procedural requirements governing the handling and processing of allowances.
   2. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
   3. Section 01 32 00 "Construction Schedules" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
   1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
   2. Submit within ten (10) days after award of contract the schedule of values through Construction Manager to Architect, at earliest possible date, but no later than thirty days before the date scheduled for submittal of initial Applications for Payment.
   3. Sub-schedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide sub-schedules showing values coordinated with each element.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
   1. Identification: Include the following Project identification on the schedule of values:
      a. Project name and location.
      b. Owner's name.

c. Owner's Project number.
d. SED Project Number
e. Name of Architect.
f. Architect's Project number.
g. Construction Manager
h. Contractor's name and address.
i. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.
3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
   a. Related Specification Section or division.
   b. Description of the Work.
   c. Name of subcontractor.
   d. Name of manufacturer or fabricator.
   e. Name of supplier.
   f. Change Orders (numbers) that affect value.
   g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
      1. Labor.
      2. Materials.
      3. Equipment.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five (5) percent of the Contract Sum.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and sore, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
   a. List each Allowance under the specific SED project number/building.
8. Purchase Contracts: Provide a separate line item in the schedule of values for each Purchase contract. Show line-item value of Purchase contract. Indicate Owner payments or deposits, if any, and balance to be paid by Contractor.
9. Overhead Costs, Proportional Distribution: Include total cost and proportionate share of general overhead and profit for each line item.
10. Temporary Facilities: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
11. Closeout Costs: Include separate line items under Contractor and principal subcontracts for Project closeout requirements.
12. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

13. Provide separate Schedule of Values for each NYSED Project Number on separate pages with subtotals for each.

C. Preparing Schedule of Values:
   1. Itemize separate line item cost for each of following general cost items
      a. Performance and Payment Bonds
      b. Project Insurance
      c. Mobilization (Total cost not to exceed 0.005% of total contract value)
      d. Demobilization
      e. Field Supervision (Total cost paid equally on a monthly basis based on duration of project)
      f. Surveys and Layout
      g. Temporary Facilities
      h. Project Meetings
      i. Project Safety
      j. Cleaning-Up (Daily) (Total cost paid equally on a monthly basis based on duration of project)
      k. Mock Ups and Samples
      l. Coordination Drawings
      m. Submittals and Shop Drawings
      n. Operations and Maintenance Manual (including construction record drawings)
      o. As-Built Drawings
      p. Testing & Commissioning
      q. Training
      r. 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.
      s. Warranties
      t. Punchlist
      u. Each Allowance associated with the Contract
      v. Each Alternate accepted
      w. Each Change Order as it is issued
         1. Show total costs including overhead and profit

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and Construction Manager and paid for by Owner.

B. Payment Application Times: The date for each progress payment is indicated in the Owner/Contractor Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
   1. Submit draft copy of Application for Payment seven (7) days prior to due date for review by Architect.

C. Application for Payment Forms: Use AIA Document G703 and AIA Document G732 forms for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Construction Manager will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
    a. List each Change Order under the specific SED project number/building.
4. For each item conducted under an allowance, list each item under its respective allowance under the specific SED project number/building.
5. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
    1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
    2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
    3. Provide summary documentation for stored materials indicating the following:
        a. Value of materials previously stored and remaining stored as of date of Previous applications for Payment.
        b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
        c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

F. Transmittal: Submit four (4) signed and notarized original copies of each Application for Payment; to Construction Manager by a method ensuring receipt. Three (3) copies shall include waivers of lien, certified payroll and similar attachments if required.
    1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
    1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
    2. When an application shows completion of an item, submit conditional final or full waivers.
    3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
    4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
    5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

H. Certified Payroll: Contractor and Subcontractors must maintain certified payrolls. Contractor shall provide such payrolls, with original certifications, to the Construction Manager with each Application for Payment and in accordance with the Prevailing Wage Schedule. Contractor shall submit using Department of Labor forms.

I. For contracts of $250,000 and more, all Contractors and Subcontractors must attach a copy of proof of completion of the OSHA 10 course to the first Certified Payroll submitted and on each succeeding payroll where any new or additional employee is first listed.

J. Initial Application for Payment: Administrative actions and submittals that must precede submittal of first Application for Payment include the following:
   1. List of subcontractors.
   2. Schedule of values.
   3. Contractor's construction schedule (preliminary if not final).
   4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
   5. Products list (preliminary if not final).
   6. Sustainable design action plans, including preliminary project materials cost data.
   7. Schedule of unit prices.
   8. Submittal schedule (preliminary if not final).
   9. List of Contractor's staff assignments.
   10. List of Contractor's principal consultants.
   11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
   12. Initial progress report.
   13. Report of preconstruction conference.

K. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
   1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
      a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 01 77 00 "Closeout Procedures".
   2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

L. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
   1. Evidence of completion of Project closeout requirements.
   2. Certification of completion of final punch list items.
   3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
   4. Updated final statement, accounting for final changes to the Contract Sum.
   5. AIA Document G706 “Contractor’s Affidavit of Payment of Debts and Claims”.
   6. AIA Document G706A “Contractor’s Affidavit of Release of Liens”.
   7. AIA Document G707 “Consent of Surety to Final Payment”.
   8. Evidence that claims have been settled.

9. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
10. Final liquidated damages settlement statement.
11. Proof that taxes, fees, and similar obligations are paid.
12. Waivers and releases.
13. 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.
    a. One (1) year written warranty.
    b. Current certificate of insurance to coincide with the warranty period.
    c. The required number of copies of all written guarantees, warranties, operating and maintenance manuals, and test results.
    d. Documentation that all verbal and written instructions and instruction sessions required by the Contract have been completed.
    e. The required number of copies of all Project Record Documents including "As-built" drawings, approved Shop Drawings and Product Data.
    f. All materials and equipment required as stock.
    g. Any other requirement of the Contract Documents which is outstanding.

1.6 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 a form to be provided by the 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 twenty-fifth day of each month.
   1. Draft copies (Digital Pencil Copy) shall typically be received by the 20th of each month for review and approval by the Construction 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 Construction Manager and the Architect/Engineer.

C. With permission of the Architect and 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 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 and photos for said material stored offsite at a particular location.

D. Billing for change work will only be authorized once the work is complete and an Allowance Authorization documents has been issued or a Change Order has been fully executed by all parties.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified 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. RFIs.
   4. Digital project management procedures.
   5. Project meetings.
   6. Other meetings.
   7. Department of Labor request.
   8. Personnel.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Requirements:
   1. Section 01 12 00 "Multiple Contract Summary" for a description of the division of work among separate contracts and responsibility for coordination activities not in this Section.
   2. Section 01 32 00 "Construction Schedules" for preparing and submitting Contractor's construction schedule.
   3. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
   4. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. BIM: Building Information Modeling.

B. RFI: Request for Information. Request from Owner, Construction Manager, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
   1. Name, address, telephone number, and email address 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 10 days of contract award, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities, list addresses, 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. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

B. Each contractor shall cooperate with Construction Manager, who shall coordinate its construction operations with those of other owner, contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its own operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
   1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and direction of construction manager to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of Contractor's construction schedule.
   2. Preparation of the schedule of values.
   3. Installation and removal of temporary facilities and controls.
   4. Delivery and processing of submittals.
   5. Progress meetings.
   6. Preinstallation conferences.
   7. Project closeout activities.
   8. Startup and adjustment of systems.

1.6 COORDINATION DRAWINGS

A. General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated 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 a 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 the 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 Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:
   1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, 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 plenums to accommodate layout of light fixtures and other components 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 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, switchboard, switchgear, transformer, busway, generator, and motor-control center locations.
    d. Location of pull boxes and junction boxes, dimensioned from column center lines.
8. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the 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 will so inform Contractor, who shall make suitable modifications and resubmit.
9. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 01 33 00 "Submittal Procedures".

C. Coordination Drawings: Prepare coordination drawings for all areas, by building, floor, area and/or phase, of the project. Close attention should be implemented where limited space availability necessitates maximum utilization of space for efficient installation of different components; in the following manner:
    1. Mechanical and Electrical Prime Contractors are responsible to prepare coordination drawings to a Scale of 1/4" = 1'-0" or larger; detailing major elements, components, and systems of mechanical and electrical equipment and materials in relationship with other systems, installations, and building components. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are of importance to the efficient flow of the Work, including but not limited to the following:
        a. Proposed locations of ductwork, piping, conduit, equipment, and materials.
        b. Clearances for installing and maintaining insulation.

c. Clearances for servicing and maintaining equipment, including tube removal, filter removal, and space for equipment disassembly required for periodic maintenance.
d. Equipment connection and support details.
e. Exterior wall and foundation penetrations.
f. Fire rated wall, floor, ceiling, and roof penetrations.
g. Sizes and location of required concrete pads and bases.
h. Valve stem movement.
i. Sleeves.

2. Indicate installations of air outlets and inlets, light fixtures, communication systems components, and other ceiling mounted items on the ceiling plane.
3. Prepare reflected ceiling plans to coordinate and integrate installations of air outlets and inlets, light fixtures, communication systems components, sprinkler, and other ceiling mounted items.
4. HVAC and Electrical Prime Contractors are to first submit their respective shop drawings for approval, to the Architect / Engineer, in order to make any necessary changes prior to going through the coordination process.
5. Coordination drawings to be signed off by affected Contractors within 45 days of Notice to Proceed. A Coordination drawing timeline schedule shall be developed and tracked.
6. The coordination drawings shall be coordinated with the construction & phasing schedule.
7. The routing process will begin with the HVAC Contractor who shall take the lead in the coordination of their work with all affected trades.
8. The HVAC Contractor shall prepare background drawings to be used as the basis for coordination drawings in all areas or as determined by the Architect and Construction Manager (Scale: 1/4" = 1'-0" or larger). These drawings shall be completed by a qualified HVAC draftsperson. All Architectural features shall be accounted for in preparation of this drawing; i.e., permanent, casework, interior columns, partitions, finish ceiling and height, lighting and roof elevations, etc. The HVAC Contractor will provide a black line drawing showing all of the approved ductwork. HVAC Contractor is to locate all piping with orange lines. Forward drawings to the Electrical Contractor.
9. The Electrical Contractor to indicate all lighting fixtures, panels with associated clearances, duct banks, bus duct, conduit racks and all individual conduits 1 1/2" and larger in with green lines, and resolve all conflicts and determine locations and elevations and forward to the General Construction Contractor.
10. The General Construction Contractor will have the last coordination review. Provide overlaid coordination drawings for all General Construction work and resolve all conflicts. All Architectural features shall be detailed clearly, i.e. permanent casework, interior columns, partitions, finish ceiling and roof elevations, etc. Provide a ceiling lay out detailed coordination drawing showing ceilings, lights, diffusers, etc.
11. Contractors to provide underground coordination drawings for all underground utilities; show exact location of piping stub ups, floor drains, etc. as required.
12. All Prime Contractors shall have the option to provide coordination drawings using a computer aided design (CAD) or similar software at no additional cost to the Owner. Prime Contractors shall be responsible for all costs associated with obtaining backgrounds from the Architect/Engineer.

13. All coordination meetings will be held in the Construction Managers field office. As each coordination drawing is completed, Contractors are to meet with the Construction Manager to review and resolve all conflicts on the coordination drawings. Contractors are required to distribute shop drawings, cut sheets & submittals to other Prime Contractors where appropriate. Approved coordination drawings will also be available for reviewing at the Construction Managers field office.
14. Once complete and signed off, the HVAC, Plumbing and Electrical Contractors will submit dimensioned wall and slab penetration drawings and housekeeping pad drawings to the appropriate parties.
15. All Prime Contractors must install the work in accordance with the coordinated drawings at no additional cost to the Owner. No additional compensation will be made for extra ductwork offsets, piping and/or conduit or retrofit work due to improper component location, or lack of Contractor(s) coordination.

D. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
   1. File Preparation Format:
      DWG operating in Microsoft Windows operating system.
   2. File Submittal Format: Submit or post coordination drawing files using PDF format.
   3. Architect will furnish Contractor base floor plan digital data file drawings for use in preparing coordination digital data files.
      a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
      b. Digital files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
      c. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
      d. Receiver shall not hold Architect/Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
      e. Receiver shall understand that even though Architect/Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
         1. Receiver shall not hold Architect/Engineer responsible for such viruses or their consequences, and shall hold Architect/Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.
      f. Digital Data Software Program: Drawings are available in ACAD 2022.
      g. Contractor shall execute a data licensing agreement in the form acceptable to Architect.

h. Upon request to the Architect, and at the Architect's sole discretion, Base Plan Drawings only may be provided to the Prime Contractor in electronic format.

1.7 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall contact Architect and/or Construction Manager to discuss issue. Only after discussion and direction by Architect, Contractor shall prepare and submit an RFI in the form specified. RFI's are intended to be used in a limited nature and not for every clarification or interpretation, etc.
   1. Architect/Construction Manager will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
   2. Coordinate and submit RFIs in a prompt manner 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. Owner name.
   3. Owner's Project number.
   4. SED Project Number.
   5. Name of Architect.
   6. Name of Construction Manager.
   7. Architect's Project number.
   8. Date.
   9. Name of Contractor.
   10. RFI number, numbered sequentially. Use prefix for contract.
   11. RFI subject.
   12. Specification Section number and title and related paragraphs, as appropriate.
   13. Drawing number and detail references, as appropriate.
   14. Field dimensions and conditions, as appropriate.
   15. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   16. Contractor's signature.
   17. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation, in PDF Format.
      a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Form bound in Project Manual.
   1. Attachments shall be electronic files in PDF format.

D. Architect's and Construction Manager's Action: Architect through Construction Manager will review each RFI, determine action required, and respond. Allow three 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 by Architect or Construction Manager 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 Section 01 26 00 "Contract Modification Procedures".
    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Construction Manager to Architect, in writing within five days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly**.**
1. Project name.
2. Name and address of Contractor.
3. Name and address of Construction Manager and Architect.
4. RFI number, including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's and Construction Manager's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

F. On receipt of Architect's and Construction Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Construction Manager, within three (3) days if Contractor disagrees with response.

1.8 DIGITAL PROJECT MANAGEMENT PROCEDURES

A. Architect's Data Files Not Available: Architect will not provide Architect's BIM model or CAD drawings digital data files for Contractor's use during construction.

B. Construction Manager’s and Architect’s Project Management Tools will be Autodesk. Prime Contractors and Architect will receive a no-cost electronic invitation to participate as “external members”, and will be able to send and review Submittals, RFIs, and other documents.

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 Autodesk to submit their 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 seven 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.

F. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
   1. Assemble complete submittal package into a single indexed file, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
   2. Name file with submittal number or other unique identifier, including revision identifier.
   3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.9 PROJECT MEETINGS

A. Preconstruction Conference: Construction Manager will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
   1. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants (when required); Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
   2. Agenda: Discuss items of significance that could affect progress, which may include the following:
      a. Responsibilities and personnel assignments.
      b. Tentative construction schedule.
      c. Phasing.
      d. Critical work sequencing and long lead items.
      e. Designation of key personnel and their duties.
      f. Lines of communications.
      g. Use of web-based Project software.
      h. Procedures for processing field decisions and Change Orders.
      i. Procedures for RFIs.
      j. Procedures for testing and inspecting.
      k. Procedures for processing Applications for Payment.
      l. Distribution of the Contract Documents.
      m. Submittal procedures.
      n. Sustainable design requirements.
      o. Preparation of Record Documents.
      p. Use of the premises and existing building.
      q. Work restrictions.

r. Working hours.
s. Owner's occupancy requirements.
t. Responsibility for temporary facilities and controls.
u. Procedures for moisture and mold control.
v. Procedures for disruptions and shutdowns.
w. Construction waste management and recycling.
x. Parking availability.
y. Office, work, and storage areas.
z. Equipment deliveries and priorities.
aa. First aid.
bb. Security.
cc. Progress cleaning.
dd. Contractor to submit:
    a. List of major Subcontractors and Suppliers.
    b. Tentative procurement and construction schedule.
    c. Staff names.
    d. Preliminary Submittal Schedule.
    e. Labor Rate Sheet: Provide for each trade classification of Prime Contract workforce on form per Section 00 60 000 "Project Forms."

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

B. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect and Construction Manager 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 mockups.
    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. Construction Manager: Record significant conference discussions, agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within five (5) days of the meeting.
   a. Do not proceed with installation if Conference is successfully concluded. Construction Manger shall initiate required actions to resolve impediments to performance of Work and reconvene the Conference at the earliest date feasible.
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.

C. Project Closeout Conference: Construction Manager will schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 60 days prior to the scheduled date of Substantial Completion.
   1. Conduct the conference to review requirements and responsibilities related to Project closeout.
   2. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
   3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
      a. Preparation of Record Documents.
      b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
      c. Procedures for completing and archiving web-based Project software site data files.
      d. Submittal of written warranties.
      e. Requirements for completing sustainable design documentation.
      f. Requirements for preparing operations and maintenance data.
      g. Requirements for delivery of material samples, attic stock, and spare parts.
      h. Requirements for demonstration and training.
      i. Preparation of Contractor's punch list.
      j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
      k. Submittal procedures.
      l. Coordination of separate contracts.
      m. Owner's partial occupancy requirements.
      n. Installation of Owner's furniture, fixtures, and equipment.

o. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

D. Progress Meetings: Construction Manager will conduct regularly scheduled progress meetings.

1. Schedule for regular weekly Foreman Meetings will be setup at the Pre-Construction Meeting.
2. Schedule for regular weekly/biweekly Project Manager and Architect Meetings will be setup at the Pre-Construction Meeting.
3. Attendees: In addition to representatives of Owner, 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.
4. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. 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) Contractors shall provide two/three week look ahead schedules minimum 24 hours before meeting to Architect and Construction Manager to be reviewed in conjunction with the project master schedule.
    b. Review present and future needs of each entity present, including the following:
        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Deliveries.
        5) Off-site fabrication.
        6) Access.
        7) Site use.
        8) Temporary facilities and controls.
        9) Progress cleaning.
        10) Quality and work standards.
        11) Status of correction of deficient items.
        12) Field observations.
        13) Status of RFIs.
        14) Status of Proposal Requests.
        15) Pending changes.
        16) Status of Change Orders.
        17) Pending claims and disputes.
        18) Documentation of information for payment requests.

5. Contractors are required to attend Progress Meetings: Unexcused absences from Progress Meetings will result in a deduct Change Order in the amount of $150.00 for each absence. Meeting attendees shall have the authority to make decisions on behalf of the firm they represent.
6. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
    a. Schedule Updating: Contractor shall revise construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

E. Combined Meetings
1. On occasion, all contractors will be required to meet together to discuss schedule and project status. This shall be determined by the Owner, Architect and Construction Manager.
2. All contractors shall be required to attend a monthly schedule meeting.

F. OTHER MEETINGS
1. Pre-demolition Conference.
2. Coordination Drawing Meetings.
3. Project Success Planning Meetings.

1.10 DEPARTMENT OF LABOR OVERTIME REQUEST

A. Each Contractor requiring to work overtime of weekends shall fill out the DOL overtime request form available online and forwarded to the Construction Manager along with DOL's response prior to the start of any onsite work. Contractors will not be allowed to work Weekends or after hours unless the DOL has been properly notified.

1.11 PERSONNEL

A. Supervision: Each Prime Contractor's project manager and field superintendent throughout project duration shall have five (5) years experience minimum in the proposed position.
1. Two (2) years minimum of the five (5) years experience for position shall be with Prime Contractor's firm.

B. Should in the opinion of the Construction Manager, Architect or Owner, the project manager, superintendent or other Contractor's employees or subcontractor personnel prove unqualified for their position at any point in the project, the Construction manager shall issue a letter stating that the person is to be removed from involvement in the project.
1. Action must be made by Prime Contractor within seven working days of receipt of such letter.

C. Staff Names: At Preconstruction conference each Prime Contractor shall submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities. List business addresses and telephone numbers, including business office, field office, cellular, and

facsimile. Each prime contractor shall submit a list of emergency contact names and phone numbers.

1. Post copies in Project meeting room, each temporary field office and at each temporary telephone. Provide corresponding identification badge number for each staff listed.

1.12 Contractor shall provide copies of its daily construction reports to the Construction Manager or any other individual so identified by Owner for such purpose. Unless otherwise specified, these reports shall be submitted no later than 10:00 am the following workday. The daily reports shall be for Construction Managers and Architect information and provide detailed information as required by the Construction Manager and Architect concerning the Contractors activities and operations only. If a "Daily Construction" form is provided by Construction Manager for purposes of compliance with this sections, in such event this form shall be used by Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 00

CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section addresses the requirements of construction schedules.

1.3 DESCRIPTION

A. All Prime Contractors are required to submit a schedule to the Construction Manager for review and comments no later than ten (10) days after Notice to Proceed for the Work is issued.

B. Each Prime Contractor shall prepare an Overall Project Schedule for the project. All schedules submitted must be neat, legible, and reproducible. Contractors Overall Project Schedule shall be submitted on a full size print and in electronic format. Schedules are subject to the review and acceptance of Construction Manager.

C. Construction Manager shall approve or request modification of schedule submittals and work with the Contractor to achieve overall project goals. Construction Manager will establish and update a master project schedule based upon approved schedule submittals.

D. Each Prime Contractor is to review the approved schedule throughout the project 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 the Construction Manager.

E. Two / Three-week look ahead schedules shall be prepared weekly / biweekly by each Prime Contractor and shall correlate with the overall Project Schedule. These plans are to be submitted to the Construction Manager two (2) working days prior to the scheduled site progress meetings. Two / Three-week look ahead schedules shall be submitted on contractor's own forms subject to Construction Manager's review and approval. Construction Manager will review these plans and publish same, as approved, to other Prime Contractors.

F. Contractors shall provide a Recovery Schedule as requested by the Construction Manager and provide all labor force necessary, including overtime, to recover any lost time in the Schedule.

1.4 PROJECT SCHEDULE DESCRIPTIONS

A. Each Prime Contractor's initial Overall Project Schedule shall be based upon and respond to overall project objectives and information available to the Contractor through direct observation, research and examination of project documents, and discussions with Construction Manager. This initial schedule shall be submitted within ten (10) days of

Notice to Proceed. Each Prime Contractor shall 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 Construction Manager. Points of interface between Subcontractors and other Prime Contractors, prerequisite work, durations, milestones and overall project objectives shall be detailed. Once approved by Construction Manager, the schedule shall be considered the Master Project Schedule, signed off by all trades, and will be updated bi- weekly by the Construction Manager.

B. Construction Manager's Master Project Schedule will be based upon project objectives and each Prime Contractors' approved schedules as described above. Weekly reviews of the Master Schedule will be held with the Prime Contractor's throughout the duration of the project. Each Prime Contractor shall participate in developing, implementing, updating and maintaining the master schedule. In addition each Prime Contractor is to review the approved Project Schedule and attempt to identify conflicts with other trades. Conflicts, or any problem that may affect overall project goals, shall be immediately brought to the attention of Construction Manager.

C. Integrate delivery dates of critical items of materials and equipment into the schedule. Each Prime Contractor shall keep the Construction Manager apprised of the status of shipping dates, shipments and deliveries throughout the project. Each Prime Contractor shall communicate with suppliers as necessary to assure compliance and shall be responsible for notifying the Construction Manager of changes in delivery dates, which affect the progress of the project. Contractors must take all steps to ensure that materials are delivered to the project when required by the schedule. All costs associated with material delays shall be borne by the Contractor responsible for the delay.

D. All Contractors shall cooperate with each other in the installation and construction of each Contractor's work and in such manner as the Owner or Construction Manager may direct. All Contractors shall control and coordinate the work of their subcontractors. The Owner or Construction Manager may request the modification of the work schedules of individual contractors so the whole project progresses as one unit. The award of more than one Contract for the Project requires sequential or otherwise interrelated contractor operations, and may involve delays in the progress of any individual Contractor's work. Accordingly, the Owner and/or the Construction Manager cannot guarantee the unimpeded operations of any Contractor. Each Contractor acknowledges these conditions caused by the presence or operations of other Contractors engaged upon the Project.

E. Contractor understands that time is of the essence and will provide sufficient manpower to successfully complete the contract work in accordance with the Project Schedule. A shortage of labor in the industry shall not be accepted as an excuse for not properly manning the project.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Submittal schedule requirements.
   2. Administrative and procedural requirements for submittals.
   3. Contractor Specific Submittal Register.

B. Related Requirements:
   1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
   2. Section 01 31 00 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
   3. Section 01 40 00 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
   4. Section 01 77 00 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
   5. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
   6. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
   7. Section 01 79 00 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals".

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals".

1.4 SUBMITTAL SCHEDULE

A. Submittal Schedule: Each Prime Contractor shall submit, as an action submittal, a list of submittals based on submittal log provided by the Architect, 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, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 30 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal Category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's and Construction Manager's final release or approval.
    g. Scheduled dates for purchasing.
    h. Scheduled date of fabrication.
    i. Scheduled dates for installation.
    j. Activity or event number.

1.5 SUBMITTAL FORMATS

A. Submittal Information: Cover sheet shall be provided by Architect and shall include some or all of the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Contractor.
5. Names of subcontractor, manufacturer, and supplier.
6. Unique submittal number (provided by Architect), including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
7. Category and type of submittal.
8. Submittal purpose and description.
9. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
10. Drawing number and detail references, as appropriate.
11. Indication of full or partial submittal.
12. Location(s) where product is to be installed, as appropriate.
13. Other necessary identification.
14. Remarks.
15. Signature of transmitter.

B. Options: Identify options requiring selection by Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect and Construction Manager on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Paper Submittals:
   1. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
   2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect and Construction Manager.
   3. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect, through Construction Manager, will return two (2) copies.
   4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect and Construction Manager will not return copies.
   5. Additional Copies: Unless additional copies are required for final submittal, and unless Architect or Construction Manager observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
   6. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using AIA Document G810, facsimile of sample form included in Project Manual transmittal form.

E. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number provided by Architect.

F. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files or other format indicated by Project management software.

1.6 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
   1. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
   2. Paper: Prepare submittals in paper form and deliver to Architect.
      a. Paper submittals will be reviewed, take action, scan, and return submittals electronically.

B. Schedule all submittals to be completed within 60 days after Contract execution unless otherwise specified. Indicate items requiring more than 60 days with an explanation for the additional time and on what dates they will be submitted. The dates indicated for each submittal shall take into account the lead-time required for ordering and fabricating of the various items. It is the Contractor’s responsibility to expedite submittals / product data as required to maintain the Construction Master Schedule.

C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
   3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
   4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, 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.

D. Processing Time: 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. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
   2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
   3. Resubmittal Review: Allow 15 days for review of each resubmittal.
   4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.

E. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
   1. Note date and content of previous submittal.
   2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
   3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

F. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

G. 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.

1.7 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
   1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
    a. Wiring diagrams that show factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.
    g. Seal and signature of professional engineer if specified.
2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
    a. One opaque (bond) copy of each submittal. Construction Manager will return one copy electronically.

C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    a. Project name and submittal number.
    b. Generic description of Sample.
    c. Product name and name of manufacturer.
    d. Sample source.
    e. Number and title of applicable Specification Section.
    f. Specification paragraph number and generic name of each item.

3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
4. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
5. Paper Transmittal: Include paper transmittal, including complete submittal information indicated.
6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
7. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
    a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Construction Manager for Asbestos Abatement, General, Plumbing, HVAC, and Electrical Contracts, will return submittal with options selected.
8. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    a. Number of Samples: Submit four sets of Samples. Architect and Construction Manager will retain two sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
        1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
        2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
    1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
    2. Manufacturer and product name, and model number if applicable.
    3. Number and name of room or space.
    4. Location within room or space.

E. 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.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:
   1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
   2. 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.
   3. 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.
   4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
   5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
   6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:
   1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
   2. 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.
   3. 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.
   4. 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.
   5. 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.

6. 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:
    a. Name of evaluation organization.
    b. Date of evaluation.
    c. Time period when report is in effect.
    d. Product and manufacturers' names.
    e. Description of product.
    f. Test procedures and results.
    g. Limitations of use.

1.8 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
    1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
    1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.9 CONTRACTOR'S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Contractor's Approval: Indicate Contractor's approval for each submittal with **a** uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
    1. Architect and Construction Manager will not review submittals received from Contractor that do not have Contractor's review and approval.

1.10 ARCHITECT'S REVIEW

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
    1. Final Unrestricted Release: When the Architect marks a submittal "Approved", the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.

2. Final-But-Restricted Release: When the Architect marks a submittal "Approved as Corrected", the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
3. Partial Release: When the Architect marks a submittal "Approved as Corrected/Partial Resubmittal Required (See Attached Comment Sheet)", do not proceed with work covered by the "Approved" portion of the submittal until the whole submittal has been approved. A resubmittal of a portion of the submittal shall be resubmitted for review by the Architect.
4. Rejected: When the Architect marks a submittal "Rejected", do not proceed with work covered by this submittal including purchasing, fabrication, delivery or other activity. Prepare a new submittal with new product to obtain approval (revision of previous submittal product is unacceptable).
5. Returned for Re-submittal: When the Architect marks a submittal "Not Approved/Revise and Resubmit", do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
    a. Do not use, or allow others to use, submittals marked "Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.
6. Not Required: When the Architect marks a submittal "Not Reviewed/Not a Required Submittal", the Contractor was not required to send in submittal for review.
7. No Action Taken: Where a submittal is for information or record purposes or special processing or other activity, the Architect will return the submittal marked "No Action Taken".

B. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
C. Architect will discard submittals received from sources other than Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 34 10

CONTRACTOR USE OF PREMISES

PART 1 - GENERAL

A. DESCRIPTION

1. Contractor shall comply with Owner occupancy, public use, and phasing requirements.
2. Contractor shall limit his use of the premises for work and for storage, to allow for:
   a. Work by other Contractors
   b. Owner occupancy
   c. Public use
3. Contractor shall limit their operations including storage of materials and prefabrication to areas within the Contract Limit Lines unless otherwise permitted by the Construction Manager at the Owner's option.
4. Contractor shall coordinate the use of premises with the Owner and Construction Manager and shall move, at his own expense, any stored products under Contractor's control, including excavated material, which interfere with operations of the Owner or separate contractors.
5. Contractor shall obtain and pay for the use of additional storage or work areas needed for operations.
6. Contractor shall assume full responsibility for the protection and safekeeping of Products under this Contract stored on the site and shall cooperate with the Construction Manager to ensure security for the Owner's property.
7. The contractors shall take all measures necessary to protect the existing landscaping in and around the construction site. No alterations of any kind to trees scheduled to remain will be permitted.
8. In the utilization of ground area, each Contractor shall protect pavement, curbs, walks, structures, and other permanent components that are designated to remain and shall maintain such protection. Any damage to the area used shall be repaired and/or restored to previous condition by the responsible contractor.
9. Each Contractor and their Subcontractors, material suppliers and fabricators shall provide full and free access for the Owner's Representative, Consultants and/or other designated representatives of the Owner to inspect job materials, equipment, fabrication facilities and storage locations, both at and away from the job site.
10. Work in Owner occupied spaces shall be restricted to essential activities. Such activities shall be scheduled in advance with the Construction Manager and Owner.

B. AREA AVAILABLE FOR CONTRACTOR'S USE

1. The Contractor shall confine its operations to those portions of the Owner's property, and to the right-of-ways or easements, temporary or permanent, acquired or designated for the work of the Contract as shown on the Drawings.
2. Private property adjacent the site shall not be entered upon or used by the Contractor for any purpose without the written consent of the Owner thereof. A

copy of such consent shall be filed with the Construction Manager prior to the start of work.

3. Only project managers and field superintendents will be permitted to park within the construction fence.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 34 20

SITE CONDITIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including modified General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the site condition requirements without limiting the generality implied by the Specifications and Drawings. Refer to Section 01 10 00 and Section 01 12 00 for summary / scope of work.

1.3 PRE-BID INSPECTION & EXAMINATION

A. The Contractor warrants and represents that prior to submitting his Bid, that they are satisfied as to the location and nature of the work and the quantity, quality, type and nature of both surface and subsurface structures and materials likely to be encountered.

1.4 PROTECTION OF EXISTING STRUCTURES

A. The Contractor shall at all times have onsite, suitable and sufficient plant and materials to adequately protect, support and sustain any and all existing structures and facilities, whether above or below ground, and shall use same as may be necessary or required to protect, support and sustain any and all such structures as may become weakened, endangered, undermined, or uncovered.

B. The Contractor shall, at its own expense, support and sustain in their places and protect from direct or indirect damage all water, gas, steam, air or other mains or pipes, sanitary and storm water sewers and drains, conduits, subways, service connections, buildings, poles, wires, fences, pavements, sidewalks, curbs, railways, trees and other structures and property and appurtenances thereto on or in the vicinity of the site, and shall assume all liability for damage thereto, including damage arising out of settlement or lateral movement of walls of excavations, whether occurring during performance of the work or the 12-month period of guarantee.

C. In the event of damage or danger to any structure or facility, the Contractor shall immediately notify the Construction Manager, and shall promptly repair or protect the structure, at its own expense, as the Construction Manager may direct.

1.5 EXISTING STRUCTURES BELOW GROUND

A. The Contract Drawings show the location and character of certain existing subsurface structures and facilities likely to be encountered in excavations or located in such proximity to the work as to require precautions for their protection. The sizes, materials, locations and depths shown are only approximate, and the Contractor shall satisfy itself as to the accuracy and completeness of such information. The Contractor shall not be relieved from any of its obligations, nor be entitled to claim for damages or additional compensations, sustained or arising out of inadequacy or inaccuracy of the information given.

1.6 ABANDONED STRUCTURES

A. Any structures, facilities or appurtenances therefore which are abandoned or become so by reason of the work, shall, at the Contractor's expense, be broken up and filled with approved material, if directed by the Construction Manager.

1.7 LATENT SUB-SURFACE CONDITIONS

A. In the event that latent sub-surface conditions are found to materially differ from those on which the plans and Specifications are based, the Contractor shall immediately notify the Construction Manager before they are disturbed. After prompt investigation, the Architect/Engineer will determine what changes, if any, should be made in the Plans and Specifications because of the revealed conditions, and shall advise the Construction Manager.

1.8 ADJUSTMENT OR CHANGES OF EXISTING STRUCTURES

A. If an underground pipe or other structure requires realignment or relocation not included in the Plans or Specifications, the Architect will issue a clarification and the Construction Manager will issue a Change Order for such work, and the Contractor shall be compensated. The Contractor shall strip or uncover and support or sustain the structure at its own expense prior to such Change Order, as part of its work under the original Contract, and shall not be entitled to claim for damage or delay due to its presence or discovery.

B. Wherever existing utilities comes within limits of the work; the Contractor shall notify both the Construction Manager and the Utility before in any way disturbing it. Any work of realignment, relocation, removal or extension of the utilities shall be done as mutually agreed by the Utility, the Contractor and the Architect. The Contractor shall maintain satisfactory drainage of the excavation at all times from revelation of the structure until completion of its realignment or readjustment. Interruption of service by utilities shall be kept to a minimum. Prior to interruption, Contractor to notify Owner/Construction Manager of precise condition, and provide a brief event schedule outlining procedures and anticipated times of delays.

C. The Contractor shall not cause nor permit interference with or hindrance to any municipal department, individual, public service corporation, or other company in protecting its structures and facilities, nor in removing, replacing or relocating it.

1.9 NOTIFICATION OF OTHER PARTIES

A. In addition to notices to Utilities and others required elsewhere herein, the Contractor shall give written notice of its proposed construction operations to the owner of all public and private utilities at least seven days in advance of breaking ground in any area in which a utility is located. Copies of each such notice shall be simultaneously sent to the Construction Manager.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 34 30

PROJECT PROCEDURES FOR RENOVATIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including modified General Conditions and other Division 01 Specification Sections, apply to this section.

B. Specification Section 01 51 00 – Temporary Facilities

1.2 SUMMARY

A. This Section includes the requirements for the project procedures during renovations and phased construction.

1.3 MAINTENANCE OF BUILDING CIRCULATION AND EXITS

A. Contractor shall maintain circulation corridors, exits and stairs in all building areas occupied by Owner or Public. The existing buildings will remain operational and open to the public during portions of the work.

B. Where temporary emergency egress from Owner occupied areas through construction areas are required; those areas shall be adequately protected to ensure the safety of occupants through the construction areas. This would include but not 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.

C. 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 Owner 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 manner to allow egress outward from the building, but upon closing of the door prevent unauthorized entry into the building. Contractors shall anticipate that these barriers and protective items will need to be modified and adjusted during the course of construction and shall include these changes as part of their Base Bid.

D. All Contractors shall cooperate with the Owner 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 locked all the times to prevent unauthorized entry into the construction area or into the Owner's occupied areas. The Contractor shall not admit entrance into the existing facility or the construction area any person not associated with the construction project. All patrons, staff and visitors shall enter the building through designated entrances as established by Owner and/or Construction Manager. All construction personnel shall enter the construction area and/or the existing facility at entrances designated by the Construction Manager.

1.4 TEMPORARY CONTAINMENT PARTITIONS

A. Temporary dust containment partitions will be provided in accordance with Section 01 51 00 – Temporary Facilities to isolate all areas of construction work from occupied portions of existing buildings to prevent the spread of dust, odors and noise.

B. 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. Non-air tight construction barriers will not constitute acceptable containment partitions.

C. In the event a failure of a containment barrier during the course of work, when directed by the Construction Manager or 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.

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. When debris is transported through occupied areas of the existing building, receptacles shall be sealed and covered to eliminate the spread of dust and debris.

B. Items Retained by Owner:
   1. The items that remain the property of the Owner after removal by the Contractor will be listed in each Contract or indicated on the drawings.
   2. These items shall be carefully removed by the Contractor without damage and turned over to the Owner.

C. Items Re-Used As Part of the Work:
   1. Items indicated to be re-used shall be carefully removed and stored by the Contractor until such time as they may be reinstalled.
   2. Items removed by others and indicated to be reinstalled per the Contract Documents are to be coordinated with the Construction Manager for pickup.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 34 40

WORK UNDER SPECIAL CONDITIONS

PART 1 - DESCRIPTION

1.1 WORK AFTER DARK

A. Unless specifically required elsewhere herein, no contractor shall perform exterior work after dark except in emergencies. When time permits, a contractor shall inform the Construction Manager in advance of such work and shall obtain approval. When time does not permit advance notice to the Construction Manager, they shall inform the Construction Manager at the earliest possible moment.

B. The placing of concrete shall be so scheduled as to be started early enough in daylight hours to allow sufficient time for the completion of the section under construction before dark, including the work of finishers.

C. When, in order to minimize interference with existing structures or utilities, or maintain traffic, it may, in the opinion of the Construction Manager, be expedient or necessary to do work after dark, such work shall be performed by the Contractor at no additional cost to the Owner, and the Contractor shall provide adequate lighting.

D. Nothing in this section shall preclude any contractor from working on the interior of the building after dark, as long as sufficient electric lights exist in the area of the work.

1.2 SATURDAY/OVERTIME/SHIFT WORK

A. Each Contractor shall provide at all times sufficient manpower to maintain the progress of the Work to the satisfaction of the Construction Manager and/or the Owner. The option to work extended hours and weekends with prior agreement with the Construction Manager may be made available to meet the schedule. Costs for premium time shall be borne by each individual Prime Contractor.

B. No Saturday or overtime work shall be scheduled or performed by Contractors without prior approval by the Construction Manager, Owner and/or Architect. Proposed work schedule shall be submitted to the Construction Manager a minimum of 24 hours prior to proposed start unless otherwise directed or approved by Construction Manager.

C. Because of performing work in an occupied building, it will be necessary for contractors to work night shifts, this is expected and encouraged. Any contractor(s) that want or find it necessary to work night shifts in order to complete the work as scheduled, should contact the Construction Manager 24 hours in advance of when the contractor(s) want to start the night shift. The Construction Manager will make every effort to schedule this night shift work with the Owner and activities that take place in these buildings at night. Other hours can be scheduled with the approval of the Construction Manager, Owner and/or Architect. Any Contractor that does work a night shift shall be responsible to:
   1. Maintain security of the building at the end of the night shift by insuring that all window and doors are closed and locked.

2. Maintain security in the building by not allowing anyone other than its own work force to enter the building.
3. Insure that the work area is usable for its intended purpose for the next days use by the Owner. This includes that all Life/Safety Systems are in place and functioning, that all other systems are functioning properly and usable, the areas can be occupied, and all construction debris, dust, materials and tools are removed.
4. Cooperate and coordinate night shift activities with the Owner's maintenance/custodian staff that is on duty.

1.3 WORK ON SUNDAYS OR HOLIDAYS

A. No Contractor shall work on Sundays, or locally recognized legal Holidays, except in an emergency, and then shall confine its operations to only the work considered necessary to be performed at such time. In the event of an emergency, Contractor shall notify the Construction Manager the same day or as soon as possible.

1.4 LABOR REQUIREMENTS

A. With all of the above items, each Contractor shall secure the necessary or required paperwork and approval of the NYS Department of Labor and applicable Trade Unions prior to commencing work under these conditions.

1.5 WORK IN STORMS

A. If required by the Construction Manager, masonry work, and the mixing and placing of concrete shall be halted during rainstorms, and all fresh work shall be immediately protected with suitable coverings. The Contractor shall keep a sufficient quantity of such coverings at the site at all times.

B. No paving, exterior painting, fine grading, seeding or roofing shall be done during rain or snowstorms.

C. All roof deck shall be watertight at the end of each day. Contractor shall only remove what they can replace that same day.

D. Because this project exists where snow storms can occur, the Construction Manager along with the Owner will work out a system where construction personnel will be notified if the contractors and their personnel are not to report for work because the construction site is closed, the roads to the building are closed, or if it is just too dangerous for construction personnel to report for work. As part of this notification system it will also advise construction personnel when they need to leave the project because of an impending snowstorm. The Contractors and their personnel are to abide by the notifications for their own safety and the safety of others. The contractors will not be due any additional compensation if it is deemed the project is closed due to weather or if they are sent home because of impending weather.

1.6 WORK IN COLD WEATHER

A. Certain Specifications contain provisions prohibiting the performance of certain work in cold weather or outlining the conditions under which such work may be so performed. In the absence of specifics mentioned elsewhere in the Contract Documents, the judgment of the Construction Manager shall govern in any case where temperature may adversely affect or prevent the performance of quality work. Contractor(s) will not be due any additional compensation if the work is stopped due to weather.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General 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 inspection 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 quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Requirements:
   1. Section 01 21 00 "Allowances" for testing and inspection allowances.

1.3 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced", unless otherwise further described, 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.

B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. 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, assembly, and similar operations.
   1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).

D. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.
   1. Mockups are used for one or more of the following:
      a. Verify selections made under Sample submittals.
      b. Demonstrate aesthetic effects.
      c. Demonstrate the qualities of products and workmanship.
      d. Demonstrate successful installation of interfaces between components and systems.
      e. Perform preconstruction testing to determine system performance.
   2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
   3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.

E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.

F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency".

I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

J. 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. Contractor's quality-control services do not include contract administration activities performed by Architect or Construction Manager.

1.4 DELEGATED DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
   1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.5 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.6 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
   1. Date of issue.
   2. Project title and number.
   3. Name, address, telephone number, and email address of testing agency.
   4. Dates and locations of samples and tests or inspections.
   5. Names of individuals making tests and inspections.
   6. Description of the Work and test and inspection method.
   7. Identification of product and Specification Section.
   8. Complete test or inspection data.
   9. Test and inspection results and an interpretation of test results.
   10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
   11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
   12. Name and signature of laboratory inspector.
   13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
   1. Name, address, telephone number, and email address of technical representative making report.
   2. Statement on condition of substrates and their acceptability for installation of product.
   3. Statement that products at Project site comply with requirements.

4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement of whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement of whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

1.7 QUALITY ASSURANCE

A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.
1. Requirements of authorities having jurisdiction supersede requirements for specialists.

G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, 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 who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following Contractor's responsibilities, including the following:
   1. Provide test specimens representative of proposed products and construction.
   2. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   3. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
   4. Build site-assembled test assemblies and mockups, using installers who will perform same tasks for Project.
   5. When testing is complete, remove test specimens and test assemblies, and mockups; do not reuse products on Project.
   6. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and 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 the Contract Documents.

1.8 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
   1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
   2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.

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. Engage a qualified testing agency to perform quality-control services.
   a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.
3. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspection will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Testing Agency Responsibilities: Cooperate with Construction Manager and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Construction Manager and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform duties of Contractor.

E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures".

F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.

2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspection equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.
1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
2. Distribution: Distribute schedule to Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.9 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency and special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in the Statement of Special Inspections attached to this Section, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Construction Manager and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Construction Manager with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected Work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Testing agency and special inspector shall prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Architect.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and Construction Manager's reference during normal working hours.
   1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution".

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 01 45 29

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION

A. From time to time during the progress of the Work, the Architect, Construction Manager or Owner may require that testing be performed to determine that the Work complies with the specified requirements.

B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Section 01 33 00 - Submittals specifies requirements for development of a schedule of required tests and inspections.
   2. Section 01 40 00 - Quality Requirements specifies the administrative and procedural requirements for quality control services.

PART 2 - PRODUCTS

2.1 TESTING LABORATORY

A. The New York State Certified testing laboratory will be selected by the Owner.

PART 3 - EXECUTION

3.1 PAYMENT FOR TESTING SERVICES

A. Except where specifically indicated as being the Contractor's responsibility, tests and inspections required by the Owner, Construction Manager and/or Architect will be paid for by the Owner.

B. Retesting: When initial tests indicate non-compliance with Contract Documents, the responsible Prime Contractor is required to pay for all subsequent re-testing until compliance is accomplished.

C. Contractor's Convenience Testing: Testing requested by the contractor for his information or convenience shall be paid for by Contractor.

D. Code Compliance Testing, where indicated in the Documents: Tests required by Building Code or Ordinances or by an approval authority shall be paid for by the Owner.

3.2 COOPERATION WITH TESTING LABORATORY

A. Access:
   1. Provide representatives of the testing laboratory access to the work at all times.
   2. Provide facilities for such access in order that the laboratory may properly perform its function.

B. Schedule and Notification:
   1. When tests are required by the Contract Documents or by the Construction Manager, Architect or Owner, notify in writing within 48 hours prior to expected time for operations requiring testing services.
   2. If, after such notification, the testing laboratory is prevented from performing its work due to incompleteness of the project work, all extra costs for testing attributable to the delay shall be paid by the Contractor.

3.3 SPECIMENS

A. Preparation of specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be performed by the Contractor.

B. All sampling equipment and personnel shall be provided by the testing laboratory.

C. All deliveries of specimens and samples to the testing laboratory shall be performed by the testing laboratory.

END OF SECTION

SECTION 01 45 33

SPECIAL INSPECTION AND TESTING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. Special Inspection and Testing shall be in accordance with Chapter 17 of the 2020 Uniform Code of New York State (UCNYS).

B. The program of Special Inspection and 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 Approved Special Inspection Agency, hereinafter referred to as the Special Inspector (SI), and other Agents of the Special Inspector, of their requirements and responsibilities.

D. The Special Inspector shall be the individual in charge of the Special Inspection and Testing program. The SI shall supervise and review the work of the Inspection and Testing Agents for each inspection or test. As explained in UCNYS Section 1704.2.1, the SI, and all its Agents, shall demonstrate competence to the satisfaction of the Registered Design Professional in Responsible Charge (RDPIRC) and the Building Official (BO) for inspection or testing of the particular type of construction or operation requiring special inspection or testing. Unless otherwise noted or agreed upon by the RDPIRC and the BO, the minimum qualifications are as follows:
   1. Structural Steel Construction Inspection: ICC Structural Steel and Bolting Special Inspector, EIT with relevant experience, or PE with relevant experience.

E. Frequency of Special Inspection or Testing: The individual special inspections and tests shall be performed either continuously or on a periodic basis, as defined below, in accordance with the Statement of Special Inspection and Testing:
   1. Inspection, Continuous: The full-time observation of work requiring special inspection by an approved Special Inspector, or Agent, who is continuously present in the work area where the work is being performed.
   2. Inspection, Periodic: The intermittent observation of work requiring special inspection by an approved Special Inspector, or Agent, who is present in the work area where the work has been or is being performed, and at the completion of the work.

1.2 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. Statement of Special Inspection and Testing (attached).

1. The Statement of Special Inspection and Testing was prepared by the Structural Engineer of Record (SER) - the RDPIRC for the structural work scope of this project.

1.3 PAYMENT

A. The Owner shall engage and pay for the services of the Special Inspector and all Agents of the Special Inspector.

B. 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, and any costs related to correcting the deficient work.

1.4 CONTRACTOR'S RESPONSIBILITIES

A. The Statement of Special Inspection and Testing shall be submitted to the BO with the application for Building Permit.

B. The Contractor shall cooperate with the Special Inspector, and its Agents, so the special inspections and testing can be performed without hindrance.

C. The Contractor shall provide adequate OSHA-compliant access for the Special Inspector and its Agents to perform their work. This includes access to pipe scaffolds, swing-stage scaffolds, and any other method of accessing the work areas that the Contractor or its agents use to perform the work of the Contract.

D. The Contractor shall review the Statement of Special Inspection and Testing and shall be responsible for coordinating and scheduling inspections and tests. The Contractor shall notify the Special Inspector (or Inspection and Testing Agents) at least 24 hours in advance of a required test or inspection. Uninspected work requiring inspection may be rejected solely on that basis.

E. The Contractor shall provide incidental labor and facilities to:
   1. Provide access to the work to be inspected or tested.
   2. Obtain and handle samples at the site or at the source of products to be tested.
   3. Facilitate tests and inspections.

F. 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 Special Inspector and its Agents.

G. The Special Inspection and Testing 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 subjected to special inspection and testing shall first be reviewed by the Contractor's Quality Control personnel.

H. The Contractor shall acknowledge each item listed as a discrepancy by the Special Inspection and Testing program in writing to the RDPIRC and Owner. The acknowledgment shall identify whether or not the discrepancy has been corrected, is in compliance with the contract documents, and is ready for re-inspection.

I. The Contractor shall ensure all products, materials or assemblies are properly labeled so the Special Inspector or its Agents can easily observe the label to confirm compliance with the approved construction documents.

J. The Contractor shall be solely responsible for construction site safety.

1.5 LIMITS ON SPECIAL INSPECTOR AND TESTING AGENT AUTHORITY

A. Neither the Special Inspector nor its Agents may release, revoke, alter, or expand on the requirements of the Contract Documents.

B. The Special Inspector and its Agents will not have control over the Contractor's means and methods of construction.

C. Neither the Special Inspector nor its Agents shall be responsible for construction site safety.

D. Neither the Special Inspector nor its Agents shall have authority to stop the work.

1.6 RESPONSIBILITIES OF SPECIAL INSPECTOR AND INSPECTION AND TESTING AGENTS

A. The Special Inspector shall submit to the RDPIRC and BO for review and approval a copy of their qualifications and qualifications of all Agents, 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 all Agents, 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.

C. The Special Inspector and its Agents shall have adequate equipment to perform the required tasks. The equipment shall be periodically calibrated in accordance with equipment manufacturers' recommendations.

D. The Special Inspector and its Agents shall notify the Contractor of their presence on the job site at the start of any required inspection or test.

E. The Special Inspector and its Agents shall notify the Contractor of the results of any inspection or test upon completion of the inspection or testing task, including any discrepancies noted. The Special Inspector shall report any discrepancies from the Contract Documents found during an inspection. If the discrepancies are not corrected during the inspection, the Special Inspector shall notify the RDPIRC and BO prior to the completion of that phase of work. Reports shall document all discrepancies identified and the corrective action taken.

F. The Special Inspector and its Agents shall prepare detailed reports of each inspection or test and submit the reports within three days of the inspection or test. Reports shall be in electronic format (legible handwritten reports may be submitted if final typed copies are not available) and include:
   1. Date of test or inspection.
   2. Name of inspector or technician and name of inspection or testing firm representing.
   3. Location of specific areas tested or inspected.

4. Description of test or inspection and results.
5. Identification of discrepancies.
6. Indication that contractor was made aware of discrepancies.
7. Whether or not the discrepancies were corrected.
8. Applicable ASTM standard.
9. Weather conditions (temperature, wind speed, humidity, cloud cover, etc.).
10. Signature of inspector, or of the individual overseeing the inspection of testing.

G. Inspection and testing reports shall be submitted to the RDPIRC and BO, or as agreed upon at the Special Inspection and Testing pre-construction meeting.

H. The Special Inspector and its Agents shall notify the RDPIRC by telephone or email of any test results which fail to comply with the requirements of the Contract Documents.

I. At the completion of the work requiring special inspections or testing, each Inspection and Testing Agent 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.

1.7 FINAL REPORT OF SPECIAL INSPECTION AND TESTING

A. The Final Report of Special Inspection and Testing shall be completed by the Special Inspector and submitted to the RDPIRC and BO prior to the issuance of a Certificate of Use and Occupancy.

B. The Final Report of Special Inspections and Testing will document that all required inspections have been performed and that all discrepancies have been resolved. Any unresolved discrepancies shall be clearly noted.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

Klepper, Hahn & Hyatt STRUCTURAL ENGINEERING LANDSCAPE ARCHITECTURE BUILDING ENVELOPE SYSTEMS SYRACUSE, NY	**STATEMENT OF SPECIAL INSPECTION & TESTING**

Project: Capital Project – Phase 3 Renovations
Project Location: Newark Valley, NY
Code Enforcement Jurisdiction: New York State Education Department – Office of Facilities Planning
Owner: Newark Valley Central School District
Architect: Keystone Associates Architects, Engineers and Surveyors, LLC
Structural Engineer: Klepper, Hahn & Hyatt
Governing Building Code: 2020 Building Code of New York State (BCNYS)

Statement: As the Registered Design Professional in Responsible Charge of this project, I certify that this Statement of Special Inspection and Testing includes the materials, systems, components and work required to have special inspection or testing for the structural portion of the work; the type and extent of each special inspection; the type and extent of each test; any additional requirements for special inspection or testing for seismic or wind resistance, and, for each type of special inspection, identification as to whether it will be continuous special inspection or periodic special inspection.



EXPIRATION: 11/30/2028

Klepper, Hahn & Hyatt – NYSED
Professional Engineering Services
Certificate No. 021270
Expiration: 12/31/2026

Signature: 

Name: James A. D'Aloisio

Statement Date: 12 December 2025

It is a violation of New York State Education Law Article 145 for any person, unless acting under the direction of a licensed professional engineer, to alter this document in any way. If this document is altered, the altering engineer shall affix to this document their seal and the notation "altered by" followed by their signature and the date of such alteration, and a specific description of the alteration.

INSPECTION / TEST	Continuous	Periodic	REFERENCE STANDARD	BCNYS REFERENCE	COMMENTS
A. Structural Steel Construction			AISC 360-2016: Ch. N	1705.2	See Specification Section 051200
1. Verify fabricated or erected steel frame, as appropriate, complies with the details shown on the construction drawings for location and proper application of joint details for members, braces and stiffeners		X			Each structural element and connection
2. Welding Inspections After Welding			AISC 360-2016: Ch. N5.4, Table N5.4-3		
a. Verify welds cleaned		X			
b. Verify size, length and location of welds		X			Each welded joint
c. Verify welds meet visual acceptance criteria		X	AWS D1.1-2015: Table 6.1		Each welded joint. Visual inspection of welds in all steels may begin immediately after completed welds have cooled to ambient temperature
1) Crack prohibition					Any crack is unacceptable, regardless of size and location
2) Weld/base-metal fusion					Thorough fusion shall exist between adjacent layers of weld metal and between weld metal and base metal
3) Crater cross-section					All craters shall be filled to provide the specified weld size, except for the ends of intermittent fillet welds outside of their effective length
4) Weld profiles					Profiles shall be in accordance with AWS D1.1-2015: Sect. 5.24
5) Weld size					Undersized welds: The size of a fillet weld in any continuous weld may be less than the specified nominal size (L) without correction by the following amounts (U): L=3/16” and smaller, Umax=1/16”. 3/16”<L<1/4”, Umax=3/32” In all cases, the undersized portion of weld shall not exceed 10 percent of the weld length. On web-to-flange welds on girders, no underrun is permitted at the ends for a length equal to twice the width of the flange
6) Undercut					For all welds with material less than 1” thick, undercut shall not exceed 1/32”, except that a max. 1/16” is permitted for an accumulated length of 2” in any 12” length of weld. For tubular connections and cyclically loaded non-tubular connections in primary members, undercut shall be no more than .01” deep when the weld is transverse to tensile stress under any design loading condition. Undercut shall be no more than 1/32” deep for all other cases
d. Verify arc strikes properly repaired		X	AWS D1.1-2015		Each arc strike
e. Verify backing and weld tabs removed		X			Each occurrence (if required)
f. Verify repair activities		X			Each repair

INSPECTION / TEST	Continuous	Periodic	REFERENCE STANDARD	BCNYS REFERENCE	COMMENTS
3. Inspection of High-Strength Bolted Connections			AISC 360-2016: Ch. N5.6; RCSC Specification		Confirm materials, procedures and workmanship are in conformance with the approved construction documents and the provisions of the RCSC Specification. Inspect bolted connections on periodic/random basis
a. Inspections After Bolting					
1) Verify that bolts are in place, extend through all plies and are snug-tight		X			Each bolt in every bolted assembly

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:
   1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.
   2. Section 01 12 00 "Multiple Contract Summary" for responsibilities for temporary facilities and controls for projects utilizing multiple contracts.

1.3 USE CHARGES

A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Water Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available without metering and without payment of use charges. Provide connections and extensions of services and metering as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

A. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, each Construction Contractor responsible for temporary utilities shall submit schedule indicating implementation and termination dates of temporary utility their responsible for.

B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

C. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
   1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
   2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
   3. Indicate methods to be used to avoid trapping water in finished work.

D. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:
   1. Locations of dust-control partitions at each phase of work.
   2. HVAC system isolation schematic drawing.
   3. Location of proposed air-filtration system discharge.
   4. Waste-handling procedures.
   5. Other dust-control measures.

E. Noise and Vibration Control Plan: Identify construction activities that may impact the occupancy and use of existing spaces within the building or adjacent existing buildings, whether occupied by others, or occupied by the Owner. Include the following:
   1. Methods used to meet the goals and requirements of the Owner.
   2. Concrete cutting method(s) to be used.
   3. Location of construction devices on the site.
   4. Show compliance with the use and maintenance of quieted construction devices for the duration of the Project.
   5. Indicate activities that may disturb building occupants and that are planned to be performed during non-standard working hours as coordinated with the Owner.

1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to 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.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less in accordance with ASTM E84 and passing NFPA 701 Test Method 2.

B. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats, minimum 36 by 60 inches.

C. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

A. Field Office: Owner shall provide space within district for meetings and Construction Manager.

B. Each contractor shall provide its own temporary facilities unless noted otherwise. Including storage and office trailers, power and service, telephone, and all costs associated thereof.

C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
   1. Store combustible materials apart from building.

2.3 EQUIPMENT

A. 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.
   2. U.L. Labeled with current inspection tags affixed.

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
   1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
   2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
      a. Temporary heat to be used or vented: indirect fired or modern direct fired natural gas or propane heating units capable of limiting CO2 exhaust to 0.005% or below. Units are to be placed outside the building with warmed fresh air entering through ductwork or by placing the nose of the unit through an exterior wall or opening. When placed inside a building either type of unit

shall be positioned so that the drawing end projects through the outside or ductwork shall be used to provide the incoming avenue for fresh outside air. When used inside the building indirect fired units must be carefully vented to the outside. Direct fired units that draw and recirculate inside air only or that exhaust high levels of CO2 will not be considered.

3. Permanent HVAC System shall not be used.

C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

D. Water Hoses: Provide 3/4 inch heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles a hose discharge.

E. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V 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.

F. 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.

G. Lamps and Light Fixtures: Provide general service 26-watt compact fluorescent lamps required for adequate illumination. Provide guard cages or tempered-glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities 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.

3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
   1. Prior to commencing work, isolate the HVAC system in area where work is to be performed.
      a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
      b. Maintain negative air pressure within work area, using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
   2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
   3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

3.3 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.
   1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

C. Sanitary Facilities: General Construction Contractor shall provide temporary toilets at High School for use of all construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
   1. Use of Permanent Toilets: Use of Owner's existing toilet facilities is not permitted at the High School.

D. Temporary Ventilation:
   1. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
   2. Each Prime Contractor shall provide ventilation to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases as required for Work of their Contract prior to enclosure of building. Cost of ventilation prior to building enclosure shall be included in the Base Bid by each Prime Contractor.
   3. The General Construction Contractor shall provide ventilation to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases as required to progress the Work after building is enclosed. Cost of ventilation after building enclosure shall be included in the Base Bid by the General Construction Contractor.

E. Electric Power Service: Electrical Contractor shall connect to Owner's existing electric power service for work in building. Maintain equipment in a condition acceptable to Owner.

F. Electric Power Service: Electrical Construction Contractor shall provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. Install electric power service underground unless otherwise indicated.
2. Arrange with utility company for minimum temporary 200-amp, 208-volt, 3-phase service. A minimum 200-amp panel shall be provided with a suitable support and weather enclosure to feed High School addition construction site and construction trailers. Power shall be available for all contractors 24 hours a day, seven days a week.
3. Exercise measures to conserve energy. Contractor shall provide power to exterior work as required.
4. Provide and pay for all maintenance, servicing, operation, operation, equipment, and supervision of lines installed.
5. Provide service with ground fault circuit interrupter feature, as per NEC and OSHA requirements. Contractor shall have a cord inspection program in place. He shall maintain the inspection records on site. This requirement does not relieve any other user of the power or any other party in the area of the temporary power from their legal responsibilities for seeing that the system is maintained to OSHA and NEC requirements.
6. Furnish and install all necessary temporary wiring as required for all work and, upon completion of the work, shall remove all such temporary facilities. Furnish and install area distribution boxes, as required, so located that (100') maximum length extension cords may be used to obtain adequate power and artificial lighting at all points where required for the work, for inspection and for safety. Furnish all electricity needed for construction, at no cost to the Owner, up to the point of Substantial Completion as determined by the Architect with usage of the permanent electrical system at which time payment shall be by the Owner.
7. Provide temporary power to Owner and Contractors office trailers of all trades and Project Manager. Provisions must be made to supply a maximum of 50 amps per Contractors office trailer to each of the Contractors' trailers located at the old bus garage site across from Elementary School and Middle School. Terminate to a pole mounted weatherproof circuit panel, sized to meet anticipated load of all trailers in compound. Voltage to be 120-volt single phase. The Owner will not supply 220v or higher voltages as temporary power. Contractors will be responsible for providing this at their own cost.
8. There shall be no use of temporary or permanent electric power for space heating of the High School Addition.
9. The use of the permanent power systems shall be restricted to active work areas only.
10. Electrical power for welding equipment is not provided.
11. When temporary electrical lines are no longer required, they shall be removed by the Electrical Construction Contractor and any part, or parts, of the grounds or buildings disturbed or damaged shall be brought back to their original condition.
12. Provide power for oil or gas fired temporary heaters. It will be connected so that it can remain "live" when the lighting has been turned off.
13. Provide 24-hour temporary power to any heat tape (installed by others) on temporary water and/or fire line. All temporary heat work shall comply with existing OSHA requirements.
14. Construction circuits shall be separate and independent from temporary lighting.

15. Connect temporary service to Owner's existing power source, as directed by Owner.

G. Lighting: Electrical Construction Contractor shall provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
   1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
   2. Provide temporary lighting throughout the construction site as required by local construction codes with the installation meeting the NEC and local code enforcement requirements.
   3. Whenever overhead floor or roof deck has been installed, the Contractor shall provide temporary lighting with local switching.
   4. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
   5. Limit lighting installations to intensities which will accommodate normal access and workmanship requirements, recognizing that each entity performing work requiring higher intensity lighting will provide supplementary plug in temporary lighting and areas where such work is in progress.
   6. Special lighting required for construction activities shall be provided by contractor requiring it.
   7. Provide safety lighting in the stairways, hallways, and exterior security lighting on a 24-hour basis.
   8. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.
   9. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
   10. Maintain lighting and provide routing repairs.
   11. Permanent building lighting may be utilized during construction as approved by the Architect. Electrical Construction Contractor shall clean all fixtures and lamps between Substantial and Final Completion.
      a. As the permanent lighting system is substantially complete for each story or usable portion thereof, the Electrical Construction Contractor shall make suitable provisions for temporary use thereof and remove unused portions of temporary lighting system.
      b. The Electrical Construction Contractor shall maintain and operate permanent lighting system until time of final acceptance and transfer of operation to Owner’s personnel, including turning off lighting during off-construction hours.

H. Post a list of important telephone numbers in each trailer.
   1. Police and fire departments.
   2. Ambulance service.
   3. Contractor's home office.
   4. Contractor's emergency after-hours telephone number.
   5. Architect's office.
   6. Construction Manager's home office.
   7. Engineers' offices.
   8. Owner's office.
   9. Principal subcontractors' field and home offices.

a. Foreman of each Prime Contractor and of Subcontractors at the Project Sites shall carry a fully operational and active cellular telephone.

I. Electronic Communication Service: Each prime contractor shall have secure Wi-Fi wireless connection to internet available onsite for access by Contractors project manager.
   1. All email correspondence shall include the Project Designation (as instructed by the Architect) in the subject box, as well as a description of the correspondence.

3.4 SUPPORT FACILITIES INSTALLATION

A. Comply with the following:
   1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.
   2. Utilize designated area within existing building for temporary field offices.
   3. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Use of Planned Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
   1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
   2. Prepare subgrade and install subbase and base for temporary roads and paved areas in accordance with Section 31 20 00 "Earth Moving".
   3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
   4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course in accordance with Section 32 12 16 "Asphalt Paving".

C. Traffic Controls: 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.

D. Provide means of removing mud from vehicles wheels before entering streets.

E. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

F. Storage and Staging: Use designated areas of Project site for storage and staging needs.

G. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. The General Construction Contractor shall provide temporary dewatering sump pits for the removal of water from the High School addition project site to facilitate the removal and discharge of sediment-laden water from an excavated area, construction site or sediment basin.
2. Dewatering sump pits shall properly remove suspended sediments and water from excavated areas through filtration and/or settlement prior to discharging water to a receiving water course or body. Dewatering operations performed by the General Construction Contractor shall comply with New York State Department of Conservation requirements.
3. Dewatering sump pits shall consist of the following:
    a. Removable Pumping Stations.
    b. Suction hoses.
    c. 12" – 36" Perforated Corrugated Metal or PVC standpipe wrapped in geotextile filtration fabric. Depth of standpipe will vary due to water level and will need to extend 12" to 18" above the top of the pit. Standpipe shall be fitted with a watertight cap or plate at the bottom of the standpipe.
    d. 12" base of clean stone beneath standpipe. Fill standpipe with NYS DOT Item 304-2.02, Type for per Specification Section 32 23 23.
    e. Pit dimensions are variable, with the minimum diameter being 2 times the standpipe diameter.
    f. Sediment Tank / Silt Control Bags.
    g. Maintenance of the system.

H. Waste Disposal Facilities: Each Prime Contractor shall provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution".
1. All dumpsters are to be tarped or covered and protected from wind and weather.
2. The placement of any dumpster on the project sites shall be coordinated with other trades, Architect and Construction Manager.

I. Progress Cleaning:
1. Contractor shall remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
2. Do not allow any materials, debris, and rubbish to go onto adjacent properties.
3. Contractor will remove and replace dumpster within twenty-four hours of being full.
4. Clean up shall be done on an on-going, continuous basis, so as to keep the property clean at all times. Any combustible debris shall be kept at a safe distance from the outside of the building(s). No onsite burning or burying of debris is allowed.
    a. Protection of Existing Materials: Any contractor performing selective demolition or other work in an existing building or elsewhere on the site must protect existing materials not scheduled for replacement. Any damage to areas not scheduled for reconstruction is to be repaired by Contractor who damaged the area.
    b. Protection will include, but is not limited to, protection from dust and debris. If existing fabrics, coverings, furniture, supplies, walls, ceilings, floors, windows, light fixtures are soiled they shall be cleaned by Contractor creating the dust and debris.

J. Lifts and Hoists**:** Each Prime Contractor shall provide facilities necessary for hoisting materials and personnel.
   1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

K. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
   1. Do not load elevators beyond their rated weight capacity.
   2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work, so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

L. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs 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 stairs become damaged, restore damaged areas, so no evidence remains of correction work.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Contractor shall provide security and facilities to protect Work, and existing facilities, and Owner’s operations from unauthorized entry, vandalism, or theft.

B. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
   1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
   2. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

C. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
   1. Comply with work restrictions specified in Section 01 10 00 "Summary".

D. Temporary Erosion and Sedimentation Control: Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 01 57 00 “Erosion and Sediment Control”.

E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

F. Tree and Plant Protection: 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. Replace damaged plant life.

G. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals, so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.

H. Site Enclosure Fence: Before construction operations begins at High School addition, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
   1. Extent of Fence: As indicated on Drawings.
   2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Construction Manager.

I. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.

J. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

K. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.

L. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction.
   1. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
   2. Paint and maintain appearance of walkway for duration of the Work.

M. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
   1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

N. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
   1. Construct dustproof partitions with metal studs, 5/8" Type X gypsum wallboard, with joints taped on occupied side, painted on occupied side and ½" fire-retardant-treated plywood on construction operations side.
   2. Provide dustproof partitions with two layers of 6-mil polyethylene sheet. Cover floor with two layers of 6-mil polyethylene sheet, extending sheets 18 inches up the

sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.

a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.

3. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
4. Insulate partitions to control noise transmission to occupied areas.
5. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
6. Protect air-handling equipment.
7. Provide walk-off mats at each entrance through temporary partition.
8. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
9. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.
10. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
11. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign, stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.
12. The General Construction Contractor shall provide and maintain portable fire extinguishers on each floor level and building area in accordance with OSHA requirements (1926-150).
13. Each contractor performing "Hot Work" is required to provide their own fire extinguishers.
14. Each contractor shall provide fire extinguishers at their jobsite trailer / equipment, toolbox locations, and stairways.

3.6 MOISTURE AND MOLD CONTROL

A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.

B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
   1. Protect porous materials from water damage.
   2. Protect stored and installed material from flowing or standing water.
   3. Keep porous and organic materials from coming into prolonged contact with concrete.
   4. Remove standing water from decks.
   5. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard and replace stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.

D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
   1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
   2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
   3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
      a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
      b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
      c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

E. The disturbance or dislocation of mold and mildew may cause mold spores to be released into the building's atmosphere, thereby creating a potential health hazard to workers and building occupants. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures that must be followed.

F. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants encounter, disturb, or otherwise function in the immediate vicinity of any identified mold and mildew, they shall take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to mold and mildew. Such measures shall include the procedures and methods described herein and compliance with regulations and guidelines of applicable Federal, State and local agencies.

G. If Contractor or subcontractors and their employees locate a material of suspicious nature, Contractor shall notify the Architect and Construction Manager prior to disturbing said material in any fashion. Testing of said material will be by Owner. If found to contain hazardous mold and mildew, material will be removed by approved handlers using approved methods, following all State and Federal regulations. Additional cost will be by Owner.

3.7 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.
   1. 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. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been 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 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 Contractor. Owner reserves right to take possession of Project identification signs.
   2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
   3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures".

END OF SECTION

SECTION 01 50 01

UNIFORM SAFETY STANDARDS FOR SCHOOL CONSTRUCTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Uniform Safety Standards for School Construction and Maintenance Projects.

B. Owner Occupancy.

C. Start and Completion of Work.

D. Construction Contaminants.

E. Construction Noise.

F. Fencing.

G. Barriers.

H. Exiting Plan.

I. Security.

J. Fire and Hazard Protection.

K. Progress Cleaning.

L. Ventilation during Construction.

M. Health & Safety Committee.

N. Lead and Asbestos.

O. Materials Containing Asbestos.

P. Materials Containing Lead-Based Paint.

Q. Mold and Mildew.

1.3 RELATED REQUIREMENTS

A. Section 01 50 00 "Temporary Facilities and Controls".

1.4 UNIFORM SAFETY STANDARDS FOR SCHOOL CONSTRUCTION AND MAINTENANCE PROJECTS

A. Contractor shall provide all measures, including (but not limited to) materials, equipment, and procedures, required to comply with following requirements of 8 NYCRR 155.5 Uniform Safety Standards for School Construction and Maintenance Projects.

B. Certificate of Occupancy:
   1. 8 NYCRR 155.5(a): "The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy."

C. General Safety and Security for Construction Projects:
   1. 8 NYCRR 155.5(e)(1): "All construction materials shall be stored in a safe and secure manner."
   2. 8 NYCRR 155.5(e)(2): "Fences around construction supplies or debris shall be maintained."
   3. 8 NYCRR 155.5(e)(3): "Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry."
   4. 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."
   5. 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."

D. Separation of Construction Areas from Occupied Spaces:
   1. 8 NYCRR 155.5(f): "Construction areas which are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust, or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas."
   2. 8 NYCRR 155.5(f)(1): "A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs, or elevators designated for students or school staff."
   3. 8 NYCRR 155.5(f)(2): "Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building."
   4. 8 NYCRR 155.5(f)(3): "All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session."

E. Exiting and Ventilation:
   1. 8 NYCRR 155.5(g): "Maintain exiting and ventilation during school construction projects."

a. 8 NYCRR 155.5(g)(1): "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."
b. 8 NYCRR 155.5(g)(2): "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."

F. Fire and Hazard Prevention:
1. 8 NYCRR 155.5(h): "Areas of buildings under construction that are to remain occupied shall maintain a certificate of occupancy. In addition, the following shall be strictly enforced:"
2. 8 NYCRR 155.5(h)(1): "No smoking is allowed on public school property, including construction areas."
3. 8 NYCRR 155.5(h)(2): "Contractor shall cooperate with Owner to perform daily inspection of Owner-occupied areas of project to assure that construction materials, equipment, or debris do not block fire exits or emergency egress windows."
4. 8 NYCRR 155.5(h)(3): "Contractor shall cooperate with Owner to maintain proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems throughout the project."

G. Noise Abatement:
1. 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 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. Complaints regarding excessive noise shall be addressed through the health and safety committee."

H. Control of Chemical Fumes, Gases and Other Contaminates:
1. 8 NYCRR 155.5(j): "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."
2. 8 NYCRR 155.5(j)(1): "Contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied."
3. 8 NYCRR 155.5(j)(2): "Manufacturer's material safety data sheets (MSDS) shall be maintained at the site for all products used in the project. MSDS must be provided to anyone who requests them. MSDS indicate chemicals used in the product, product toxicity, typical side effects of exposure to the product and safe procedures for use of the product."

I. Asbestos Isolation:

1. 8 NYCRR 155.5(k): "Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied". Note, it is NYSED interpretation that the term "building", as referenced in this section of 8 NYCRR 155.5, means a wing or major section of a building that can be completely isolated from the rest of the building with sealed noncombustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion and ventilation systems must be physically separated and sealed at the isolation barrier.

   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."

J. Lead Paint:

1. 8 NYCRR 155.5(l): "Surfaces that will be disturbed by reconstruction must have a determination made as to the presence of lead. Projects which disturb surfaces that contain lead shall have in the specifications a plan prepared by a certified Lead Risk Assessor or Supervisor which details provisions for occupant protection, worksite preparation, work methods, cleaning and clearance testing which are in general accordance with the HUD Guidelines."

1.5 OWNER OCCUPANCY

A. Contractor shall construct work to accommodate Owner's occupancy requirements during the construction period as noted in Section 01 10 00 - Summary. Coordinate construction schedules and operations with Owner and Architect at the Pre-Construction Meeting and adjust for subsequent job meetings.

1.6 CONSTRUCTION CONTAMINANTS

A. Contractor shall comply with pollution and environmental control requirements of authorities having jurisdiction.

B. Contractor shall provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

1.7 CONSTRUCTION NOISE

A. Contractor shall provide methods, means, and facilities to minimize noise and noise produced by construction operations.

1.8 FENCING

A. Construction Fence: Provide and maintain temporary Cordoning Off of work and temporary storage fencing.

1. Cordoning-Off fence shall be Orange construction fencing, four (4) foot high with top 2x4 plates connecting posts. Posts shall be set in a bucket of concrete.
2. Spacing of line posts: 8' maximum.

B. Provide 6' high Portable Chain Link Fence around addition with gates as needed.

C. Remove the Cordoning Off Fence upon completion of the Work, or at such time before final completion as directed by the Architect.

D. Provide warning signs securely anchored near the fence with galvanized steel, tamperproof anchor bolts at each entrance to site. Sign shall read: "CONSTRUCTION AREA, DO NOT ENTER. AUTHORIZED PERSONNEL ONLY". Additionally, provide warning signs, as required by governing codes, laws and regulations.

E. Staging Areas: Establish a fenced staging area as shown on the Drawings for storage/office trailers. Staging areas will be provided, maintained, and eventually restored. The location of and timing of the installation of this staging area will have to be coordinated with the Architect. Contractor may be expected to relocate from the staging area when it is needed.

1.9 BARRIERS

A. Contractor shall provide barriers to prevent unauthorized entry to construction area, to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Contractor shall provide barricades and covered walkways required by governing authorities for public rights-of-way. 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. Contractor shall provide protection for plant life designated to remain. Replace damaged plant life.

D. Contractor shall protect non-owned vehicular traffic, stored materials, site and structures from damage.

E. Temporary enclosures may be required by Contractor if staging or storing is provided in exit corridors. Enclosures shall eliminate dead end corridors and still maintain exit requirements.

1.10 EXITING PLAN

A. Before start of Work Contractor shall submit recommendations to the Architect based on the scope of work provided detailing how exiting required by the applicable building code will be maintained. The contents of said Plan shall be developed on basis of the Work of Base Bid and of the Alternates selected by Owner, and on the scheduling/sequencing of Work as shown in the Contract Document and determined during Pre-Construction Meeting. Contractors shall cooperate in creating Exiting Plan. Architect shall approve exiting plan before implementation and work begins.

1.11 SECURITY

A. Contractor shall provide security and facilities to protect Work, and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

B. Entry Control:
   1. Restrict entrance of persons and vehicles into Project site and existing facilities.
   2. Allow entrance only to authorized persons with proper identification.
   3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
   4. Maintain log of workers and visitors; make available to Owner and Architect upon request.

C. Personnel Identification:
   1. All workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites.
   2. Provide identification badge to each person authorized to enter premises.
   3. Badge to Include: Personal photograph, name, expiration date, and employer.
   4. Maintain list of accredited persons; submit copy to Owner and Architect upon request.
   5. Require return of badges at expiration of their employment on the Work.

D. There is no smoking on any school property for fire prevention.

1.12 FIRE AND HAZARD PREVENTION

A. Any holes in floors or walls shall be sealed with a fire-resistant material.

B. Contractor shall provide portable fire extinguishers of appropriate type at each work area they are involved in.

1.13 PROGRESS CLEANING

A. Contractor shall maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Contractor shall remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Contractor shall broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.

D. Contractor shall remove waste materials, debris, and rubbish from site on a weekly basis maximum, and more often if amount of material warrants, and dispose off-site. Do not allow any materials, debris, and rubbish to go onto adjacent properties.

E. Contractor will remove and replace dumpster within twenty-four hours of being full.

F. Clean up shall be done on an on-going, continuous basis, so as to keep the property clean at all times. Any combustible debris shall be kept at a safe distance from the outside of the building(s). No onsite burning or burying of debris is allowed.
   1. Protection of Existing Materials: Any contractor performing selective demolition or other work in an existing building or elsewhere on the site must protect existing materials not scheduled for replacement. Any damage to areas not scheduled for reconstruction is to be repaired by Contractor who damaged the area.
   2. Protection will include, but is not limited to, protection from dust and debris. If

existing fabrics, coverings, furniture, supplies, walls, ceilings, floors, windows, light fixtures.

1.14 VENTILATION DURING CONSTRUCTION

A. Contractor shall provide indoor air quality management, when the building is enclosed.

B. Provide exhaust air systems for any project indoor areas that could produce fumes, VOC'S, off-gassing, dusts, mists, or other emissions.
   1. Work area exhaust systems shall terminate at the building exterior.
   2. Provide temporary air seals and partitions to prevent the migration of airborne contaminants from Work areas to Owner-occupied areas.
   3. Provide rerouting, disconnection, or capping of ductwork in order to prevent contaminants from the construction area from entering the occupied portions of the building.
   4. Existing ventilation equipment may be utilized when authorized by Owner.
   5. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations and building occupants, and to prevent contaminants from the construction area from entering the building.

C. Ventilation and heating systems to occupied spaces shall remain operational at all times during construction.

D. Units serving occupied areas may not be disabled.

E. Quality Assurance:
   1. Maintain negative pressure between the Work areas and the spaces surrounding the Work areas.
   2. Before start of Work Contractor shall submit a design for the exhaust air system to the Architect. Do not begin Work until approval of the Owner and Architect is obtained. Provide the following information:
      a. Plan detailing how code required ventilation of occupied spaces will be maintained yet sealed off from the construction areas.
      b. The number of machines required.
      c. Location of the machines in the Work areas.
      d. Description of the methods used to test airflow and pressure differential.

F. System Operation:
   1. A sufficient quantity of exhaust fans in existing window openings or other approved locations shall be operated in accordance with the following applicable standards.
      a. Exhaust air systems shall operate for a minimum of 72 hours after Work is completed, or until all materials have cured sufficiently as to stop off-gassing of fumes or odors, and areas have been ventilated to remove all detectable traces of odors and fumes.
      b. Maintain twenty-five (25) feet clearance from all temporary exhaust outlets to all active building outdoor air intakes.

G. Before start of Work Contractor shall lockout/tag out mechanical ventilation and all other HVAC functions serving areas where Asbestos Abatement Work is scheduled to be performed and shall accordingly submit a written statement regarding the status of said lockout/tag out.

1.15 HEALTH AND SAFETY COMMITTEE

A. Health and Safety Committee Meetings (Each Contractor): In accordance with Section 155.5(c)(2) of 8NYCRR 155 Educational Facilities, each Contractor shall provide representative of Contractor to participate in all meetings of School District Health and Safety Committee during this Project. Coordinate with Owner to determine specific meeting schedule.

1.16 LEAD AND ASBESTOS

A. If Contractor or subcontractors and their employees locate a material of suspicious nature, Contractor shall notify the Architect prior to disturbing said material in any fashion. Testing of said material will be by Owner. If found to contain lead or asbestos, material will be removed by approved handlers using approved methods, following State and Federal regulations. Additional cost will be by Owner.

1.17 MATERIALS CONTAINING ASBESTOS

A. All contractors are advised that materials containing asbestos will not be accepted for use on this project. Contractors shall provide a letter certifying compliance with this requirement.

B. Contractor is advised that materials containing asbestos in the existing buildings may be located in areas of work.

C. Contractor shall exercise caution when working in areas containing asbestos materials.

1.18 MATERIALS CONTAINING LEAD-BASED PAINT

A. Contractor is advised that materials containing lead will not be accepted for use on this project. Contractor shall provide a letter certifying compliance with this requirement.

B. In areas outside the work area or in concealed spaces that have not been tested for the presence of lead, if Contractor or subcontractors and their employees locate a material of suspicious nature, Contractor shall notify the Architect prior to disturbing said material in any fashion. Testing of said material will be by Owner. If found to contain lead-based paint, material will be removed by approved handlers using approved methods, following all State and Federal regulations. Additional cost will be by Owner.
   1. The disturbance or dislocation of lead materials may cause lead dust to be released into the building's atmosphere, thereby creating a potential health hazard to workers and building occupants. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures that must be followed.
   2. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified lead-based paint, take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to lead dust. Such measures shall include the procedures and methods described herein, and compliance with regulations and guidelines of applicable Federal, State and local agencies.

C. Contractor is advised that materials containing lead in existing buildings may be located in areas of work.

D. Contractor shall exercise caution when working in areas containing lead materials.

1.19 MOLD AND MILDEW

A. The disturbance or dislocation of mold and mildew may cause mold spores to be released into the building's atmosphere, thereby creating a potential health hazard to workers and building occupants. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures that must be followed.

B. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified mold and mildew, take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to mold and mildew. Such measures shall include the procedures and methods described herein and compliance with regulations and guidelines of applicable Federal, State and local agencies.

C. If Contractor or subcontractors and their employees locate a material of suspicious nature, Contractor shall notify the Architect prior to disturbing said material in any fashion. Testing of said material will be by Owner. If found to contain hazardous mold and mildew, material will be removed by approved handlers using approved methods, following all State and Federal regulations. Additional cost will be by Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General 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.

B. Related Requirements:
   1. Section 01 23 00 "Alternates" for products selected under an alternate.

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, that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 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 Architect of approval or rejection of proposed comparable product request within 14 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 Section 01 33 00 "Submittal Procedures".
    b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "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.

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.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 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 Section 01 77 00 "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. 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.
   3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
   4. Where products are accompanied by the term "as selected", Architect will make selection.
   5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
   6. 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 not be considered unless otherwise indicated.
    b. Non-restricted 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 not be considered unless otherwise indicated.
    b. Non-restricted 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 Section 01 25 00 "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.

B. Contractors shall take special care in verifying that their equipment matches the characteristics of the power being supplied.

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 73 00

EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General 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 the Work.
   4. Progress cleaning.
   5. Starting and adjusting.
   6. Protection of installed construction.

B. Related Requirements:
   1. Section 01 10 00 "Summary" for coordination of, and limits on use of Project site.
   2. Section 01 33 00 "Submittal Procedures" for submitting surveys.
   3. Section 02 41 19 "Selective Demolition" for demolition and removal of selected portions of the building.
   4. Section 07 84 13 "Joint Firestopping" for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 PREINSTALLATION MEETINGS

A. Layout Conference: Conduct conference at Project site.
   1. Prior to establishing layout of new perimeter and structural column grid(s), review building location requirements. Review benchmark, control point, and layout and dimension requirements. Inform Architect and Construction Manager of scheduled meeting. Require representatives of each entity directly concerned with Project layout to attend, including the following:
      a. Contractor's superintendent.
      b. Professional surveyor responsible for performing Project surveying and layout.

2. Review meanings and intent of dimensions, notes, terms, graphic symbols, and other layout information indicated on the Drawings.
3. Review requirements for including layouts on Shop Drawings and other submittals.
4. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.5 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A licensed professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated and acceptable to Architect/Engineer.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.

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.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

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 the existence and location of underground utilities, mechanical and electrical systems, including geothermal lines and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, 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.

3.2 PREPARATION

A. Existing Utility Information: Electrical Construction Contractor shall furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Construction Manager in accordance with requirements in Section 01 31 00 "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 and existing conditions. If discrepancies are discovered, notify Construction Manager promptly.

B. Engage a land surveyor experienced in laying out the Work, using the following accepted surveying practices:
   1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
   2. Establish limits on use of Project site.
   3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
   4. Inform installers of lines and levels to which they must comply.
   5. Check the location, level and plumb, of every major element as the Work progresses.
   6. Notify Construction Manager when deviations from required lines and levels exceed allowable tolerances.

7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
   1. Prior to beginning Work, verify and establish floor elevations of existing facilities to ensure that new Work will meet existing elevations in smooth and level alignment except where specifically detailed or indicated otherwise.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Construction Manager.

3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
   1. Do not change or relocate existing benchmarks or control points without prior written approval of Construction Manager. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Construction Manager before proceeding.
   2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two (2) permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
   1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
   2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
   3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.5 INSTALLATION

A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces, unless otherwise indicated on Drawings.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.

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: Select tools or equipment that minimize production of excessive noise levels.

G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

J. Repair or remove and replace damaged, defective, or nonconforming Work.

3.6 PROGRESS CLEANING

A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
   a. Use containers intended for holding waste materials of type to be stored.
4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
   1. Remove liquid spills promptly.
   2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

J. Each day Contractor shall affect the following:
   1. Areas of intense activity, such as cutting and sawing must be swept clean and reorganized at the end of each day.
   2. Areas of moderate activity such as installation of plumbing, ductwork, electrical work must be returned to good order at the end of each day.
   3. Debris below scaffolds (and shoring/reshoring) must at all times, be kept sufficiently consolidated to keep walkways free of tripping hazards. These work areas must also be swept clean immediately upon removal of scaffolds.
   4. All swept up debris, waste materials, and packing must be removed and/or placed in the dumpster by noon of the following workday.
   5. All stored material must be kept in good order.
   6. As portions of the work are completed, all used and excess materials must be

removed promptly.

7. Daily clean-up and good housekeeping is the responsibility of each Contractor individually and will be monitored by the Construction Manager.
8. Contractors shall promptly comply with requests to organize scattered materials.
9. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.

K. Separate and recycle as required by local authorities and regulations.

L. Handle materials in a controlled manner with as few handling as possible; do not drop or throw materials from heights. The General Construction Contractor shall provide and maintain a trash chute at the existing buildings for use by all trades.

M. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

N. Excess concrete, block, terrazzo mix, mortar or grout is the responsibility of the Contractor to remove from the site.

O. Each Contractor working on site shall provide the Construction Manager with one worker as required by the Construction Manager to perform clean up at the site.

3.7 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements".

3.8 PROTECTION AND REPAIR 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. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.

C. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components

that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

D. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

E. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION

SECTION 01 73 10

CUTTING AND PATCHING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including modified General Conditions and other Division 01 Specification Sections, apply to this Section.

B. Refer to Mechanical and Electrical Specification Sections for additional requirements and limitations on cutting and patching of mechanical and electrical work.

C. Each Prime Contractor shall refer to Specification Section 01 10 00 Summary of Work for additional Cutting and Patching requirements.

1.2 SUMMARY

A. This Section specifies the requirements for cutting, patching, demolition and alteration work without limiting the generality implied by the Specifications and Drawings. Refer to Section 01 10 00 for summary / scope of work.

B. Work of this Section applies to Each Prime Contractor and its Subcontractors. Prime Contractor and their Subcontractors shall provide required labor, materials, equipment, layouts, and other information for the cutting, patching, and alteration work shown, specified, or as implied to complete the work as described in this Specification Section or as indicated on the Contract Documents.

1.3 DEFINITIONS

A. Cutting and Patching covers adjustments to, and necessary reworking of, elements of construction in both new and existing work. The following definitions for cutting and patching apply to all Contracts.
   1. Cutting: Physical modification of construction work, both new and existing, or removal of existing or installed materials necessary to permit installation or performance of other Work, including but not limited to; cutting, drilling, core-drilling, chopping, excavating, saw-cutting, trenching, backfill and compaction and other similar operations.
   2. Patching: Restoration, replacement, and installation of construction material, both new and existing, required to restore surfaces to original conditions and maintain fire rated assemblies after installation of other Work.

1.4 DESCRIPTION

A. Unless otherwise noted, each Prime Contractor shall be responsible for all cutting and patching, required in conjunction with the work of their contract and to:
   1. Be familiar with all the Contract Documents, including other trades, to determine the extent of the cutting and patching requirements to be performed.
   2. Ensure all components fit properly.

3. Remove out of sequence work installed prematurely.
4. Remove and correct defective work and work not conforming to requirements of Contract Documents.
5. Provide equipment, labor, materials, and incidentals necessary for cutting and patching as required for the installation of new work.

B. Coordination:
   1. Coordinate the installation of work with the work of other Contractors to minimize cutting and patching.

C. In addition to contract requirements, upon written instructions of the Construction Manager:
   1. All new work must be inspected prior to enclosing. If inspection has not been conducted, Contractor shall uncover newly installed work to provide for Construction Manager and Architect/Engineer's observation.

D. All Contractors shall bare the responsibility not to cut or otherwise alter the Owner's property or any separate Contractors' work except with the written consent of the Owner and of such separate Contractor. The Contractor shall not un-reasonably withhold from the Owner or any separate Contractor, consent to cutting or otherwise altering the work.

E. Each Contractor shall perform cutting and patching required for the installation of the work of their contract except where specifications or drawings specifically indicate otherwise. Each Contractor shall be responsible to review all the Contract Drawings for all trades to determine the extent of the cutting and patching that is required to install the work of their contract.
   1. Demolition, Cutting and Patching as indicated and as necessary to install new work in reconstruction areas of the existing building as indicated and in the new additions to the building as indicated.
   2. Salvage of Materials for reuse in the project, or where directed by the Construction Manager, salvage and delivery of specific items to Owner for its use where indicated or for use by Prime Contractor and Subcontractor for work of their trades as directed. The materials which are in good condition and which are specifically noted on the drawings for reuse in the project, shall be carefully removed and delivered to the Owner's Representative on the premises where directed, except for such items as the Owner may declare to be the Contractor's property to be legally disposed of offsite by the Contractor.
   3. Each Prime Contractor shall bear the cost of all cutting and patching required by and for the installation of their work unless otherwise indicated on the drawings or in the specifications. This shall include but not limited to the following:
      a. Cut existing architectural / structural components of the existing building as required for the installation of new work.
      b. Patch to match existing architectural / structural features after the new work has been installed by the contractor's work forces or work performed by other contractors.
      c. Any modification to structural components required for pipes or conduits to pass through will require approval by the Architect and Structural Engineer.
      d. Each Prime Contractor or their Subcontractor is responsible for the actual cutting, capping, removing, relocating or otherwise making safe equipment, systems, or components of the systems that relate to their Scope of Work.

e. Drilling or core drilling shall be performed by the respective trade requiring it for the installation of their equipment, systems or components of their systems.

f. Review existing building conditions and access to install equipment in the required locations. Systems to be installed in any areas with difficult access may need to be provided in sections. If it is deemed necessary to perform cutting and patching to facilitate access to certain areas to systems, then the responsibility of cutting and patching shall be by the contractor responsible for that system.

g. Furnish and set all sleeves for penetrations in new and existing construction. Contractors shall provide the sleeves as specified, along with an accurate layout of the location of where these sleeves are to be placed. These sleeves shall be numbered, and that number shall correspond to the location of the sleeve shown on the layout drawing.

h. Fire safe all penetrations through fire rated construction created due to the work of their contract. All penetrations through rated construction shall be sealed fire safe by a UL listed approved method. Patching of fire rated assemblies shall be made using new materials equal to the fire rating of the new or existing assembly.

1.5 SUBMITTALS

A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

B. Any modification to structural components will require approval by the Architect and Structural Engineer.

1.6 QUALITY ASSURANCE

A. General: Structural and other conditions shall be verified with the Architect before proceeding with cutting, demolition and alterations work. Inspect structures prior to start of Work and notify the Architect in writing of any conditions detrimental to the execution of the Work.

B. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.

C. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

D. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

E. Costs caused by out of sequence work prematurely installed, defective work, or work not conforming to the Contract Documents, including costs for additional services of the

Construction Manager and Architect/Engineer, will be paid for by the party responsible for out of sequence, rejected or non-conforming work.

F. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
   1. Water, moisture, or vapor barriers.
   2. Membrane and flashings.
   3. Exterior curtain-wall construction.
   4. Equipment supports.
   5. Piping, ductwork, vessels, and equipment.
   6. Noise and vibration-control elements and systems.

1.7 WARRANTY

A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

PART 2 - PRODUCTS

2.1 MATERIALS FOR REPLACEMENT OF WORK REMOVED

A. Materials for each trade or specialty involved in alterations, cutting, and patching shall be furnished and installed as specified in the respective specification sections or as specifically indicated on the drawings.

B. Where materials and installation are required but not specified, use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials. Samples of material finish or color are required for Architect's approval.

C. Supplement relocated materials where required to complete work of the project with similar materials.

PART 3 - EXECUTION

3.1 INSPECTION

A. Inspect existing condition of work, including elements subject to movement or damage during removal of adjacent materials.
   1. Photograph existing damage, which could be misconstrued as damage resulting from the Work of this Contract. State location and date of photograph and file with the Architect prior to starting work.

B. After uncovering work, inspect conditions affecting installation of new products.

3.2 PREPARATION: PRIOR TO CUTTING

A. Provide shoring, bracing and support as required to maintain structural integrity of project.

B. Provide protection for materials on adjacent surfaces.

C. Provide protection when work will be exposed to the elements.

D. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the project that might be exposed during cutting and patching operation. Each Prime Contractor is responsible to cover and protect furniture, equipment, etc. not being used in rooms where furniture and equipment will remain during Contractor working hours.

E. Take all precautions necessary to avoid cutting existing pipe, conduit, or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

A. Remove and store in protected location, material, which is to be reused and relocated.

B. Cutting shall be done in a manner that will not adversely affect the strength of the building. Holes and openings shall be neatly cut so as to provide a finished appearance and shall be patched around the edge where required for a finished appearance.

C. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances and finishes.

D. Restore work, which has been cut or removed. Provide new products to complete work in accordance with requirements of Contract Documents.

E. Refinish entire surfaces as necessary to provide an even finish:
   1. Continuous Surfaces: to nearest intersections.
   2. Assembly: entire refinishing.

F. Fill and patch openings and holes in existing construction when bolts, piping, ducts, conduit and other penetrating items are removed.

G. Visual requirements: Do no cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities or result in visual evidence of cutting and patching. Remove and replace work cut and patched in a visually unsatisfactory manner.

H. 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 the fire resistive and structural integrity of the structures.

I. Firestopping: All products used for through-penetration firestop systems shall be tested and meet all federal, state, and local codes.

J. Cutting: cut existing construction use methods least likely to damage elements to be retained or adjoining construction. Where possible, review proposed procedures with the original installer; comply with the original installer's recommendations.
   1. In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. To avoid marring existing surfaces, cut or drill from the exposed or finished side into concealed surfaces.
   3. Cut through concrete and masonry using a cutting machine such as a Carborundum saw or diamond core drill.

K. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
   1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
   2. 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.
   3. Where removal of walls or partitions extends from one finished are to another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new.
   4. 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.
   5. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch, after the patched area has received primer and second coat.
   6. Patch, repair, or rehang existing ceiling as necessary to provide an even plane surface of uniform appearance.

3.4 CLEANING

A. Daily cleaning of alteration areas of the building shall be the responsibility of each Prime Contractor.

B. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely, paint, mortar, oils, putty, and items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

C. Dust generated by cutting and patching shall be controlled in a manner so as to prevent infiltration into occupied spaces. Contractor(s) responsible for dust infiltrating the existing duct systems shall bare the cost of cleaning these systems.

D. Demolished Materials shall be removed from the project site at frequent intervals. Piles of demolished materials will not be allowed to accumulate.

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
   1. Substantial Completion procedures.
   2. Final completion procedures.
   3. List of incomplete items.
   4. Submittal of project warranties.
   5. Final cleaning.

B. Related Requirements:
   1. Section 01 29 00 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
   2. Section 01 78 23 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
   3. Section 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
   4. Section 01 79 00 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

1.3 DEFINITIONS

A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.5 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest-control inspection.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.7 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit to the Architect a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete and expected completion date.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 14 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
   1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   2. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Construction Manager. Label with manufacturer's name and model number.
      a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Owner's signature for receipt of submittals.
   3. Submit testing, adjusting, and balancing records.
   4. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
   1. Advise Owner of pending insurance changeover requirements.
   2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
   3. Complete startup and testing of systems and equipment.
   4. Perform preventive maintenance on equipment used prior to Substantial Completion.
   5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 79 00 "Demonstration and Training".
   6. Advise Owner of changeover in utility services.
   7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
   8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
   9. Complete final cleaning requirements.

10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of five (5) days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
   1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
   2. Results of completed inspection will form the basis of requirements for Final Completion.

1.8 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
   1. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
   2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
   3. Submit a final Application for Payment in accordance with Section 01 29 00 "Payment Procedures".
   4. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   5. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
   6. Contractor's affidavit of payment of debts and claims on AIA G706 - Contractor's Affidavit of Payment of Debts and Claims.
   7. Contractor affidavit of release of liens on AIA G706A - Contractor's Affidavit of Release of Liens.
   8. Separate releases of liens for subcontractors, suppliers and others with lien rights against property of Owner, together with list of those parties.
   9. Consent of surety to final payment on AIA G707 - Consent of Surety to Final Payment Form.
   10. Certification that no asbestos, lead, mercury, PCB’s or CCA-containing materials were used in construction.
   11. Contractor’s Warranty.
   12. Submit Final Completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate

for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.9 LIST OF INCOMPLETE ITEMS

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor, listed by room or space number.
2. Organize items applying to each space by major element, including categories for ceilings, 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 for Asbestos Abatement, General, Plumbing, HVAC and Electrical Contracts.
    d. Name of Contractor.
    e. Page number.
4. Submit list of incomplete items in the following format:
    a. MS Excel Electronic File: To Architect through the Construction Manager who will return annotated file.

1.10 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. All warranties issued to the Construction Manager shall be transferable to the Owner upon successful and final completion of contract work performed by the Contractor.

C. Related Damages and Losses:

1. When correcting warranted work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

D. Reinstatement of Warranty:

1. When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

E. Replacement Cost:

1. Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding

defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.

F. Owner's Recourse:
   1. Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, right and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

G. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

H. The Owner reserves the right to refuse to accept work for the project where a special warranty, certification, or similar commitment is required on such Work or part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.

I. Partial Occupancy: Submit properly executed warranties within fifteen (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.

J. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

K. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
   1. Submit on digital media acceptable to Architect.

L. Warranties in Paper Form:
   1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
   3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project name, and name of Contractor.

M. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
    b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
    d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    e. Remove snow and ice to provide safe access to building.
    f. 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.
    g. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    h. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
    i. Vacuum and mop concrete and hard floor surfaces.
    j. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    k. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
    l. Remove labels that are not permanent.

m. Wipe surfaces of mechanical and electrical equipment, lift equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
p. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
q. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
r. Clean strainers.
s. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls". Prepare written report.

D. Construction Waste Disposal: Comply with waste-disposal requirements in Section 01 50 00 "Temporary Facilities and Controls".

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations required by Section 01 73 00 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation and maintenance documentation directory manuals.
   2. Emergency manuals.
   3. Systems and equipment operation manuals.
   4. Systems and equipment maintenance manuals.
   5. Product maintenance manuals.

B. Related Requirements:
   1. Section 01 12 00 "Multiple Contract Summary" for coordinating operation and maintenance manuals covering the Work of multiple contracts.
   2. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
   1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
   2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operation and maintenance manuals in the following format:
   1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit by uploading to web-based project software site to Construction Manager.

a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
b. Enable reviewer comments on draft submittals.

2. Submit three (3) paper copies to. Construction Manager.

C. Initial Manual Submittal: Submit electronic draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Final Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.

1. Final copy shall be submitted as paper copies and one electronic copy.

E. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
   b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, subject matter of contents**,** and if more than one (1) volume then indicate Specification Division numbers on bottom of spine. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major

components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.6 REQUIREMENTS FOR OPERATION, AND MAINTENANCE MANUALS

A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:
1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Construction Manager.
7. Name and contact information for Architect.
8. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
9. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according

to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems".

1.7 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:
   1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
   2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
   3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

1.8 SYSTEMS AND EQUIPMENT OPERATION MANUALS

A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
   1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
   2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
   1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
   2. Performance and design criteria if Contractor has delegated design responsibility.
   3. Operating standards.
   4. Operating procedures.
   5. Operating logs.
   6. Wiring diagrams.
   7. Control diagrams.
   8. Piped system diagrams.
   9. Precautions against improper use.
   10. License requirements including inspection and renewal dates.

C. Descriptions: Include the following:
   1. Product name and model number. Use designations for products indicated on Contract Documents.
   2. Manufacturer's name.
   3. Equipment identification with serial number of each component.
   4. Equipment function.
   5. Operating characteristics.
   6. Limiting conditions.

7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

F. Piped Systems: Diagram piping as installed and identify color coding where required for identification.

1.9 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.

C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract

Documents. Identify data applicable to the Work and delete references to information not applicable.

a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
1. Do not use original project record documents as part of maintenance manuals.

1.10 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Color, pattern, and texture.
   4. Material and chemical composition.
   5. Reordering information for specially manufactured products.

E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Schedule for routine cleaning and maintenance.
   5. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
   1. Record Drawings.
   2. Record specifications.
   3. Record Product Data.
   4. Miscellaneous record submittals.
   5. Contractors' Daily Reports.
   6. Concrete Pour Cards.

B. Related Requirements:
   1. Section 01 12 00 "Multiple Contract Summary" for coordinating Project Record Documents covering the Work of multiple contracts.
   2. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
   3. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
   1. Number of Copies: Submit copies of Record Drawings for the Contractors Scope of work as follows:
      a. Initial Submittal:
         1. Submit PDF electronic files of scanned record prints.
         2. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
      b. Final Submittal:
         1. Submit PDF electronic files of scanned Record Prints and one set of marked-up record prints.
         2. Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications for the Contractors scope of work.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories and one (1) paper copy of each submittal.

E. Reports: Submit written report monthly indicating items incorporated into Project Record Documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.4 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
   1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
      a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
      b. Accurately record information in an acceptable drawing technique.
      c. Record data as soon as possible after obtaining it.
      d. Record and check the markup before enclosing concealed installations.
      e. Cross-reference record prints to corresponding photographic documentation.
   2. Content: Types of items requiring marking include, but are not limited to, the following:
      a. Dimensional changes to Drawings.
      b. Revisions to details shown on Drawings.
      c. Depths of foundations.
      d. Locations and depths of underground utilities.
      e. Revisions to routing of piping and conduits.
      f. Revisions to electrical circuitry.
      g. Actual equipment locations.
      h. Duct size and routing.
      i. Locations of concealed internal utilities.
      j. Changes made by Change Order or Construction Change Directive.
      k. Changes made following Architect's written orders.
      l. Details not on the original Contract Drawings.
      m. Field records for variable and concealed conditions.
      n. Record information on the Work that is shown only schematically.
   3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
   4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
   5. Mark important additional information that was either shown schematically or omitted from original Drawings.
   6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Construction Manager. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
   1. Format: Annotated PDF electronic file with comment function enabled.
   2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
   3. Refer instances of uncertainty to Architect through the Construction Manager for resolution.

C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" along with Contractor name in a prominent location on each drawing.
   1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
   2. Format: Annotated PDF electronic file with comment function enabled.
   3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
   4. Identification: As follows:
      a. Project name.
      b. Date.
      c. Designation "PROJECT RECORD DRAWINGS".
      d. Name of Architect and Construction Manager.
      e. Name of Contractor.

D. RECORD DRAWINGS shall not bear the seal or signature of the Architect or the Engineer.

1.5 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
   3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
   4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
   5. Note related Change Orders and Record Drawings where applicable.

B. Format: Submit record specifications as annotated PDF electronic file.

1.6 RECORD PRODUCT DATA

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.

B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
   3. Note related Change Orders and Record Drawings where applicable.

C. Format: Submit Record Product Data as annotated PDF electronic file.
   1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.7 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.
   1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.8 MAINTENANCE OF RECORD DOCUMENTS

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Construction Manager reference during normal working hours.

1.9 CONTRACTOR'S DAILY REPORT

A. Form: Provided by Construction Manager OR Each Prime Contractor will be required to input Daily Report information into Prolog Website.

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 Manpower trades and classifications to be used.
11. Temperature and weather conditions.

1.10 CONCRETE POUR CARDS

A. Contractors pouring concrete shall fill out the card and procure the required signatures prior to the pouring. All applicable trades shall coordinate in facilitating this procedure.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 79 00

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including modified General 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. Instruction in operation and maintenance of systems, subsystems, and equipment.
   2. Demonstration and training video recordings.

1.3 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
   1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

B. Qualification Data: For instructor.

C. Attendance Record: For each training module, submit a 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 one copy 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, if applicable.
      e. Name of Contractor.
      f. Date of video recording.

1.5 QUALITY ASSURANCE

A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements", experienced in operation and maintenance procedures and training.

B. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.

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.

1.7 INSTRUCTION

A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

B. 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 Architect and Construction Manager with at least seven (7) days' advance notice.

C. 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.

1.8 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. General: Engage a qualified commercial videographer to record demonstration(s) and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.

B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of twelve (12) megapixels and capable of recording in full HD mode with vibration reduction technology.
   1. Submit video recordings on thumb drive.
   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 on 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 recording that describes the following for each Contractor involved on the Project, arranged according to Project Manual table of contents:
      a. Name of Contractor/Installer.

b. Business address.
c. Business phone number.
d. Point of contact.
e. Email 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 a 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: Verify light levels are adequate to properly light equipment. Verify 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 a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

G. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION