

PROJECT MANUAL
For



SOUTH SENECA
CENTRAL SCHOOL DISTRICT

VOLUME 1

SOUTH SENECA CENTRAL SCHOOL DISTRICT

2022 Capital Improvement Project Phase 2

7263 MAIN STREET

OVID, NY 14847

OVID JR/SR HIGH SCHOOL SED#: 56-05-01-04-0-001-025

INTERLAKEN ELEMENTARY SCHOOL SED#: 56-05-01-04-0-004-026

The design of this project conforms to all applicable provisions of the New York State Uniform Fire Prevention and Building Code, the Energy Conservation Construction Code of New York State, and the building standards of the New York State Education Department

ISSUED TO SED March 07, 2025
ISSUED FOR BID OCTOBER 03, 2025

HUNT 2541-040

SECTION 00 01 12
TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

VOLUME I

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- 00 01 12 - Table of Contents
- 00 01 15 - List of Drawing Sheets
- 00 11 13 - Advertisement for Bids
- 00 12 00 - Request for Information
- 00 21 13 - Instructions to Bidders (AIA A701)
- 00 31 32 - Geotechnical Data
- 00 41 13 - Bid Form
- 00 43 13 - Bid Bond (AIA A310)
- 00 44 00 - Equivalent Listing
- 00 45 13 - Qualifications Statement (AIA A305 and Exhibits A - E)
- 00 45 19 - Non-Collusion Affidavit
- 00 45 43 - Corporate Resolution
- 00 45 46.01 - Iran Divestment Act Certification
- 00 45 46.02 - Federal and State Certification
- 00 52 00 - Standard Form of Agreement (AIA A132)
- 00 61 13.13 - Performance Bond (AIA A312)
- 00 61 13.16 - Payment Bond (AIA A312)
- 00 62 16 - Sample Insurance Certificate with Supplemental Attachment (AIA Document G715)
- 00 72 00 - General Conditions of the Contract for Construction (AIA A232)
- 00 73 43 - Wage Rate Requirements

SPECIFICATIONS

DIVISION 01 -- GENERAL REQUIREMENTS

- 01 12 00 - Multiple Contract Summary
- 01 20 00 - Price and Payment Procedures
- 01 21 00 - Allowances
- 01 22 00 - Unit Prices

- 01 23 00 - Alternates
- 01 25 00 - Substitution Procedures
- 01 29 00 - Payment Procedures
- 01 30 00 - Administrative Requirements
- 01 31 00 - Project Management and Coordination
- 01 32 16 - Construction Progress Schedule
- 01 33 29.07 - Prohibited Content Installer Certification
- 01 35 17 - Alteration Project Procedures
- 01 40 00 - Quality Requirements
- 01 40 00 - Quality Control
- 01 41 00 - Work Restrictions
- 01 41 13 - Codes
- 01 45 33 - Code-Required Special Inspections and Procedures
- 01 50 00 - Temporary Facilities
- 01 51 00 - Temporary Utilities
- 01 51 10 - Life Safety Requirements During School Construction
- 01 57 13 - Temporary Erosion and Sediment Control
- 01 60 00 - Product Requirements
- 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions
- 01 70 00 - Execution and Closeout Requirements
- 01 74 19 - Construction Waste Management and Disposal
- 01 78 00 - Closeout Submittals

VOLUME II

00 01 12 - Table of Contents

DIVISION 02 -- EXISTING CONDITIONS - NOT USED

DIVISION 03 -- CONCRETE

03 30 00 - Cast-in-Place Concrete

03 54 00 - Cast Underlayment

DIVISION 04 -- MASONRY - NOT USED

DIVISION 05 -- METALS - NOT USED

DIVISION 06 -- WOOD, PLASTICS, COMPOSITES - NOT USED

06 10 00 - Rough Carpentry

06 17 53 - Shop-Fabricated Wood Trusses

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

07 05 53 - Fire and Smoke Assembly Identification

07 25 00 - Weather Barriers

07 84 00 - Firestopping

07 92 00 - Joint Sealants

DIVISION 08-- OPENINGS

08 11 16 - Aluminum Doors and Frames

08 33 23 - Overhead Coiling Doors

08 44 13 - Glazed Aluminum Curtain Walls

08 71 00 - Door Hardware

08 80 00 - Glazing

DIVISION 09-- FINISHES

09 05 61 - Common Work Results for Flooring Preparation

09 21 16 - Gypsum Board Assemblies

09 30 00 - Tiling

09 51 00 - Acoustical Ceilings

09 65 00 - Resilient Flooring

09 67 00 - Fluid-Applied Flooring

09 72 00 - Wall Coverings

09 91 23 - Interior Painting

DIVISION 10-- SPECIALTIES

10 14 23 - Panel Signage

10 21 13.19 - Plastic Toilet Compartments

DIVISION 11-- EQUIPMENT - NOT USED

DIVISION 12-- FURNISHINGS

12 36 00 - Countertops

12 48 13 - Entrance Floor Mats and Frames

DIVISION 13-- SPECIAL CONSTRUCTION - NOT USED

DIVISION 14-- CONVEYING EQUIPMENT

14 26 00 - Limited-Use/Limited-Application Elevators

14 28 19 - Elevator Equipment

DIVISION 19 - THEATRICAL EQUIPMENT - NOT USED

VOLUME III

00 01 12 - Table of Contents

DIVISION 21 -- FIRE SUPPRESSION - NOT USED

DIVISION 22 -- PLUMBING

22 05 53 - Identification for Plumbing Piping and Equipment

22 07 19 - Plumbing Piping Insulation

22 10 05 - Plumbing Piping and Specialties

22 40 00 - Plumbing Fixtures

DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) - NOT USED

23 37 00 - Air Outlets and Inlets

DIVISION 25 - INTEGRATED AUTOMATION - NOT USED

DIVISION 26 -- ELECTRICAL

26 05 00 - Common Work Results For Electrical

26 05 05 - Selective Demolition for Electrical

26 05 19 - Low-Voltage Electrical Power Conductors and Cables

26 05 26 - Grounding and Bonding for Electrical Systems

26 05 29 - Hangers and Supports for Electrical Systems

26 05 33.13 - Conduit for Electrical Systems

26 05 33.16 - Boxes for Electrical Systems

26 05 33.23 - Surface Raceways for Electrical Systems

26 05 53 - Identification for Electrical Systems

26 05 83 - Wiring Connections

26 09 23 - Lighting Control Devices

26 24 16 - Panelboards

26 27 26 - Wiring Devices

26 28 16.16 - Enclosed Switches

26 51 00 - Interior Lighting

26 56 00 - Exterior Lighting

DIVISION 27 -- COMMUNICATIONS

- 27 05 26 - Grounding and Bonding For Communications Systems
- 27 05 28 - Pathways For Communications Systems
- 27 05 53 - Identification For Communications Systems
- 27 10 05 - Communications Copper Cabling

DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY

- 28 10 00 - Access Control
- 28 46 21.16 - Existing Fire Alarm System

DIVISION 31 -- EARTHWORK

- 31 10 00 - Site Clearing
- 31 22 00 - Grading
- 31 23 16 - Excavation
- 31 23 16.13 - Trenching
- 31 23 23 - Fill

DIVISION 32 -- EXTERIOR IMPROVEMENTS

- 32 01 90 - Operation and Maintenance of Planting
- 32 11 23 - Aggregate Base Course
- 32 13 13 - Concrete Paving
- 32 91 19 - Landscape Grading
- 32 92 19 - Seeding

DIVISION 33 -- UTILITIES - NOT USED

- 33 05 61 - Concrete Manholes
- 33 31 23 - Sanitary Sewerage Force Main Piping
- 33 32 18 - Pumps

DIVISION 34 - TRANSPORTATION - NOT USED

DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION - NOT USED

DIVISION 40 - PROCESS INTEGRATION - NOT USED

DIVISION 41 - MATERIAL PROCESSING AND HANDLING EQUIPMENT - NOT USED

DIVISION 42 - PROCESS HEATING, COOLING, AND DRYING EQUIPMENT - NOT USED

DIVISION 43 - PROCESS GAS AND LIQUID HANDLING, PURIFICATION AND STORAGE - NOT
USED

DIVISION 44 - POLLUTION CONTROL EQUIPMENT - NOT USED

DIVISION 45 - INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT - NOT USED

DIVISION 46 - WATER AND WASTEWATER EQUIPMENT - NOT USED

DIVISION 48 - ELECTRICAL POWER GENERATION - NOT USED

END OF SECTION

SECTION 00 01 15
LIST OF DRAWING SHEETS

VOLUME I

GENERAL

G1.1 SYMBOLS & ABBREVIATIONS

OVID MIDDLE/HIGH SCHOOL

CODE COMPLIANCE DRAWINGS

HS-CO1.1 FIRST FLOOR CODE COMPLIANCE PLAN

HS-CO1.2 SECOND FLOOR CODE COMPLIANCE PLAN

STRUCTURAL DRAWINGS

HS-S0.1 STRUCTURAL GENERAL NOTES

HS-S1.1 FOUNDATION AND FRAMING PLANS

HS-S2.1 FOUNDATION AND FRAMING DETAILS

ARCHITECTURAL DRAWINGS

HS-A1.1 FIRST FLOOR PLAN AND DETAILS

HS-A8.1 FIRST FLOOR FINISH PLAN - AREA B & D

HS-A8.2 FIRST FLOOR WALL FINISH PLAN - PARTIAL AREA A, C, & D

HS-A8.3 FIRST AND SECOND FLOOR WALL FINISH PLAN - AREA C,D,& E

HS-A9.1 INTERIOR FINISH KEY AND SCHEDULES

HS-A9.2 INTERIOR SIGN TYPES

HS-A9.3 INTERIOR SIGNAGE PLACEMENT PLAN - FIRST FLOOR

HS-A9.4 INTERIOR SIGNAGE PLACEMENT PLAN - SECOND FLOOR.

ELECTRICAL DRAWINGS

HS-E1.1 PARTIAL FIRST FLOOR ELECTRICAL PLAN - AREA A AND B

HS-E1.2 PARTIAL FIRST FLOOR ELECTRICAL PLAN - AREA D AND E

PLUMBING DRAWINGS

HS-P0.1 BASEMENT SANITARY DEMOLITION PLAN - AREA B

HS-P1.1 BASEMENT SANITARY NEW WORK PLAN - AREA B

MECHANICAL DRAWINGS

HS-H1.1 FIRST FLOOR HVAC PLAN - AREA B

TECHNOLOGY DRAWINGS

HS-T1.1 FIRST FLOOR TECHNOLOGY PLAN

HS-T2.1 TECHNOLOGY DETAILS

INTERLAKEN ELEMENTARY SCHOOL

CODE COMPLIANCE DRAWINGS

ES-CO1.1 CODE COMPLIANCE AND KEY PLANS

ES-CO1.2 CODE COMPLIANCE AREA PLANS

SITE DRAWINGS

ES-L1.1 SITE DEMOLITION, IMPROVEMENT, AND UTILITY PLANS

ES-L2.1 GRADED BERM PLAN

ES-L3.1 SITE DETAILS

ARCHITECTURAL DRAWINGS

ES-A1.1 TOILET ROOM PLANS, ELEVATIONS, AND DETAILS

ES-A1.2 ALTERNATE TOILET ROOM PLANS

ES-A8.1 FIRST AND SECOND FLOOR FINISH PLAN - PARTIAL AREA A

ES-A8.2 FIRST FLOOR WALL FINISH PLAN - AREA A

ES-A8.3 FIRST FLOOR WALL FINISH PLAN - PARTIAL AREA B, C, & D

ES-A9.1 INTERIOR FINISH KEY AND SCHEDULES

ES-A9.2 INTERIOR SIGNAGE TYPES

ES-A9.3 INTERIOR SIGNAGE PLACEMENT PLANS

MECHANICAL DRAWINGS

ES-H1.1 MECHANICAL PLANS FOR ALTERNATES #1 & #2

ELECTRICAL DRAWINGS

ES-E0.1 PARTIAL FIRST/SECOND FLOOR DEMOLITION PLAN - AREA A

ES-E1.1 PARTIAL FIRST/SECOND FLOOR POWER PLAN - AREA A

ES-E1.2 PARTIAL FIRST FLOOR ELECTRICAL PLAN = AREA B & C

- ES-E2.1 PARTIAL FIRST-SECOND FLOOR LIGHTING PLAN - AREA A
- ES-E3.1 SITE ELECTRICAL UTILITY PLAN

PLUMBING DRAWINGS

- ES-P0.1 PLUMBING DEMOLITION PLAN - AREA A & C
- ES-P0.2 FIRST FLOOR DEMOLITION - AREA C & PARTIAL AREA D
- ES-P1.1 FIRST & SECOND FLOOR PLUMBING PLAN - AREA A
- ES-P1.2 FIRST FLOOR SANITARY - AREA B & PARTIAL AREA D

END OF SECTION

SECTION 00 11 13
ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN, that sealed bids, in DUPLICATE, are sought and requested by the **South Seneca Central School District (hereinafter called "Owner")**, for the construction of the following Project:

2022 Capital Improvement Project Phase II

Bids are requested for multiple prime contracts for General Trades Work, HVAC Work, Electrical Work, and Plumbing Work, in accordance with Drawings, Project Manual, and other Bidding and Contract Documents prepared by Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC 100 Hunt Center, Airport Corporate Park, Horseheads, NY 14845.

Sealed bids will be received by the Owner until 3 P.M. local time on November 5,, 2025 at South Seneca Central School District office, South Seneca Central School District Ovid,, NY 14521, at which time and place all bids will be opened and publicly read aloud.

The Bidding Documents and Bid Forms may be examined at the following:

The Builders Exchange of the Southern Tier: www.bxstier.com
East - 15 Belden Street, Binghamton NY 13903 West - 65 E. Main St., Falconer, NY 14733

Builders Exchange of Rochester, 180 Linden Oaks, Suite 100, Rochester, NY 14625-2837

Construction Exchange of Buffalo & Western New York. 2660 Williams Street, Cheektowaga, NY 14227

Syracuse Builders Exchange, 6563 Ridings Rd., Syracuse, NY 13206

Dodge Data and Analytics, 2860 S State Hwy 161, Ste.160 #501 Grand Prairie, TX 75052
www.construction.com

Construction Market Data (CMD), a ConstructConnect Company. Subscribers only; website:
www.cmdgroup.com

South Seneca Central School District

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC Airport Corporate Park,
100 Hunt Center, Horseheads, NY 14845-1019

Bid Documents are also available for electronic viewing at www.HUNT-EASplans.com;
including an up to date Plan Holders list.

Bid Documents may be obtained from the document distributor: Dataflow, Inc. via their designated web portal: www.nyplanroom.com. Office: 210 W. Gray Street, Elmira, NY 14901, phone (607) 734-8955 or (607) 772-2001 or BidSupport@goDataflow.com. Ordering from this web portal automatically places the prospective bidder on the plan holders' list. This designated web portal will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a bid for the project. All official notifications, addenda, and other bidding documents will be offered through the designated web portal with notifications to registered bidders. Neither the Owner, Construction Manager, Architect/Engineer, nor Dataflow, Inc., as applicable will be responsible for bidding documents, including addenda, if any, that are obtained from sources other than the designated web portal.

Bid documents including plans and specifications are available for electronic download for a non-refundable fee of \$49.00, payable by credit card. Bid documents including printed sets of plans and specifications may be ordered in paper format for a refundable fee of \$25.00, payable by credit card. Non-refundable shipping charges may apply.

Refunds for printed sets will be made by Dataflow directly to the credit card provided by the bidder. Refunds for payment of one (1) copy of the printed sets will be made to those submitting bids on the forms furnished, if the printed set is returned in good condition to Dataflow within 30 days from the award of the contract or rejection of bids. Any non-bidder may be refunded their deposit only upon returning printed set PRIOR to bid opening.

All questions prior to bid opening must be received by the close of business on October 25, 2025. Questions shall be directed to Joshua Bezio at Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC at email Bezioj@hunt-eas.com. All bidders request for information shall use the form located in specification 00 12 00 - Request for Information. A digital copy of this form is available upon request.

As bid security, each Bid shall be accompanied by a certified check or Bid Bond made payable to Owner, in accordance with the amounts and terms described in the INSTRUCTIONS TO BIDDERS.

The Owner requires that all bids shall comply with the bidding requirements specified in the INSTRUCTIONS TO BIDDERS. The Owner may, at their discretion, waive informalities in bids, but is not obligated to do so, nor does this represent that they will do so. The Owner also reserves the right to reject any and all bids. Under no circumstances will the Owner waive any informality which, by such waiver, would give one Bidder a substantial advantage or benefit not enjoyed by all other Bidders. No Bidder may withdraw their Bid before forty-five (45) days after the actual date of the opening thereof, unless a mistake due to error is claimed by the Bidder in accordance with INSTRUCTIONS TO BIDDERS.

Attention of Bidders is particularly called to requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

A Pre-Bid conference for all Bidders will be held on October 21, 2025 at 3:00 P.M. at the South Seneca CSD - Ovid Campus for the purpose of reviewing the bidding procedures, the scope of work, and inspecting the proposed work areas.

Additional site visits are permitted by appointment only. Appointments shall be scheduled with Joshua Bezio, Architect; phone: 607-483-9286.

Kyle Colunio , Superintendent of Schools

South Seneca Central School District

SECTION 00 12 00
REQUEST FOR INFORMATION

DATE: _____.

CONTRACT: _____.

DRAWING: _____.

SPECIFICATION SECTION: _____.

REQUEST: INCLUDE ATTACHMENTS AS REQUIRED TO CLARIFY QUESTION:

_____.
_____.
_____.
_____.
_____.
_____.

Requested by: _____
Name / Company Name

Contact Information: Phone _____ E-mail: _____.

ANSWER:

_____.
_____.
_____.
_____.
_____.

By: _____ Date: _____ RFI #: _____.



AIA® Document A701® – 2018

Instructions to Bidders

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

South Seneca CSD - 2022 Capital Improvement Project PH 2
South Seneca Central School District
7263 Main St.
Ovid, New York 14521
Hunt # 2541-040

THE OWNER:

(Name, legal status, address, and other information)

South Seneca Central School District
7263 Main St.
Ovid, New York 14521

THE ARCHITECT:

(Name, legal status, address, and other information)

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC
Airport Corporate Park
100 Hunt Center
Horseheads, NY 14845

TABLE OF ARTICLES

1	DEFINITIONS
2	BIDDER'S REPRESENTATIONS
3	BIDDING DOCUMENTS
4	BIDDING PROCEDURES
5	CONSIDERATION OF BIDS
6	POST-BID INFORMATION
7	PERFORMANCE BOND AND PAYMENT BOND
8	ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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.

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.)

Bidding Documents are available in paper copy or electronic format, as outlined in the Advertisement for Bids.

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

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Requests shall be on form provided in the Bidding Documents, and submitted electronically, as outlined in the Advertisement for Bids.

§ 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.)

Addenda, where practical, will be transmitted electronically regardless of how Bidding Documents were received. In all other instances, Addenda will be issued in paper copy.

§ 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.

§ 3.5 Or Equal Clause

§ 3.5.1 The use of manufacturer's brand names, catalog numbers, and similar proprietary identifying data in the contract documents are not intended to eliminate from consideration products that are equivalent in quality, appearance and function to those specified. Where, in the specifications, certain kinds, types, brands, or manufacturers of materials are named, they shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal, and the contractor may select one of those items. Further, the contractor may be requested to submit information describing in specific detail, wherein the bid material differs from the quality and performance required by the base specifications, and such other information as may be required by the Architect. The risk of acceptance of bid equivalents is the responsibility of the contractor.

§ 3.5.2 If the contractor desires to use any kind, type, brand, or manufacturer of material other than those named in the Specification, he shall indicate in writing on the form included in Specification Section 00 44 00 Equivalent Listing, prior to award of contract, that kind, type, brand, or manufacture is included in the base and/or alternate bids for the specified item(s).

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.)

Bid security shall be in the amount of 5% of the bid amount, cash will not be accepted as bid security. Bid security shall be in one of the following forms:

- a. Bid Bond from a company listed on Treasury Circular 570.
- b. Certified Check.
- c. Bank Check.

§ 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, beginning 45 days 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:

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

Bids shall be submitted in paper copy as outlined in the Advertisement for Bids, and in accordance with Article 4 of these Instructions.

§ 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.)

Notwithstanding any other provisions or regulations, the bid security shall be returned to the Bidder, at the address listed on the Bid Form as soon as is reasonable and practical.

§ 4.4.4 The stipulated time period after the receipt of bids during which bids may not be withdrawn is 45 calendar days. The stipulated time period within which alternates may not be withdrawn by the successful bidder is 120 days after acceptance of the bid.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner 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, unless such a Statement has been previously required and submitted for this Bid.

§ 6.1.1 A copy of Contractor's Qualification Statement - AIA Document A305 is included for reference.

§ 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.
- .4 a Schedule of Values broken down by Specification Section for all portions of the work, unless otherwise noted in Section 01 20 00.**

§ 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. **The surety company shall be listed in the latest issue of the U.S. Treasury Circular 570.**

§ 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.

§ 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:~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

.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

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:25:09 ET on 02/10/2025 under Order No. 3104238744 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

SECTION 00 31 32
GEOTECHNICAL DATA

PART 1 GENERAL

1.1 SUBSURFACE INVESTIGATION REPORT

- A. The following Geotechnical Report, prepared by Intertek PSI for the South Seneca Central School District; Report No. 08061485 Dated October 25, 2023. For the 2022 Capital Improvements project, describes the result of the subsurface investigation made on the site. This report and the tabulated results of the borings are included for the Contractor's information only. The Contractor shall determine soil conditions and shall accept conditions as they exist.
- B. The data on indicated subsurface conditions are not intended as representation or warranties of the continuity of such conditions between soil borings. It is expressly understood that the Owner will not be responsible for interpretations or conclusions drawn therefrom by the Contractor. The data is made available for the convenience of the Contractor.
- C. The Contractor is responsible for any conclusions drawn from soil investigation data. If the Contractor prefers not to assume such risk, he is under obligation to employ his own experts to analyze available information. The Contractor is responsible for any consequences resulting from actions taken by the Contractor on conclusions obtained.

PART 2 PRODUCTS - (NOT USED)

PART 3 EXECUTION

3.1 ATTACHMENTS - GEOTECHNICAL REPORT ATTACHED
END OF SECTION



Intertek-PSI
3784 Commerce Court
Suite 300
North Tonawanda, NY 14120

Tel +1 716 694 8657
Fax +1 716 694 8638
intertek.com/building

October 25, 2023

South Seneca Central School District
7263 Main Street
Ovid, New York 14521
Attn.: Mr. Stephen Parker Zielinski
Superintendent

Subject: **Geotechnical Engineering Services Report**
South Seneca Central School District
Proposed 2022 Capital Improvement Project
Ovid High School – 7263 Main Street – Ovid, Seneca County, New York 14521
Interlaken Elementary School – 8326 North Main St. – Interlaken, Seneca County, New York 14847
PSI Project No: 08061485

Dear Mr. Zielinski:

Thank you for choosing Professional Service Industries, Inc. (Intertek-PSI), an Intertek Company, as your consultant for the above referenced project.

Per your authorization, Professional Service Industries, Inc. has completed a Geotechnical Engineering Study for the above referenced project. The results of the study are discussed in the accompanying report. An electronic PDF copy has previously been emailed.

It is considered imperative that the geotechnical engineer and/or their representative be present during earthwork operations, foundation and floor slab installations to observe the field conditions with respect to the design assumptions and specifications. Professional Service Industries, Inc. will not be held responsible for interpretations and field quality control observations made by others.

Should there be any questions, please do not hesitate to contact our office at (716) 694-8657. Professional Service Industries, Inc. would be pleased to continue providing geotechnical services throughout the implementation of the project, and we look forward to working with you and your organization on this and future projects.

Respectfully submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.

A handwritten signature in black ink, appearing to read "Charles T. Forth".

Charles T. Forth
Branch Manager



GEOTECHNICAL ENGINEERING
SERVICES REPORT

For the proposed

South Seneca Central School District
Proposed 2022 Capital Improvement Project
Ovid High School
7263 Main Street (New York State Route 96A)
Ovid, Seneca County, New York 14521
Interlaken Elementary School
8326 North Main Street (New York State Route 96)
Interlaken, Seneca County, New York 14847

Prepared for

South Seneca Central School District
7263 Main Street
Ovid, New York 14521

Prepared by

Professional Service Industries, Inc.
3784 Commerce Court, Suite 300
North Tonawanda, New York 14120
Telephone (716) 694-8657
Fax (716) 694-8638

PSI PROJECT NO. 08061485

October 25, 2023



A handwritten signature in black ink, appearing to read "Charles T. Forth".

Charles T. Forth
Branch Manager

TABLE OF CONTENTS

1	PROJECT INFORMATION.....	2
1.1	PROJECT AUTHORIZATION	2
1.2	PROJECT DESCRIPTION	2
1.2.1	<i>Ovid High School.....</i>	<i>2</i>
1.2.2	<i>Interlaken Elementary School.....</i>	<i>3</i>
1.3	PURPOSE AND SCOPE OF WORK.....	4
1.3.1	<i>Field Exploration & Infiltration Testing – Ovid High School</i>	<i>4</i>
1.3.2	<i>Field Exploration & Infiltration Testing – Interlaken Elementary School.....</i>	<i>5</i>
1.3.3	<i>Laboratory Testing</i>	<i>6</i>
2	SITE AND SUBSURFACE CONDITIONS	7
2.1	SITE LOCATIONS AND DESCRIPTIONS	7
2.1.1	<i>Ovid High School.....</i>	<i>7</i>
2.1.2	<i>Interlaken Elementary School.....</i>	<i>8</i>
2.2	SUBSURFACE CONDITIONS	9
2.2.1	<i>Local Geology</i>	<i>9</i>
2.2.2	<i>Test Borings – Ovid High School.....</i>	<i>9</i>
2.2.3	<i>Test Borings – Interlaken Elementary School.....</i>	<i>11</i>
2.3	INFILTRATION TESTING	12
2.3.1	<i>Infiltration Testing – Ovid High School.....</i>	<i>12</i>
2.3.2	<i>Infiltration Testing – Interlaken Elementary School.....</i>	<i>14</i>
2.4	GROUNDWATER CONDITIONS.....	16
3	OBSERVATIONS AND EVALUATIONS	18
3.1	GENERAL	18
3.2	SITE PREPARATION	19
3.3	ROCK EXCAVATION – INTERLAKEN ELEMENTARY SCHOOL.....	20
3.4	FILL MATERIAL AND PLACEMENT	20
3.5	FOUNDATION RECOMMENDATIONS – OVID HIGH SCHOOL.....	22
3.6	SETTLEMENT	23
3.7	SEISMIC DESIGN.....	23
3.8	FLOOR SLAB RECOMMENDATIONS – OVID HIGH SCHOOL.....	24
3.9	UTILITIES TRENCHING	25
3.10	SILTATION CONTROL.....	26
3.11	PAVEMENT DESIGN	27
3.11.1	<i>Drainage of Pavement Structures.....</i>	<i>27</i>
3.11.2	<i>Flexible Pavement Design</i>	<i>28</i>
3.11.3	<i>Flexible Pavement Section</i>	<i>29</i>
3.11.4	<i>Concrete Pavement.....</i>	<i>30</i>
3.11.5	<i>Civil Design Considerations Pavements</i>	<i>30</i>
4	CONSTRUCTION CONSIDERATIONS.....	32
4.1	GROUNDWATER CONTROL.....	32
4.2	SUBGRADE PREPARATION	32
5	EXCAVATIONS.....	33
6	CONSTRUCTION CONSIDERATIONS.....	34
7	GEOTECHNICAL RISK	35
8	REPORT LIMITATIONS	36

FIGURE 1: SITE LOCATION PLANS

FIGURE 2: BORING LOCATION PLANS

APPENDIX A

BORING LOGS



Project Number: 08061485
South Seneca Central School District – Multiple Sites
October 25, 2023
Page 1

GENERAL NOTES
UNIFIED SOIL CLASSIFICATION SYSTEM
GRAIN SIZE DISTRIBUTION REPORT
PAVEMENT CORE PHOTO LOG



1 PROJECT INFORMATION

1.1 PROJECT AUTHORIZATION

Professional Service Industries, Inc. (Intertek-PSI), an Intertek Company has completed a geotechnical engineering exploration for the South Seneca Central School District – Proposed 2022 Capital Improvement Project located at the Ovid High School and the Interlaken High School located in Ovid and Interlaken, Seneca County, New York. Written authorization to proceed with this geotechnical engineering evaluation and analysis was provided by Mr. Josh Bezio, AIA, Associate, Project Manager/Architect with Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC in the form of a copy of PSI Proposal No. 0806-390106 – Revision 1 signed by Mr. Stephen Parker Zielinski, Superintendent with the South Seneca Central School District on March 9, 2023. Professional Service Industries, Inc.’s services for this project were performed in accordance with PSI Proposal No. 0806-390106 – Revision 1, dated January 5, 2023 (Revised January 31, 2023).

1.2 PROJECT DESCRIPTION

Project information was obtained from Mr. Bradley Sherman, PhD, PE of Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC. The following drawings and scope of work were provided:

- One (1) Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC project drawing dated November 22, 2022 and revised April 21, 2023, numbered GE-1, and titled “HS Geotech Scope – Borings & Infiltration” containing proposed soil boring locations, proposed infiltration test locations, proposed pavement soil boring locations, approximate locations of underground utilities, locations of existing parking and drive areas, the location of the existing on-site structures, and existing topographic information.
- One (1) Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC project drawing dated November 22, 2022, numbered GE-2, and titled “ES Geotech Scope – Borings & Infiltration” containing approximate infiltration test locations, approximate locations of underground utilities, locations of existing parking and drive areas, the location of the existing on-site structures, and existing topographic information.

1.2.1 OVID HIGH SCHOOL

It is understood that the project is going to consist of improvements to South Seneca Central School District’s Ovid High School. The project consists of the construction of a new “Transportation Facility”, which will be located within the northwestern portion of the northern parking lot. The exact location of the proposed Transportation Facility is currently unknown. The Transportation Facility will consist of an approximate twelve thousand (12,000) square foot pre-engineered metal building. The foundations for this building are anticipated to be standard spread and strip footings. The floor system will be a slab on grade. Interior to the building there will be two (2) elevated mezzanines for storage. On the north side of the building there will be a steel framed mezzanine and on the south side there will be one supported on masonry bearing walls. Both mezzanines will have steel framing and a concrete elevated slab. Structural loadings as provided by Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC are as follows:

- Column Spread Footings: One-hundred (100) kips (maximum)
- Exterior Strip Footings: One-half (0.5) to one and one-half (1.5) kips per linear foot (klf)



- Interior Strip Footings: Two (2) kips per linear foot (klf)
- Slab-on-Grade Office: One-hundred (100) pounds per square foot
- Slab-on-Grade Bus Bays: H-20 Loading

Underground stormwater systems will also be constructed as part of the project. Additional scope items include new and updated storm lateral and storm conveyance system upgrades, new truck well and delivery turnaround, ramp, and sidewalk upgrades, fuel tank relocation, other utilities, grading, landscaping, lighting, and erosion and sediment control (E&SC) measures.

Surrounding the building and around the campus, there will be significant pavement renovations. The proposed work consists of new full depth replacement of asphalt parking areas and subbase. Traffic loading information was not provided. Therefore, this geotechnical engineering services report on the pavement being constructed with a life expectancy similar to an equivalent traffic loading condition of *light duty* pavement having a maximum wheel load of six-thousand (6,000) pounds, an Equivalent Single Axle Loading of 15,000 ESALs, medium *duty* pavement having a maximum wheel load of nine-thousand (9,000) pounds, an Equivalent Single Axle Loading of 60,000 ESALs, and *heavy duty* pavement having a maximum wheel load of twelve thousand (12,000) pounds, an Equivalent Single Axle Loading of 500,000 ESALs, respectively.

Vehicle and pavement loadings were not provided for this report. Therefore, vehicle and pavement loadings and asphaltic concrete pavement criteria for this report are as follows:

Design Life (years):	20
Terminal Serviceability:	2.5
Reliability Level	85%
Initial Serviceability:	4.2
Terminal Serviceability:	2.0
Standard Deviation for	
Flexible Pavement:	0.45
Rigid Pavement:	0.35

At this time, the proposed “Transportation Facility” location, the Finished Floor Elevation (FFE), and final grading plans were not provided. However, based upon review of the Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC project drawing dated November 22, 2022 and revised April 21, 2023, numbered GE-1, and titled “HS Geotech Scope – Borings & Infiltration”, it is estimated/assumed that the footprint of the proposed “Transportation Facility” will require earthwork operations of up to three (3) feet of fill and up to one (1) foot of cut to achieve final subgrades after removal of the existing asphaltic concrete pavements and/or topsoil. Additionally, it is estimated that final subgrades for the pavement areas will required earthwork operations of up to two (2) feet of cut and up to two (2) feet of fill.

1.2.2 INTERLAKEN ELEMENTARY SCHOOL

It is understood that the project is going to consist of improvements to the South Seneca Central School District’s Interlaken Elementary School. The project consists of full depth replacement of the existing asphaltic concrete parking area and subbase. Underground stormwater systems will also be constructed at this location. Additional scope items include new sidewalk and accessibility updates, new and updated storm lateral and storm conveyance system upgrades, new generator, other utilities, grading, and erosion and sediment control (E&SC) measures. Traffic loading information was not provided.



Therefore, this geotechnical engineering services report on the pavement being constructed with a life expectancy similar to an equivalent traffic loading condition of *light duty* pavement having a maximum wheel load of six-thousand (6,000) pounds, an Equivalent Single Axle Loading of 15,000 ESALs, medium *duty* pavement having a maximum wheel load of nine-thousand (9,000) pounds, an Equivalent Single Axle Loading of 60,000 ESALs, and *heavy duty* pavement having a maximum wheel load of twelve thousand (12,000) pounds, an Equivalent Single Axle Loading of 500,000 ESALs, respectively.

Vehicle and pavement loadings were not provided for this report. Therefore, vehicle and pavement loadings and asphaltic concrete pavement criteria for this report are as follows:

Design Life (years):	Based on Design ESALs
Terminal Serviceability:	2.5
Reliability Level	85%
Initial Serviceability:	4.2
Terminal Serviceability:	2.0
Standard Deviation for	
Flexible Pavement:	0.45
Rigid Pavement:	0.35

At this time, the final grading plans were not provided. However, based upon review of the Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC project drawing dated November 22, 2022, numbered GE-2, and titled “ES Geotech Scope – Borings & Infiltration”, it is estimated/assumed that final subgrades for the pavement areas will required earthwork operations of up to two (2) feet of cut and up to two (2) feet of fill.

The geotechnical recommendations presented in this report are based on the available project information, proposed structure location, and the subsurface materials described in this report. If any of the noted information is incorrect, please inform Professional Service Industries, Inc. in writing so that we may amend the recommendations presented in this report if appropriate and if desired by the client. Professional Service Industries, Inc. will not be responsible for the implementation of its recommendations when it is not notified of changes in the project.

1.3 PURPOSE AND SCOPE OF WORK

1.3.1 FIELD EXPLORATION & INFILTRATION TESTING – OVID HIGH SCHOOL

The purpose of this study was to evaluate the subsurface conditions at the site and to develop geotechnical related pavement, fill recommendations, and perform infiltration testing in general accordance with the New York State Storm Water Management Design Manual Appendix D parameters. Professional Service Industries, Inc.’s scope of services included site reconnaissance of the project area, a review of geologic maps of the area, and drilling twelve (12) test borings to approximate boring termination and/or auger refusal depths ranging from five (5) to twenty-seven (27) feet below existing site grades (three [3] structural soil borings [SB-1 thru SB-3] drilled to approximate boring termination and/or auger refusal depths ranging from twenty-three and eight-tenths [23.8] to twenty-seven [27] feet below existing site grade, two [2] pavement soil borings [PC-9 and PC-10] drilled to approximate boring termination depth of five (5) feet each below existing site grade, and seven [7] infiltration soil borings [IT-3 thru IT-10] drilled to approximate boring termination depths ranging from ten [10] to twelve [12] feet below existing site grades). The split spoon sampling and soil boring procedures used during this exploration are in basic accordance with ASTM Designation D-1586.



Mr. Bradley Sherman, PhD, PE of Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC selected the borings position and Professional Service Industries, Inc. selected the boring's depth. The boring was located in the field by representatives of Professional Service Industries, Inc. by measuring distances from known reference points. Ground surface elevations shown on the boring logs were interpreted from the Hunt Engineers, Architects, Land Surveyors & Landscape Architect DPC project drawing dated November 22, 2022 and revised April 21, 2023, numbered GE-1, and titled "HS Geotech Scope – Borings & Infiltration" and are assumed accurate to within one-half (1/2) contour interval (1 foot). Professional Service Industries Inc. recommends that the boring positions be established by a licensed surveyor. Following completion of the field services, the recovered soil samples were returned to Professional Service Industries, Inc.'s office for review, evaluation, and laboratory testing. The results of Professional Service Industries, Inc.'s subsurface exploration and soil sample documentation and testing are presented herein together with geotechnical recommendations for site preparation and building foundation support.

1.3.2 FIELD EXPLORATION & INFILTRATION TESTING – INTERLAKEN ELEMENTARY SCHOOL

The purpose of this study was to evaluate the subsurface conditions at the site and to perform infiltration testing in general accordance with the New York State Storm Water Management Design Manual Appendix D parameters. Professional Service Industries, Inc.'s scope of services included site reconnaissance of the project area, a review of geologic maps of the area, and drilling seven (7) infiltration soil borings [IT-1 thru IT-7] drilled to approximate boring termination and/or auger refusal depths ranging from eight [8] to twelve [12] feet below existing site grades). The split spoon sampling procedures used during this exploration are in basic accordance with ASTM Designation D-1586.

Mr. Bradley Sherman, PhD, PE of Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC selected the borings position and Professional Service Industries, Inc. selected the boring's depth. The boring was located in the field by representatives of Professional Service Industries, Inc. by measuring distances from known reference points. Ground surface elevations shown on the boring logs were interpreted from the Hunt Engineers, Architects, Land Surveyors & Landscape Architect DPC project drawing dated November 22, 2022, numbered GE-2, and titled "ES Geotech Scope – Borings & Infiltration" and are assumed accurate to within one-half (1/2) contour interval (1 foot). Professional Service Industries Inc. recommends that the boring positions be established by a licensed surveyor. Following completion of the field services, the recovered soil samples were returned to Professional Service Industries, Inc.'s office for review, evaluation, and laboratory testing. The results of Professional Service Industries, Inc.'s subsurface exploration and soil sample documentation and testing are presented herein together with geotechnical recommendations for site preparation and building foundation support.

As directed by the client, Professional Service Industries, Inc. did not provide any service to investigate or detect the presence of moisture, mold or other biological contaminants in or around any structure, or any service that was designed or intended to prevent or lower the risk of the occurrence of the amplification of the same. Client acknowledges that mold is ubiquitous to the environment with mold amplification occurring when building materials are impacted by moisture. Client further acknowledges that site conditions are outside of Professional Service Industries, Inc.'s control, and that mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, Professional Service Industries, Inc. cannot and shall not be held responsible for the occurrence or recurrence of mold amplification.

The scope of services also does not include an environmental assessment for determining the presence or absence of wetlands, or hazardous or toxic materials in the soil, bedrock, surface water, groundwater,



or air on or below, or around this site. Any statements in this report or on the boring logs regarding odors, colors, and unusual or suspicious items or conditions are strictly for informational purposes.

1.3.3 LABORATORY TESTING

The samples obtained during the drilling operation were placed in sealed and labeled containers and transported to our North Tonawanda, New York laboratory. Representative soil samples were selected for laboratory testing to determine their index properties. The laboratory-testing program included: Natural Moisture Content Determination tests (ASTM D-2216) and Particle Size Analysis (ASTM C-136). The laboratory test results are presented further within the report. Laboratory testing was performed in general accordance with ASTM procedures. Unless otherwise informed, the soil samples will be discarded ninety (90) days from the issuance of the report.



2 SITE AND SUBSURFACE CONDITIONS

2.1 SITE LOCATIONS AND DESCRIPTIONS

2.1.1 OVID HIGH SCHOOL

The Ovid High School project site is located at 7263 Main Street (New York State Route 96A) in Ovid, Seneca County, New York. The Boring Location Plans in the Appendix indicates the location of the proposed project site with respect to Main Street (New York State Route 96A) to the west and South Street to the south.

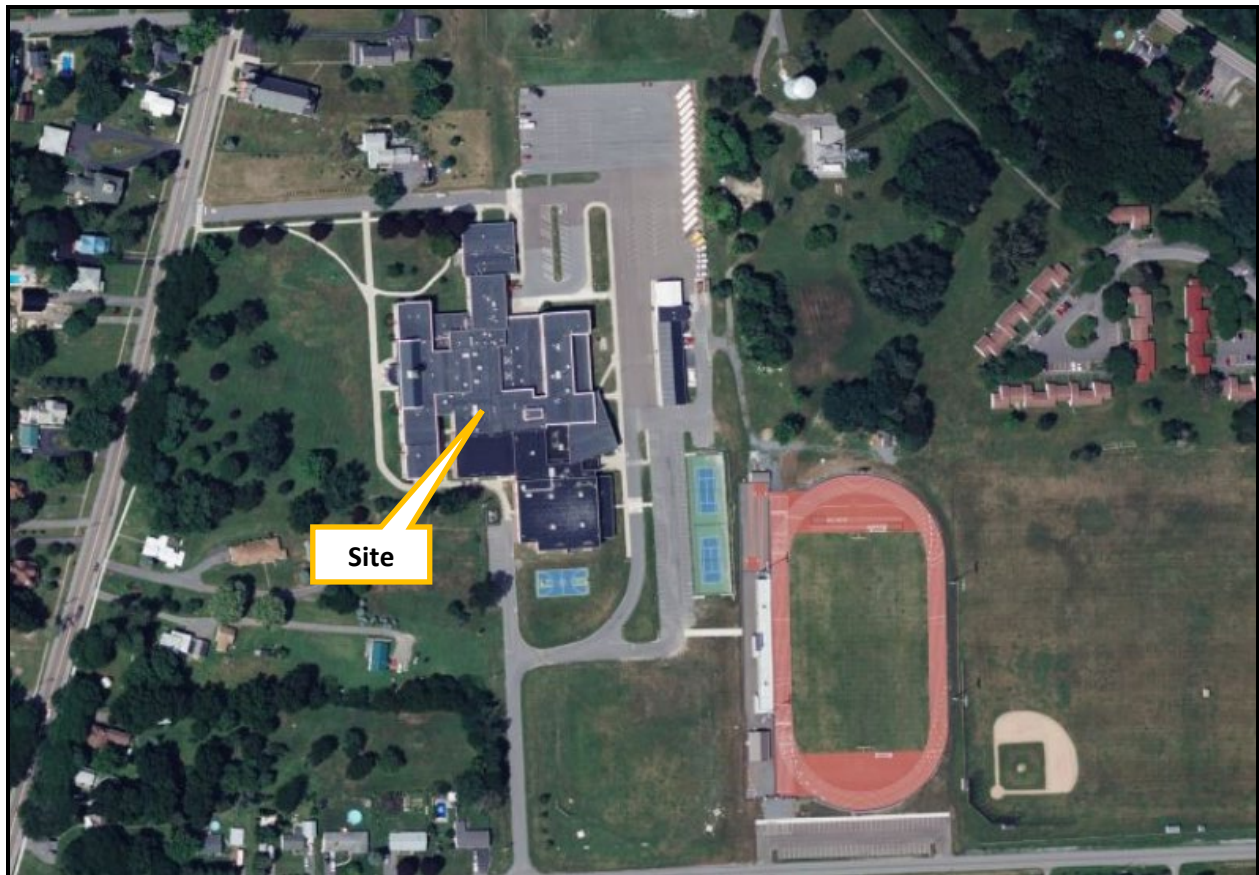


Image obtained from Bing Maps™

At the time of the drilling operations, the site currently contained the Ovid High School with associated asphaltic concrete parking and drive areas on the north, south, and east sides of the existing building. The Ovid High School building is a combination of a one and two-story structure with a brick veneer and is assumed to be supported on a shallow foundation system consisting of spread and strip footings. At the time of the field drilling operations and site visit by the Professional Service Industries, Inc. representative, minor exterior wall cracking within the mortar joints was observed. Observation of the existing asphaltic concrete pavement surfaces indicated moderate to severe joint, longitudinal, transverse, fatigue, an isolated areas of alligator cracking (cracks with pattern resembling alligator skin). The alligator cracking is typical of an indication of pavement failure fatigue caused by repeated traffic loadings over a period of time. Isolated patchwork was also observed within the pavement areas.



Based upon visiting the site by a Professional Service Industries, Inc. representative and review of the provided Hunt Engineers, Architects, Land Surveyors & Landscape Architect DPC project drawing dated November 22, 2022 and revised April 21, 2023, numbered GE-1, and titled “HS Geotech Scope – Borings & Infiltration”, the area within the *assumed* Transportation Facility area located in the northern parking lot, the area has elevational differences estimated at three (3) to four (4) feet, generally sloping downward southeast to northwest. Within the area of the existing parking and drive areas north of the school, the elevational differences are *estimated* at thirteen (13) to fourteen (14) feet, generally sloping downward from east to northwest. At the time of drilling operations and boring layout, a stormwater management area was observed within the northern portion of the site. Additionally, catch basins were observed within various areas of the asphaltic concrete parking and drive areas. During the field operations, the truck-mounted drill rig experienced little difficulty accessing and traversing the site surface and the boring locations.

2.1.2 INTERLAKEN ELEMENTARY SCHOOL

The Interlaken Elementary School project site is located at 8326 North Main Street (New York State Route 96) in Interlaken, Seneca County, New York. The Boring Location Plan in the Appendix indicates the location of the proposed project site with respect to North Main Street (New York State Route 96) to the east.



Image obtained from Bing Maps™

At the time of the drilling operations, the site currently contained the Interlaken Elementary School with associated asphaltic parking and drive areas on the northeastern and southwestern sides of the existing building. The Interlaken Elementary School building is a combination of a one and two-story structure with a brick veneer and is assumed to be supported on a shallow foundation system consisting of spread



and strip footings. At the time of the field drilling operations and site visit by the Professional Service Industries, Inc. representative, areas of minor exterior wall cracking within the mortar joints was observed. Observation of the existing asphaltic concrete pavement surfaces indicated moderate to severe joint, longitudinal, transverse, fatigue, and isolated areas of alligator cracking (cracks with pattern resembling alligator skin). The alligator cracking is typical of an indication of pavement failure fatigue caused by repeated traffic loadings over a period of time. Isolated patchwork was also observed within the pavement areas.

Based upon visiting the site by a Professional Service Industries, Inc. representative and review of the provided Hunt Engineers, Architects, Land Surveyors & Landscape Architect DPC project drawing dated November 22, 2022, numbered GE-2, and titled “ES Geotech Scope – Borings & Infiltration”, the southwestern parking lot has elevational differences *estimated* at two (2) to three (3) feet, generally sloping downward from west to east. Within the area between the existing building and the playground, the site has elevational differences *estimated* at four (4) five (5) feet, generally sloping downward from west to east. At the time of drilling operations and boring layout, no drainage ditches or ponded water surfaces were observed. However, catch basins were observed within various areas of the asphaltic concrete parking and drive areas. During the field operations, the truck-mounted drill rig experienced little to some difficulty accessing and traversing the site surface and the boring locations.

2.2 SUBSURFACE CONDITIONS

2.2.1 LOCAL GEOLOGY

The South Seneca Central School District Project sites are located in the Seneca County, New York area are located within the glaciated portion of the Finger Lakes physiographic province. As noted on the 1986 “Surficial Geologic Map of New York”, surface soils in the area generally consist of variable texture till (e.g. clay, silt-clay, boulder clay). Bedrock in the general site area is part of the Paleozoic, upper Devonian age, Genesee Group and Tully Limestone, which consists of West River Shale, Genundewa Limestone, Penn Yan and Genesee Shales. Glacial imprints dominate the landscapes of central New York. Only small areas remain of the prior landforms that existed prior to the Pleistocene glaciation. Post-glacial processes have reshaped the flood plains and valley walls. In areas of steep slope, a cover of drift generally mantles the bedrock.

2.2.2 TEST BORINGS – OVID HIGH SCHOOL

Professional Service Industries, Inc. performed twelve (12) test borings to approximate boring termination depths and/or auger refusal depths ranging from five (5) to twenty-seven (27) feet below existing site grades. The boring was advanced with hollow stem augers in general conformance with ASTM standards. For the boring, Standard Penetration Tests (SPT) were performed and split spoon samples were obtained at regular intervals to the boring termination depth. The soil samples will be stored in our laboratory for further analysis, if requested. Unless notified otherwise, the samples will be disposed of after six (6) months.

The soil borings were drilled on May 4, 5, 8, and 11, 2023. Mr. Bradley Sherman, PhD, PE of Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC selected the borings’ positions and the borings’ depths. The boring was located in the field by a representative of Professional Service Industries, Inc. by measuring distances from known reference points. Professional Service Industries, Inc. notified Dig Safely New York for public utility clearance, prior to drilling the site.



The soil types encountered at the specific boring location (see Boring Location Diagram) are presented in the form of individual soil profiles on the attached Boring Logs. The stratification presented is based on visual examination of the recovered soil samples and the interpretation of field logs by a geotechnical professional. Included on the profiles are the Standard Penetration Test values (N-values) for the borings. The N-values have been empirically correlated with various soil properties and are considered to be indicative of the relative density of cohesionless soils and the consistency of cohesive soils. A brief description of the soils encountered at this site is presented in this section.

The following subsurface description is of a generalized nature and intended to highlight the major subsurface stratification features and material characteristics. Professional Service Industries, Inc. was provided with existing topographic information; and ground surface elevations presented on the boring logs and referenced in this report are based on interpolation and may not be accurate. Professional Service Industries Inc. recommends that the boring positions be established by a licensed surveyor. The Boring Logs illustrated in the Appendix should be reviewed for specific information at individual boring locations. These records include soil descriptions, stratifications, penetration resistances, locations of the samples and laboratory test data. The stratifications shown on the Boring Logs represent the conditions only at the actual boring locations. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.

TOPSOIL – At the surface at boring locations SB-1, SB-3, IT-4, and IT-5, topsoil having a thickness ranging from approximately four (4) to six (6) inches was encountered. Please note that the actual amount of topsoil may vary widely between boring locations. *The contractor should determine the depth of topsoil to quantify topsoil depths for removal purposes.*

ASPHALTIC PAVEMENT – At the surface at boring locations SB-2, IT-6, IT-8, IT-9, IT-10, PC-9, and PC-10, asphaltic concrete paving with an approximate thickness ranging from three (3) to eight (8) inches underlain by approximately six (6) to twelve (12) inch thick aggregate stone base was encountered. The actual thickness of the pavement section may vary across the site. *The contractor should determine the depth of pavement to quantify pavement depths for removal purposes.*

AGGREGATE FILL – At the ground surface at boring location IT-7, a stone aggregate having an approximate thickness of six (6) inches was encountered. Please note that the actual amount of stone aggregate may vary widely between boring locations.

OLD FILL – Underlying the pavement section at boring locations PC-9 and PC-10, undocumented man-placed fill materials consisting of silt with varying fractions of sand, gravel, and clay were encountered to approximate depths ranging from two (2) to five (5) feet below existing site grades. Boring location PC-10 was terminated in the undocumented man-placed fill materials. The Standard Penetration resistance (“N”-values) for the fill soils ranged from eighteen (18) to forty (40) blows per foot. In natural soils, these “N”-values would indicate a medium dense to dense relative density in granular soils. However, in miscellaneous fill, the “N”-values can be erratic, reflecting the variable composition of the fill material. The presence of obstruction and/or cobbles within fill can result in locally high “N”-values, even in a very soft condition. Other obstructions may be present in a miscellaneous uncontrolled fill and may not be readily detectable with exploratory drill rig methods. Moisture contents of selected samples of the fill materials ranged from six (6) to ten (10) percent.



GRANULAR SOILS – Below the surficial materials at boring locations IT-4, IT-5, IT-6, IT-8, IT-9, IT-10, SB-1, SB-2, SB-3 and underlying the undocumented man-placed fill materials at boring location PC-9, granular soils of various textures extended to approximate boring termination and/or auger refusal depths ranging from five (5) to twenty-seven (27) feet below existing site grades. The granular soils were generally classified as POORLY GRADED SAND (SP), and/or SILT (ML). The Standard Penetration resistance (“N”-values) for the silty soils ranged from six (6) blows per foot to fifty (50) blows per one (1) inch, indicating loose to very dense relative densities in cohesionless soils. However, because of the cobbles encountered in the soil profile, N-values in the granular soils may not be indicative of the actual relative density. Moisture contents of selected samples from these soils ranged from three (3) to twenty-three (23) percent.

2.2.3 TEST BORINGS – INTERLAKEN ELEMENTARY SCHOOL

Professional Service Industries, Inc. performed seven (7) test borings to approximate boring termination and/or auger refusal depths ranging from eight (8) to twelve (12) feet below existing site grades. The boring was advanced with hollow stem augers in general conformance with ASTM standards. For the boring, Standard Penetration Tests (SPT) was performed and split spoon samples were obtained at regular intervals to the boring termination depth. The soil samples will be stored in our laboratory for further analysis, if requested. Unless notified otherwise, the samples will be disposed of after six (6) months.

The soil borings were drilled on May 9, 10, and 11, 2023. Mr. Bradley Sherman, PhD, PE of Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC selected the borings’ positions and the borings’ depths. The boring was located in the field by a representative of Professional Service Industries, Inc. by measuring distances from known reference points. Professional Service Industries, Inc. notified Dig Safely New York for public utility clearance, prior to drilling the site.

The soil types encountered at the specific boring locations (see Boring Location Diagram) are presented in the form of individual soil profiles on the attached Boring Logs. The stratification presented is based on visual examination of the recovered soil samples and the interpretation of field logs by a geotechnical professional. Included on the profiles are the Standard Penetration Test values (N-values) for the borings. The N-values have been empirically correlated with various soil properties and are considered to be indicative of the relative density of cohesionless soils and the consistency of cohesive soils. A brief description of the soils encountered at this site is presented in this section.

The following subsurface description is of a generalized nature and intended to highlight the major subsurface stratification features and material characteristics. Professional Service Industries, Inc. was provided with existing topographic information; and ground surface elevations presented on the boring logs and referenced in this report are based on interpolation and may not be accurate. Professional Service Industries Inc. recommends that the boring positions be established by a licensed surveyor. The Boring Logs illustrated in the Appendix should be reviewed for specific information at individual boring locations. These records include soil descriptions, stratifications, penetration resistances, locations of the samples and laboratory test data. The stratifications shown on the Boring Logs represent the conditions only at the actual boring locations. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.



ASPHALTIC PAVEMENT – At the surface at boring locations IT-1, IT-2, IT-3, and IT-4, asphaltic concrete paving with an approximate thickness ranging from three (3) to three and one-half (3-1/2) inches underlain by approximately seven (7) to thirteen (13) inch thick aggregate stone base was encountered.

The actual thickness of the pavement section may vary across the site. *The contractor should determine the depth of pavement to quantify pavement depths for removal purposes.*

TOPSOIL - At the surface at boring locations IT-5, IT-6, and IT-7, topsoil having a thickness ranging from approximately five (5) to eight (8) inches was encountered. Please note that the actual amount of topsoil may vary widely between boring locations. *The contractor should determine the depth of topsoil to quantify topsoil depths for removal purposes.*

GRANULAR SOILS – Below the pavement section at boring locations IT-1, IT-2, IT-3, IT-4 and underlying the topsoil at boring locations IT-5, IT-6, and IT-7, granular soils of various textures extended to approximate depths ranging from six (6) to ten (10) feet below existing site grades. Boring locations IT-6 and IT-7 experienced auger refusal within the granular soils. The granular soils were generally classified as POORLY GRADED SAND (SP), and/or SILT (ML). The Standard Penetration resistance (“N”-values) for the silty soils ranged from seven (7) blows per foot to fifty (50) blows per two (2) inches, indicating loose to very dense relative densities in cohesionless soils. However, because of the cobbles encountered in the soil profile, N-values in the granular soils may not be indicative of the actual relative density. Moisture contents of selected samples from these soils ranged from one (1) to eighteen (18) percent.

SEVERELY WEATHERED SHALE – Underlying the granular soils at boring locations IT-1, IT-2, IT-3, IT-4, and IT-5, severely weathered shale was encountered at approximate depths ranging from six (6) to ten (10) feet and extended to an approximate auger refusal depths ranging from eight (8) to twelve (12) feet below existing site grades. The Standard Penetration resistance (“N”-values) for the severely weathered shale ranged from seventy-eight (78) blows per foot to fifty (50) blows per one (1) inch, indicating very dense relative densities. The moisture content of selected samples from this stratum ranged from four (4) to ten (10) percent.

2.3 INFILTRATION TESTING

2.3.1 INFILTRATION TESTING – OVID HIGH SCHOOL

Seven (7) infiltration tests (designated as IT-4 thru IT-10) was performed within the Ovid High School project site. The approximate location is illustrated on the attached Boring Location Plan. The location of the infiltration test and test depth was selected by Mr. Bradley Sherman, PhD, PE of Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC and were located in the field by a representative of Professional Service Industries, Inc. by measuring distances from known reference points. Professional Service Industries, Inc. was provided with existing topographic information; and ground surface elevations presented on the boring logs and referenced in this report are based on interpolation and may not be accurate. Professional Service Industries Inc. recommends that the boring positions be established by a licensed surveyor. The infiltration tests were performed in general accordance with the New York State Storm Water Management Design Manual Appendix D parameters. Please note that following the completion of the field services, the infiltration test was backfilled with the soil spoils of the excavation. The field infiltration rates noted on this report are the average of the four (4) observations, each over a one (1) hour period, of the measured decrease in hydrostatic head from the top of the four (4) inch diameter PVC casings (i.e. the Datum). Results and particulars are as follows:



Table 1: Infiltration Field Test Results – Ovid High School

Location	IT - 4	IT - 5	IT - 6	IT - 7
Ground Surface Elevation	973.0 +/- MSL* (*Interpolated)	971.0 +/- MSL* (*Interpolated)	978.0 +/- MSL* (*Interpolated)	980.0 +/- MSL* (*Interpolated)
Infiltration Testing Depth (Below Grade)	Six (6) feet	Six (6) feet	Eight (8) feet	Eight (8) feet
Pre Soak Fill Amount	24" of water filled on 5/17/2023	24" of water filled on 5/17/2023	24" of water filled on 5/17/2023	24" of water filled on 5/17/2023
Water Remaining After 24 Hour Pre-Soak	22" of water remaining on 5/18/2023	15.5" of water remaining on 5/18/2023	20" of water remaining on 5/18/2023	25" of water remaining on 5/18/2023
Refill #1 (Elapsed Time 24 Hours)	2" of water added at 12:00	6.5" of water added at 12:10	4" of water added at 12:20	0" of water added at 12:00
Refill #2 (Elapsed Time 60 minutes)	24" of water remaining at 1:00	23" of water remaining at 1:10	23" of water remaining at 1:20	25" of water remaining at 1:00
Refill #3 (Elapsed Time 60 minutes)	23.5" of water remaining at 2:00	23.25" of water remaining at 2:10	23" of water remaining at 2:20	25" of water remaining at 2:00
Refill #4 (Elapsed Time 60 minutes)	24" of water remaining at 3:00	24" of water remaining at 3:10	23.5" of water remaining at 3:20	25" of water remaining at 3:00
Final Reading (Elapsed Time 60 minutes)	23.5" of water remaining at 4:00	23.5" of water remaining at 4:10	23.5" of water remaining at 4:20	25" of water remaining at 4:00
Average Infiltration Rate	0.5 Inches Per Hour	0.56 Inches Per Hour	0.75 Inches Per Hour	0 Inches Per Hour



Table 1: Infiltration Field Test Results – Ovid High School Continued

Location	IT - 8	IT - 9	IT - 10
Ground Surface Elevation	980.0 +/- MSL* (*Interpolated)	975.0 +/- MSL* (*Interpolated)	975.0 +/- MSL* (*Interpolated)
Infiltration Testing Depth (Below Grade)	Eight (8) feet	Eight (8) feet	Eight (8) feet
Pre Soak Fill Amount	24" of water filled on 5/17/2023	24" of water filled on 5/17/2023	24" of water filled on 5/17/2023
Water Remaining After 24 Hour Pre-Soak	1" of water remaining on 5/18/2023	11" of water remaining on 5/18/2023	16" of water remaining on 5/18/2023
Refill #1 (Elapsed Time 24 Hours)	23" of water added at 12:10	13" of water added at 12:20	8" of water added at 12:30
Refill #2 (Elapsed Time 60 minutes)	20" of water remaining at 1:10	22.5" of water remaining at 1:20	20.5" of water remaining at 1:30
Refill #3 (Elapsed Time 60 minutes)	20.5" of water remaining at 2:10	22.5" of water remaining at 2:20	20" of water remaining at 2:30
Refill #4 (Elapsed Time 60 minutes)	21" of water remaining at 3:10	22.5" of water remaining at 3:20	20" of water remaining at 3:30
Final Reading (Elapsed Time 60 minutes)	21" of water remaining at 4:10	22.5" of water remaining at 4:20	20" of water remaining at 4:30
Average Infiltration Rate	3.38 Inches Per Hour	1.5 Inches Per Hour	3.88 Inches Per Hour

2.3.2 INFILTRATION TESTING – INTERLAKEN ELEMENTARY SCHOOL

Seven (7) infiltration tests (designated as IT-1 thru IT-7) were performed within the Interlaken Elementary School project site. The approximate location is illustrated on the attached Boring Location Plan. The location of the infiltration test and test depth was selected by Mr. Bradley Sherman, PhD, PE of Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC and were located in the field by a representative of Professional Service Industries, Inc. by measuring distances from known reference points. Professional Service Industries, Inc. was provided with existing topographic information; and ground surface elevations presented on the boring logs and referenced in this report are based on interpolation and may not be accurate. Professional Service Industries Inc. recommends that the boring positions be established by a licensed surveyor. The infiltration tests were performed in general accordance with the New York State Storm Water Management Design Manual Appendix D parameters.

Please note that following the completion of the field services, the infiltration test was backfilled with the soil spoils of the excavation. The field infiltration rates noted on this report are the average of the four (4) observations, each over a one (1) hour period, of the measured decrease in hydrostatic head from the top of the four (4) inch diameter PVC casings (i.e. the Datum). Results and particulars are as follows:



Table 2: Infiltration Field Test Results – Interlaken Elementary School

Location	IT - 1	IT - 2	IT - 3	IT - 4
Ground Surface Elevation	888.0 +/- MSL* (*Interpolated)	888.0 +/- MSL* (*Interpolated)	890.0 +/- MSL* (*Interpolated)	889.0 +/- MSL* (*Interpolated)
Infiltration Testing Depth (Below Grade)	Nine (9) feet	Nine (9) feet	Nine (9) feet	Seven (7) feet
Pre Soak Fill Amount	24" of water filled on 5/15/2023	24" of water filled on 5/15/2023	24" of water filled on 5/15/2023	24" of water filled on 5/15/2023
Water Remaining After 24 Hour Pre-Soak	25" of water remaining on 5/16/2023	25.5" of water remaining on 5/16/2023	24" of water remaining on 5/16/2023	24" of water remaining on 5/16/2023
Refill #1 (Elapsed Time 24 Hours)	0" of water added at 10:00	0" of water added at 10:03	0" of water added at 10:06	0" of water added at 10:09
Refill #2 (Elapsed Time 60 minutes)	25" of water remaining at 11:00	25.5" of water remaining at 11:03	24" of water remaining at 11:06	24" of water remaining at 11:09
Refill #3 (Elapsed Time 60 minutes)	25" of water remaining at 12:00	25.5" of water remaining at 12:03	24" of water remaining at 12:06	24" of water remaining at 12:09
Refill #4 (Elapsed Time 60 minutes)	25" of water remaining at 1:00	25.5" of water remaining at 1:03	24" of water remaining at 1:06	24" of water remaining at 1:09
Final Reading (Elapsed Time 60 minutes)	25" of water remaining at 2:00	25.5" of water remaining at 2:03	24" of water remaining at 2:06	24" of water remaining at 2:09
Average Infiltration Rate	0.0 Inches Per Hour	0.0 Inches Per Hour	0.0 Inches Per Hour	0.0 Inches Per Hour



Table 2: Infiltration Field Test Results – Interlaken Elementary School Continued

Location	IT - 5	IT - 6	IT - 7
Ground Surface Elevation	891.0 +/- MSL* (*Interpolated)	891.0 +/- MSL* (*Interpolated)	891.0 +/- MSL* (*Interpolated)
Infiltration Testing Depth (Below Grade)	Six (6) feet	Six (6) feet	Six (6) feet
Pre Soak Fill Amount	24" of water filled on 5/15/2023	24" of water filled on 5/15/2023	24" of water filled on 5/15/2023
Water Remaining After 24 Hour Pre- Soak	24" of water remaining on 5/16/2023	24" of water remaining on 5/16/2023	24" of water remaining on 5/16/2023
Refill #1 (Elapsed Time 24 Hours)	0" of water added at 10:20	0" of water added at 10:22	0" of water added at 10:24
Refill #2 (Elapsed Time 60 minutes)	24" of water remaining at 11:20	24" of water remaining at 11:22	24" of water remaining at 11:24
Refill #3 (Elapsed Time 60 minutes)	24" of water remaining at 12:20	24" of water remaining at 12:22	24" of water remaining at 12:24
Refill #4 (Elapsed Time 60 minutes)	24" of water remaining at 1:20	24" of water remaining at 1:22	24" of water remaining at 1:24
Final Reading (Elapsed Time 60 minutes)	24" of water remaining at 2:20	24" of water remaining at 2:22	24" of water remaining at 2:24
Average Infiltration Rate	0.0 Inches Per Hour	0.0 Inches Per Hour	0.0 Inches Per Hour

2.4 GROUNDWATER CONDITIONS

At the time of the site fieldwork at the South Seneca Central School District Project sites, performed on May 4, 5, 8, 9, 10, and 11, 2023, the following table illustrates the infiltrating groundwater levels encountered at the test boring locations prior to auger removal during the field drilling operations:

Table 3: Groundwater Levels (As Measured Beneath the Existing Site Grade)

School Location	Boring Number	Groundwater Levels		Borehole Cave Depth
		During Drilling Activities	At Completion of Drilling Activities	
		(feet)	(feet)	
Ovid High School	SB-1	None	7.0	7.0
Ovid High School	SB-2	None	None	7.0
Ovid High School	SB-3	None	None	6.0
Ovid High School	PC-9	None	None	4.0
Ovid High School	PC-10	None	None	3.5
Ovid High School	IT-4	None	None	No Hole Cave Noted



Ovid High School	IT-5	None	None	No Hole Cave Noted
Ovid High School	IT-6	None	None	No Hole Cave Noted
Ovid High School	IT-7	5.5	5.5	No Hole Cave Noted
Ovid High School	IT-8	None	None	No Hole Cave Noted
Ovid High School	IT-9	None	None	No Hole Cave Noted
Ovid High School	IT-10	None	None	No Hole Cave Noted
Interlaken Elementary School	IT-1	None	None	No Hole Cave Noted
Interlaken Elementary School	IT-2	None	None	No Hole Cave Noted
Interlaken Elementary School	IT-3	None	None	No Hole Cave Noted
Interlaken Elementary School	IT-4	None	None	No Hole Cave Noted
Interlaken Elementary School	IT-5	None	None	No Hole Cave Noted
Interlaken Elementary School	IT-6	None	None	No Hole Cave Noted
Interlaken Elementary School	IT-7	None	None	No Hole Cave Noted

For safety purposes, all test borings were backfilled at the time of drilling completion.

These observations represent the groundwater conditions at the time of measurement and may not be indicative of other times. However, **discontinuous zones of perched water will exist within the shallower overburden materials** and the builder should anticipate surface and subsurface seepage into any subsurface excavations during high moisture periods of the year. Variations in groundwater levels should be expected seasonally, annually, and from location to location.



3 OBSERVATIONS AND EVALUATIONS

3.1 GENERAL

The following geotechnical design recommendations have been developed based on the previously described project characteristics and encountered subsurface conditions. If there are any changes in these project criteria, including structure(s) locations on the sites, a review should be made by Professional Service Industries, Inc. to determine if modifications to the recommendations are necessary.

Once final design plans and specifications are available, a general review by Professional Service Industries, Inc. is recommended as a means to check that the evaluations made in preparation of this report are consistent with final construction plans and that earthwork and foundation recommendations are properly interpreted and implemented.

Based on the results of Professional Service Industries, Inc.'s fieldwork, laboratory testing, and engineering analyses, the site(s) appear suitable for the proposed structure(s) and associated improvements provided the following recommendations are incorporated into the design and construction of the project. The primary geotechnical considerations for the development of these sites will be the previous site development, the presence of undocumented man-placed fill materials (Ovid High School), the relatively shallow bedrock (Interlaken Elementary School), the moisture susceptibility of the on-site soils, and the wet/loose surficial soils.

Due to the site development history at each of the project sites, it must be recognized that subsurface conditions within the footprint of the proposed structures and/or buildings may vary from conditions encountered at the boring locations.

Man-placed fill soils were observed at the Ovid High School site at boring locations PC-9 and PC-10. A representative of the geotechnical engineer should verify the depth of fill at the time of construction. Based on the boring, the existing man-placed fill is considered suitable for support of the proposed pavements, provided proofroll/compaction acceptance utilizing a minimum fifteen (15) ton smooth drum vibratory roller operating in the vibratory mode. However, Professional Service Industries, Inc. should be engaged to perform close observation of the subgrade areas as they are being excavated to evaluate any soft or otherwise unsuitable conditions such as prior construction or demolition debris that may be present at the subgrade elevation. The owner and contractor should anticipate localized over-excavation and replacement of unsuitable conditions during construction.

Rock excavation may be necessary for underground utility installation at the Interlaken Elementary School Site. Based on past project experience and review of geologic maps, it is anticipated that the rock may not be rippable and require mechanical excavation means consisting of hoe-ram attachments connected to hydraulic excavators. The limits and characteristics of the area's rock formation should be defined by the contractor prior to bidding and construction. The individual boring logs and laboratory data in the Appendix should be reviewed relative to the engineering characteristics of the encountered rock formation.

It must be recognized that soils that contain silt and clay are difficult to dry during wet or cool season. Careful attention to moisture content and compactive effort is important in dealing with such soils. The soils may need to be scarified and dried to a moisture content that will facilitate compaction in accordance with the structural fill requirements of this report. **Portland Cement stabilization for silty soils (a fly ash / lime / kilndust for cohesive soils) may be necessary in order to expedite the work and achieve the**



required level of soil compaction.

It is expected that excessively wet surficial soils within the upper twelve (12) to eighteen (18) inches may be encountered that will require scarification and aeration, removal and placement and/or choking with aggregate. It must be recognized that field conditions will dictate the extent of aeration and/or removal and replacement.

With the previous mentioned considerations in mind, it is Professional Service Industries, Inc.'s opinion that the structure (Ovid High School) can be supported on shallow spread-type footings bearing on the existing natural soils and/or compacted and tested engineered fill. The building (Ovid High School) interior floors can be constructed on properly prepared subgrades following proofroll/proof-compaction acceptance of existing natural soil subgrade and/or compacted and tested engineered fill. The proposed pavements can be constructed on properly prepared subgrades following proofroll/compaction acceptance of existing soil subgrade, existing qualified existing man-placed fill materials, and/or engineered fill.

3.2 SITE PREPARATION

Unless specifically indicated otherwise in the drawings and/or specifications, the limits of this subsurface preparation are considered to be that portion directly beneath and ten (10) feet beyond the building and appurtenances. Appurtenances are those items attached to the building and typically include, but are not limited to, the building sidewalks, porches, stoops, etc.

Site preparation should commence with the removal of the existing asphaltic concrete pavements, existing rigid concrete sidewalks, vegetation/grass/topsoil and any deleterious materials. The geotechnical engineer of record or his representative should determine the depth of removal at the time of construction. Underground storage tanks, abandoned utilities, old foundations or other features not evident at the time of Professional Service Industries, Inc.'s investigation should also be removed. Professional Service Industries, Inc. recommends that all topsoil and loose and wet or deleterious soils in the construction areas be stripped from the site and either wasted or stockpiled for later use in landscaping. The geotechnical engineer of record or his representative should determine the depth of removal at the time of construction.

After the removal of the existing asphaltic concrete pavements, existing rigid concrete sidewalks, vegetation/grass/topsoil, loose and wet soils and other deleterious materials, the exposed undercut areas should be brought back up to proposed grades with compacted engineered fill. Prior to placement of the engineered fill, the geotechnical engineer of record or his representative should observe the subgrade condition. Fill material and compaction requirements are discussed in more detail in the following paragraphs.

Professional Service Industries, Inc. has not been provided with all of the final grading plans and we do not know at this time how surface elevations will change at the time of construction. Additional site preparation will depend upon the proposed site grades and building features. Prior to the beginning of fill placement activities, Professional Service Industries, Inc. recommends that all areas receiving new fill be proof-compacted. Proof-compaction operations should be performed using a minimum fifteen (15) ton smooth drum vibratory roller, operating in the vibratory mode. Proof-compaction operations should be observed by the geotechnical engineer of record or his representative and should continue until a firm and



unyielding condition exists (typically less than three-quarters inch ruts). Unstable soils which are revealed by proof-compaction and which cannot be adequately densified in place should be removed and replaced with crushed limestone (NYSDOT 304) or choked with coarse aggregate such as NYSDOT No. 4 stone under the recommendations of the geotechnical engineer of record or his representative. Additionally, depending on weather conditions and precipitation at the time of construction, the use of additional stabilization techniques such as choking the subgrade with coarse aggregate may be required in the upper twelve (12) to eighteen (18) inches of the exposed subgrade. Field conditions will dictate the extent of any undercuts.

During the site area grading, zones of perched groundwater most probably will be encountered. Local undercutting and pumping to remove water may be required when such zones are encountered, and provisions should be made in this regard by the builder.

After subgrade preparation and observation have been completed, fill placement may begin. The first layer of fill material should be placed in a relatively uniform horizontal lift and be adequately keyed into the stripped subgrade soils.

During site preparation, filled sidewalk vaults, burn pits, old foundations, trash pits or other isolated disposal areas may be encountered. All too frequently such buried material occurs in isolated areas outside boring locations. Any such material encountered during site work or foundation construction should be excavated and removed from the site.

3.3 ROCK EXCAVATION – INTERLAKEN ELEMENTARY SCHOOL

Rock excavation may be necessary for underground utility installation at the Interlaken Elementary School site. Based on past project experience and review of geologic maps, it is anticipated that the rock may not be rippable and require mechanical excavation means consisting of hoe-ram attachments connected to hydraulic excavators or diamond blade sawing. The limits and characteristics of the area's rock formation should be defined by the contractor prior to bidding and construction. The contractor should not assume that materials penetrated with drill rig augers can necessarily be excavated as soils. In general, where fifty (50) blows are required for six (6) inches or less of penetration in rock, rock excavation methods will most probably be required. The individual boring logs and laboratory data in the Appendix should be reviewed relative to the engineering characteristics of the encountered rock formation. **Where mass excavation of hard rock is required to achieve grade, it may be advantageous to excavate a minimum depth below subgrade and replace the hard rock with fill material; thereby providing a minimum thickness of soil fill to minimize utility excavations in rock.**

3.4 FILL MATERIAL AND PLACEMENT

After the performance of cutting to design subgrade, Professional Service Industries, Inc. recommends that proof-compaction operations should be performed using a 15-ton (static weight) smooth drum vibratory roller. Proof-compaction operations should be observed by a representative of Professional Service Industries, Inc. and should continue until a firm and unyielding condition exists (typically less than three-quarters inch ruts). Unstable soils which are revealed by proof-compaction and which cannot be adequately densified in-place should be removed and replaced with structural fill.

Materials placed as fill should meet the requirements of structural fill as provided in this section. It is also recommended that Professional Service Industries, Inc. be retained to perform field density testing during fill placement.



Excavations or depressions left from removal of trees should be backfilled with compacted structural fill. Subgrade areas should be kept properly drained and free of ponded water surfaces. This may be achieved by either sloping the site topography adjacent to the construction to direct the water away from the excavation or trenching and berming to collect the excess run-off. Final excavations to desired subgrades should be accomplished immediately prior to the placement of concrete. The contractor should not place concrete on disturbed subgrades. If the subgrade soils are wet, machine or foot traffic should be reduced or eliminated to lessen disturbance of the subgrade. If the site clearing is performed separate from the proposed building construction, restoration of the site to provide for positive drainage is recommended.

Based on the results of soil classifications, the existing on-site soils at the project sites generally consists of undocumented man-placed fill materials and native variable texture till. The undocumented man-placed fill materials and the native on-site soils can be considered for reuse as structural fill, as long as the soils are placed within an acceptable moisture condition, **particle size**, and free of organic or other deleterious materials. It must be recognized that soils that contain silt are difficult to dry during wet or cool season. Careful attention to moisture content and compactive effort are important in dealing with such soils and it is typical for wet or cool season grading operations to be hindered by the continual need to dry back silty and clayey soils during placement. It is advantageous to place a working course of compacted graded aggregate base over building and roadway areas between the time of initial grading and final floor slab construction. The graded aggregate base may need periodic replenishment depending on weather and traffic conditions during construction.

The on-site soils will be somewhat sensitive to moisture content variations. This general sensitivity to water will influence construction, since subgrade support capacities may deteriorate when this soil type becomes wet and/or disturbed. It is not unusual for wet or cool season grading operations to be hindered by the continual need to dry back the on-site natural soils during placement. If fill placement must proceed during other than the summer months, the use of imported granular fill with less than ten (10) percent passing the No. 200 sieve may be necessary.

On-site or imported structural fill materials should be free of organic or other deleterious materials. If grading results in a need for additional fill materials, the imported structural fill should have a maximum particle size less than three (3) inches, a modified Proctor maximum dry density greater than one hundred ten (110) pounds per cubic foot (pcf) and less than twenty (20) percent passing the No. 200 sieve. Structural fill should consist of non-expansive materials and not contain more than three (3) percent (by weight) of organic matter or other detrimental material. Typically, the Plasticity Index (PI) for the material should not exceed fifteen (15), and the Liquid Limit (LL) for the material should not exceed forty (40) (Unified Soil Classifications of GW, GM, GC, GP, SW, SM, SP, SC), unless otherwise allowed by the geotechnical engineer.

It must be recognized that soils that contain silt and clay are difficult to dry during wet or cool season. Careful attention to moisture content and compactive effort is important in dealing with such soils. The soils may need to be scarified and dried to a moisture content that will facilitate compaction in accordance with the structural fill requirements of this report. **Portland cement stabilization for silty soils (a fly ash/ lime / kilndust for cohesive soils) may be necessary in order to expedite the work and achieve the required level of soil compaction.**

If the structural fill for the site is imported, the geotechnical engineer should test and report on the



proposed imported fill prior to purchase and delivery. Based upon the topography and location of the site, imported fill will probably be required. Fine-grained soils and the on-site soils used for fill require close moisture content control to achieve the recommended degree of compaction and are not recommended for use during wet weather construction. Structural fill soils should be moisture conditioned to between two (2) percent below and two (2) percent above optimum moisture content and placed in maximum eight (8)-inch lifts in the excavation. Structural fill should be compacted to at least ninety-five (95) percent of the maximum density as determined by the Modified Proctor Test (ASTM D-1557). Each lift of compacted fill should be tested for density by a representative of the geotechnical engineer prior to placement of subsequent lifts. If fill placement must proceed during other than the summer months, the use of imported granular fill with less than ten (10) percent passing the No. 200 sieve may be necessary.

3.5 FOUNDATION RECOMMENDATIONS – OVID HIGH SCHOOL

Based on the findings at the boring locations during our geotechnical exploration, it is Professional Service Industries, Inc.'s opinion that the proposed structures can be supported on shallow spread-type footings bearing on the existing natural soils and/or engineered fill.

After the site has been prepared as described in “*Site Preparation*” Section above, the proposed structures may be supported on shallow spread footings bearing on the natural soils and/or new, compacted structural fill. Spread footings for building columns and continuous footings for bearing walls can then be designed for a **maximum allowable soil bearing pressure of 2,000 pounds per square foot (psf)**. The allowable bearing pressure is based on a minimum safety factor of 3.0 and is intended for dead loads and sustained live loads. The bottom of the footing excavations should be observed and the surface compacted with either a vibratory or an impact compactor weighing at least two hundred (200) pounds and imparting a minimum of four (4) kips of force to the subgrade. In addition, if the bottom of footing excavation is found to be loose and/or wet, it would most probably be required to be choked with coarse aggregate such as a NYSDOT #4 stone and/or NYSDOT 304 crushed stone. Should the footing excavation need to be undercut, a line drawn outward and downward at 1H:2V, where H=Horizontal and V=Vertical, from the perimeter of the foundation bearing area should define the lateral limits of over-excavation.

Professional Service Industries, Inc. recommends that continuous wall and isolated column footings (if applicable) should be at least twenty-four (24) and thirty (30) inches in width, respectively. Column and wall footings should extend to a minimum depth of forty-eight (48) inches beneath the lowest adjacent exterior grade to provide adequate frost protection. In heated areas, interior footings can be located at a minimum depth of eighteen (18) inches below finished floor elevations.

The foundation walls may not be free standing in the overburden soils; therefore the sides of the cut excavation for the footings may need to be sloped and the footings formed and backfilled in order to maintain a vertical concrete face.

Footing soils need to be observed and documented and concrete placed as quickly as possible to avoid exposure of the bottom of footing soils to disturbance due to construction traffic, drying or water accumulation. If concrete will not be placed the same day a foundation excavation is cut to grade, the contractor should be required to place three (3) to five (5) inches of compacted crushed aggregate or a concrete “mud mat” within the footing excavation. The foundation excavations should be observed by a representative of Professional Service Industries, Inc. prior to steel or concrete placement to document that the foundation materials are consistent with the report.



Once the footing concrete is placed, the foundations should be backfilled with structural fill as soon as it is safe to do so without causing damage to them. The backfill serves to protect the footing, is a component of overturning resistance and prevents accumulation of water around the foundations which can soften and weaken the bearing soils. The ground surface near the completed foundations should be sloped to drain away from the foundations throughout construction to avoid accumulation of moisture in the subgrade soils.

The foundation excavations should be observed by the geotechnical engineer of record or his representative prior to steel or concrete placement to document that the foundation materials are consistent with the report.

3.6 SETTLEMENT

The settlement of shallow foundations with the recommended improvements supported on the areas soil formations is anticipated to be measurable. Professional Service Industries, Inc. estimates that foundations designed and constructed in accordance with the above recommendations will experience estimated total settlements generally less than one (1)-inch with differential settlement generally less than a three-quarters (3/4)-inch. The structural engineer should confirm the tolerance of the proposed structure to the predicted total and differential settlements. The design of building walls must include provisions for additional reinforcing steel and liberally spaced vertical control joints to limit the affects of cosmetic cracking.

3.7 SEISMIC DESIGN

The 2020 New York State Building Code is an adaptation/incorporates the 2018 International Building Code (IBC). As part of this code, the design of structures must consider dynamic forces resulting from seismic events. These forces are dependent upon the magnitude of the earthquake event as well as the properties of the soils that underlie the site.

Part of the IBC code procedure to evaluate seismic forces, requires the evaluation of the Seismic Site Class, which categorizes the site based upon the characteristics of the subsurface profile within the upper one hundred (100) feet BGS. To define the Seismic Site Class for this project, Professional Service Industries, Inc. has interpreted the results of the soil test borings drilled within the project site and estimated appropriate soil properties below the base of the borings to a depth of one (100) feet. The estimated soil properties were based upon data available in published regional geologic reports as well as Professional Service Industries, Inc.'s experience with subsurface conditions in the general site area. Professional Service Industries, Inc. anticipates that the subsurface conditions below the explored depth may generally consist of shale and/or limestone. Based on the review of the available data, knowledge of regional geology and the Standard Penetration Test (SPT) N values, we have assigned a **Soil Site Class D** as defined in Table 20.3-1 of ASCE 7-16. The recommended seismic vales are presented in Table 4, Recommended Seismic Values.

The USGS-NEHRP probabilistic ground motion values for the site which were obtained from the USGS geohazards web page (<http://eqdesign.cr.usgs.gov/html/design-lookup.html>) and are as follows:



Table 4: Recommended Seismic Values

Parameter	NY Building Code Reference	Value
Site Class	Table 20.3-1 of ASCE 7-16	D
Mapped spectral accelerations for short periods (S_s)	Figure 1613.2.1(1)	0.131 g
Mapped spectral accelerations for a 1-second period (S_1)	Figure 1613.2.1(2)	0.046 g
Site coefficient F_a	Table 1613.2.3(1)	1.6
Site coefficient F_v	Table 1613.2.3(2)	2.4
Maximum considered earthquake spectral response for short periods (S_{MS}) adjusted for site class effects	Equation 16-36	0.209 g
Maximum considered earthquake spectral response for 1-second period (S_{M1}), adjusted for site class effects	Equation 16-37	0.111 g
Design Spectral Response acceleration at short periods (S_{DS})	Equation 16-38	0.139 g
Design Spectral Response acceleration at 1-second periods (S_{D1})	Equation 16-39	0.074 g

NOTES: *Based upon a 2% Probability of Exceedence in 50 years
MCE = Maximum Considered Earthquake
g = acceleration due to gravity

The Site Coefficients, F_a and F_v presented in the above table were interpolated from IBC Tables 1613.5.3(1) and 1613.5.3(2) as a function of the site classification and mapped spectral response acceleration at the short (S_s) and 1 second (S_1) periods.

A **Seismic Design Category B** was assigned as determined for the intended building use (Type II) and the IBC Tables 1613.5.6(1) and 1613.5.6(2). For the assigned Design Category, Section 1802 of the Code does not require an assessment of slope stability, liquefaction potential, and surface rupture due to faulting or lateral spreading.

3.8 FLOOR SLAB RECOMMENDATIONS – OVID HIGH SCHOOL

The proposed building slab-on-grade may be supported on natural soils, qualified existing man-placed fill materials, and/or compacted and tested engineered fill placed over a natural soil subgrade, provided the upper soils have been proof-compacted with a minimum fifteen (15) ton smooth drum, vibratory roller, operating in the vibratory mode in order to confirm their suitability. Any observed soft/loose or otherwise unsuitable areas should be over-excavated down to firm subgrade and replaced with compacted engineered fill.

For the subgrade prepared as recommended and properly compacted fill, a modulus of subgrade reaction, k value, of one-hundred (100) pounds per cubic inch (pci) may be used in the grade slab design based on a one (1) foot by one (1) foot plate load test. However, depending on how the slab load is applied, the value will have to be geometrically modified. The value should be adjusted for larger areas using the following expression for cohesionless soil:



Modulus of Subgrade Reaction, $k_s = k \left(\frac{B+1}{2B} \right)^2$ for cohesionless soil

where: k_s = coefficient of vertical subgrade reaction for loaded area,
 k = coefficient of vertical subgrade reaction for 1 x 1 square foot area,
 B = width of area loaded, in feet.

In order to provide uniform subgrade reaction beneath any proposed floor slab-on-grade, we recommend that floor slabs be underlain by a minimum of six (6) inches of free-draining (a maximum particle size of three-quarters (¾) inch with less than five (5) percent material passing the no. 200 sieve), well-graded gravel or crushed rock base course. Base course material should be moisture conditioned to within +/- two (2) percent of optimum moisture content and compacted by mechanical means to a minimum of ninety-five (95) percent of the material's maximum dry density as determined in accordance with ASTM D 1557 (Modified Proctor).

The crushed stone should provide a capillary break to limit migration of moisture through the slab. If additional protection against moisture vapor is desired, a vapor retarding membrane may also be incorporated into the design. Factors such as cost, special considerations for construction, and the floor coverings suggest that the architect and owner make decisions on the use of vapor retarding membranes.

The precautions listed below should be followed for construction of slabs-on-grade pads. These details will not reduce the amount of movement, but are intended to reduce potential damage should some settlement of the supporting subgrade take place. Some increase in moisture content is inevitable as a result of development and associated landscaping. However, extreme moisture content increases can be largely controlled by proper and responsible site drainage, building maintenance and irrigation practices.

- Cracking of slabs-on-grade is normal and should be expected. Cracking can occur not only as a result of heaving or compression of the supporting soil and/or bedrock material, but also as a result of concrete curing stresses. The occurrence of concrete shrinkage cracks, and problems associated with concrete curing may be reduced and/or controlled by limiting the slump of the concrete, proper concrete placement, finishing, and curing, and by the placement of crack control joints at frequent intervals, particularly, where re-entrant slab corners occur. The American Concrete Institute (ACI) recommends a maximum panel size (in feet) equal to approximately three times the thickness of the slab (in inches) in both directions. For example, joints are recommended at a maximum spacing of twelve (12) feet assuming a four-inch thick slab. PSI also recommends that the slab be independent of the foundation walls. Using fiber reinforcement in the concrete can also control shrinkage cracking.
- Areas supporting slabs should be properly moist-conditioned and compacted. Backfill in all interior and exterior water and sewer line trenches should be carefully compacted.
- Exterior slabs should be isolated from the building. These slabs should be reinforced to function as independent units. Movement of these slabs should not be transmitted to the building foundation or superstructure.

3.9 UTILITIES TRENCHING

Excavation for utility trenches shall be performed in accordance with OSHA regulations as stated in 29 CFR Part 1926. It should be noted that utility trench excavations have the potential to degrade the



properties of the adjacent fill materials. Utility trench walls that are allowed to move laterally can lead to reduced bearing capacity and increased settlement of adjacent structural elements and overlying slabs.

Backfill for utility trenches is as important as the original subgrade preparation or structural fill placed to support either a foundation or slab. Therefore, it is imperative that the backfill for utility trenches be placed to meet the project specifications for the structural fill of this project and/or any local municipal requirements for utility backfill. In areas that are not accessible to construction personnel and standard compaction equipment, Professional Service Industries, Inc. recommends that flowable fill or lean mix concrete be utilized for utility trench backfill. If on-site soils are placed as trench backfill, the backfill for the utility trenches should be placed in four (4) to six (6) inch loose lifts and compacted to a minimum of ninety-five (95) percent of the maximum dry density achieved by the modified Proctor test (ASTM D-1557).

The backfill soil should be moisture conditioned to be within two (2) of the optimum moisture content as determined by the modified Proctor test. Up to four (4) inches of bedding material placed directly under the pipes or conduits placed in the utility trench can be compacted to the ninety (90) percent compaction criteria with respect to the modified Proctor (ASTM D-1557). Compaction testing should be performed for every two hundred (200) cubic yards of backfill placed or each lift within two hundred (200) linear feet of trench, whichever is less. Backfill of utility trenches should not be performed with water standing in the trench. If granular material is used for the backfill of the utility trench, the granular material should have a gradation that will filter protect the backfill material from the adjacent soils.

If material having this gradation is not available, a geosynthetic non-woven filter fabric should be used to reduce the potential for the migration of fines into the backfill material. Granular backfill material shall be compacted to meet the above compaction criteria. The clean granular backfill material should be compacted to achieve a relative density greater than 75% or as specified by the geotechnical engineer for the specific material used.

Utility trenches should be connected to a suitably located outlet point with an invert elevation two (2) feet below the minimum elevation along the utility trenches. The purpose of this outlet is to allow removal of water which may accumulate in the six (6) inches of bedding material. The outlet points should preferably discharge by gravity to the storm sewer system, but may discharge to sumps equipped with pumps if necessary.

Bedding the utility lines in CLSM typically is not a practical option, due to constructibility problems with flotation of the conduit in the CLSM. We anticipate that the combination of bitumen coating, limiting the granular material to the bedding depth, and completing backfill with CLSM should be sufficient to limit the risk of differential heave of the floor slab along utility trenches.

3.10 SILTATION CONTROL

The Clean Water Act, implemented in 1990 includes a federal permit program called the National Pollutant Discharge Elimination System (NPDES). This program requires that projects sites in excess of one (1) acre or are part of a development which exceeds one (1) acre be covered under a permit. This typically includes the development of a storm water pollution prevention plan (SWPPP) as well as period inspections (typically once a week plus after significant rainfall). Professional Service Industries, Inc. is available to assist with these services.



3.11 PAVEMENT DESIGN

The existing subgrade soils and subbase material encountered at the soil boring locations are considered suitable for support of the proposed pavement provided the soils and subbase material have been proof-compacted with a minimum fifteen (15) ton smooth drum vibratory roller, operating in the vibratory mode making a minimum of four (4) passes, in order to confirm stability/suitability. Proof-compaction should also be performed immediately prior to the placement of any aggregate base stone. Unstable soils which are revealed by proof-compaction and which cannot be adequately densified in place should be removed and replaced with crushed limestone (NYSDOT 304) or similar material under the recommendations of the geotechnical engineer of record or his representative. Additionally, depending on weather conditions and precipitation at the time of construction, the use of additional stabilization techniques such as choking the subgrade with coarse aggregate may be required.

The following pavement recommendations are presented as preliminary for your consideration. The civil engineer for the project may have more traffic and project design data available than is presently known, and may wish to modify and refine these pavement sections. Professional Service Industries, Inc. will, upon request, be pleased to provide detailed pavement design recommendations when definite traffic and building plans are available.

Prior to placing the base or leveling course, the subgrade should be proof-compacted with a smooth steel drum vibratory roller weighing at least fifteen (15) tons and operating in the vibratory mode, in order to detect areas or pockets of unusually soft material. These areas, if encountered, should be over-excavated and replaced with crushed limestone (NYSDOT 304) or similar material under the recommendations of the geotechnical engineer of record or his representative. Additionally, depending on weather conditions and precipitation at the time of construction, the use of additional stabilization techniques such as choking the subgrade with coarse aggregate may be required.

Should the subgrade be wet and/or earthwork is anticipated during the wet seasons, a woven geotextile such as a Mirafi 500x (Grab Tear Strength, 200-300 lbs; Trapezoid Tear Strength, 75-120 lbs; Apparent Opening Size, US Sieve size 40 to 50 or 0.30 to 0.45 mm) or equivalent can be placed upon all the approved pavement subgrades prior to placing the subbase course materials.

3.11.1 DRAINAGE OF PAVEMENT STRUCTURES

Design for drainage is of the utmost importance to minimize detrimental effects that may shorten the service life of the pavements. Inclusion of adequate surface and subsurface drainage systems within the pavement areas is considered imperative in order to maintain the compacted subgrades as close to optimum moisture conditions as possible. The pavement should be crowned or sloped in order to promote effective surface drainage and reduce the risk of water ponding. We recommend a minimum slope of one and one-half percent for the pavement surfaces. In addition, the subgrade should be similarly sloped to promote effective subgrade drainage. We recommend “stub” or “finger” drains be provided around catch basins, and in other low areas of the proposed pavements to limit the accumulation of water on the frost susceptible subgrade soils. Overall surface grades should be such that no pavement sectors are allowed to impound water. Surface water should be directed to a system of catch basins. The pavement should be crowned or sloped in order to promote effective surface drainage and reduce the risk of water ponding.

Subsurface drainage systems should be installed at least forty-two (42) inches below the design subgrade elevations at regular intervals including landscape areas, sidewalk areas and along the



perimeter of the pavement areas. Subsurface drainage system consisting of perforated drain pipes bedded in and backfilled over and suitable filter materials (No. 57 coarse aggregate per AASHTO M-43) should be installed. The filter around the drainage members is to terminate in direct contact with the aggregate base course for the pavements. Also, all unpaved areas should be isolated from the paved sectors by including additional subsurface drainage lines following the above-outlined recommendations. Final grading plans should be reviewed to determine necessity and location of subsurface drains.

3.11.2 FLEXIBLE PAVEMENT DESIGN

AASHTO design methodology could be used to design the pavements. According to AASHTO design methodology, the pavement design thickness primarily depends on strength of the subgrade soils and type of traffic. Traffic includes several types of vehicles with various magnitudes of axle loads that may be subjected to the pavement during its service life. The design involves traffic analyses that converts various types of vehicles with various magnitudes axle loads to a number of 18-kip equivalent single axle load repetitions.

Based on the anticipated traffic, the design engineer should perform the traffic analyses to compute the number of ESALs repetitions that would be subjected to the pavement during its service life or design life. Based on the computed ESALs, the pavements should be designed accordingly.

Based on previous experience, Professional Service Industries, Inc. has provided pavement thickness for both flexible pavement and rigid pavement systems in the tables below. The tables below include thickness design corresponding to three (3) levels of traffic (low, medium and high). The life expectancy in ESALs for each design is also presented. Professional Service Industries, Inc. recommends that the pavement design thicknesses correspond to low or medium traffic condition be used for parking areas. Professional Service Industries, Inc. recommends that the thickness design corresponding to high traffic condition be used for driveways, exit and entry lanes and frequently used areas. Where repeated high axle loading and heavy traffic is anticipated, such as the drive lanes and bus lanes, rigid pavement is a recommended alternative.

Pavement Design Traffic	
Traffic Category	Design ESALS
Low Traffic - Light Duty	15,000
Medium Traffic - Medium Duty	60,000
High Traffic – Heavy Duty	500,000

In addition, specific design parameters considered in the pavement analysis are as follows:

Table 5: Pavement Analysis Specific Design Parameters

CBR (Estimated)	3.0
Modulus of subgrade Reaction, K	100 psi/in
Soil Resilient Modulus	3,000 psi
Reliability	85%
Deviation	0.45 Asphalt
Deviation	0.35 Rigid
Design Life (Years)	20



Initial Serviceability	4.2
Terminal Serviceability	2.0
Growth Rate	0%
Modulus of Rupture	650 psi
Load Transfer	4.2 Aggregate Interlock 3.2 Dowels or Keys
Drainage Coefficient	1.0
Layer Coefficients	0.44 Asphaltic Surface 0.35 Asphaltic Binder
	0.13 Crushed Aggregate Base (Limestone)

3.11.3 FLEXIBLE PAVEMENT SECTION

Based on a design California Bearing Ratio (CBR) value of three (3.0) for the subgrade soils, and design ESALs for the various traffic types, Table 6 presents required structural numbers and typical flexible pavement sections.

Table 6: New Flexible Pavement Sections

Pavement Materials	Recommended Pavement Thickness (inches)		
	Low Traffic	Medium Traffic	High Traffic
Required Structural Number, SN	2.40	2.95	4.00
Asphalt Top Course 12.5 mm F2 HMA	1.5	1.5	2.0
Asphalt Binder Course 19 mm F9 HMA	2.0	3.0	2.5
Asphalt Base Course 37.5 mm F9 HMA	----	----	3.0
Crushed Aggregate Sub-Base (NYSDOT 304 type 2)	8.0	10.0	11.0

A light-duty section is recommended in typical parking areas where cars and lightly loaded trucks are anticipated. A heavy-duty pavement section should be utilized in paved areas where traffic flow is channelized and/or buses will travel.

The following materials are recommended for the previously mentioned asphalt pavement structure components:

- Asphaltic Concrete Top Course-NYSDOT Standard Specification, Item No. 402.097202 – 9.5 mm F2 Hot Mix Asphalt.
- Asphaltic Concrete Top Course-NYSDOT Standard Specification, Item No. 402.127202 – 12.5 mm F2 Hot Mix Asphalt.
- Asphaltic Concrete Binder Course-NYSDOT Standard Specification, Item No. 402.197902 – 19 mm F9 Hot Mix Asphalt.
- Asphaltic Concrete Base Course-NYSDOT Standard Specification, Item No. 402.377902 – 37.5 mm F9 Base Course Hot Mix Asphalt.



- Crushed Aggregate Base (Subbase) Course-NYSDOT Standard Specification, Item No. 304.12 M – Crushed Aggregate Base, Type 2.

If the anticipated traffic exceeds these values, Professional Service Industries, Inc. should be informed so that a specific pavement design can be made for the project, or the site Civil Engineer can modify the design.

In general, pavement construction should be performed in accordance with the New York State Department of Transportation specifications unless otherwise noted.

Base course material should be moisture conditioned to within two (2) percent of optimum moisture content and compacted by mechanical means to a minimum of ninety-five (95) percent of the material's maximum dry density as determined in accordance with ASTM D 1557 (Modified Proctor). Fill materials should be placed in layers that, when compacted, do not exceed about eight (8) inches. The asphaltic concrete material should be compacted to at least ninety-two (92) percent of the material's theoretical maximum density as determined in accordance ASTM D 2041 (Rice Specific Gravity).

3.11.4 CONCRETE PAVEMENT

Rigid concrete pavement is recommended where trash dumpsters are to be parked on the pavement or where a considerable load is transferred from relatively small steel wheels. This should provide better distribution of surface loads to subgrade without causing deformation of the surface.

Professional Service Industries, Inc. recommends that concrete pavement be designed for a modulus of subgrade reaction of one-hundred (100) pci. A typical concrete pavement section would be:

Table 7: Concrete Pavement Section

Pavement Material	Recommended Pavement Thickness (inches)	
	Heavy Duty Pavement and Bus Parking (500,000 ESALs)	Standard Duty Pavement
Concrete (4000 psi) Load Transfer by Dowelled Joints	8.0	6.0
Sub-base Course (NYSDOT 304 type 2)	6.0	6.0

The following materials are recommended for the previously mentioned rigid pavement structure components:

- Portland Cement Concrete Slabs - 4,000 psi minimum compressive strength and the Portland Cement Concrete meeting the requirements of NYSDOT Standard Specifications 501.
- Crushed Aggregate Base (Subbase) Course-NYSDOT Standard Specification, Item No. 304.12 M – Crushed Aggregate Base, Type 2.

3.11.5 CIVIL DESIGN CONSIDERATIONS PAVEMENTS



Related civil design factors such as drainage, cross-sectional configurations, surface elevations and environmental factors that will significantly affect the service life of the pavement must be included in the preparation of the construction drawings and specifications. Concrete pavement slabs should be provided with adequate steel reinforcement. Proper finishing of concrete pavements requires the use of sawed and sealed joints, which should be designed in accordance with current Portland Cement Association guidelines. Joint spacing intervals for plain concrete shall be in accordance with PCA guidelines according to pavement thickness. Dowel bars should be used to transfer loads at the transverse joints. Normal periodic maintenance will be required.

Surface water infiltration to the pavement subgrade layers may soften the subgrade soils. Considering several factors in the pavement design can reduce surface infiltration. To summarize, the following are some of the factors that need to be emphasized in order to maintain proper drainage.

- 1) Appropriate slopes should be provided.
- 2) Joints should be properly sealed and maintained.
- 3) Side drains or sub drains along a pavement section may be provided.
- 4) Proper pavement maintenance programs such as sealing surface cracks, and immediate repair of distressed pavement areas should be adopted.

During and after the construction, site grading should be kept in such a way that the water drains freely off the site and off any prepared or unprepared subgrade soils. Excavations should not be kept open for a long period of time.



4 CONSTRUCTION CONSIDERATIONS

4.1 GROUNDWATER CONTROL

Overall site drainage is to be arranged in a manner to direct surface water away from the construction area including the slab and pavement subgrades and foundation excavations. A gravity drainage system, sump pump(s), or other conventional dewatering procedures are anticipated to be adequate for groundwater control in shallow excavations. The contractor should be permitted to employ whatever commonly accepted means and practices are necessary to maintain the groundwater level below the excavation, and to maintain a dry excavation during wet weather. Groundwater should be maintained a minimum of two (2) feet below the design subgrade elevation.

Proper perimeter drainage mechanisms should be provided along all exterior foundation members. The elevation of the drainage lines should be adjusted to keep water a minimum of two (2) feet below the design subgrade elevation. A free flowing granular drainage fill such as crushed stone is to be employed around all drainage lines with the granular drainage fill encased in a geotextile filter fabric. The perimeter drains should discharge to a storm sewer or drainage ditch by gravity.

4.2 SUBGRADE PREPARATION

The near surface soils present at this site are somewhat sensitive to softening due to rainfall and traffic. It is our experience that damp or wet soils tend to rut under rubber tire vehicle traffic. Maintenance of entrance roads and other areas subjected to construction traffic, such as floor slab areas, is typically required until floor slab construction is completed. If near surface soils become wet and disturbed, excavation and replacement with suitable compacted fill will be necessary. For this site during wet or cool seasons, it is advantageous to place a working course of compacted graded aggregate base over building and road way areas between the time of initial grading and final floor slab construction. The graded aggregate base may need periodic replenishment depending on weather and traffic conditions during construction.

Professional Service Industries, Inc. recommends that immediately prior to placement of stone and the beginning of floor slab construction, a representative of the Geotechnical Engineer evaluate the floor slab subgrades. If low density or otherwise unsuitable soils are encountered which cannot be adequately densified in place, such soils should be removed and replaced with well-compacted fill material placed in accordance with a previous section of this report or with well-compacted crushed stone materials.



5 EXCAVATIONS

In Federal Register, Volume 54, No. 209 (October, 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, Part 1926, Subpart P". This document was established to ensure the safety of workers entering trenches or excavations.

Federal regulation mandates that all excavations, whether they be utility trenches, basement or footing excavations or others (i.e. underground storage tanks), be constructed in accordance with the OSHA requirements. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could risk injury to workers and be liable for substantial financial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's responsible person, as defined in "29 CFR Part 1926", should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations.

Professional Service Industries, Inc. is providing this information solely as a service to our client. Professional Service Industries, Inc. is not assuming responsibility for construction site safety or the contractor's activities; such responsibility is not being implied and should not be inferred.



6 CONSTRUCTION CONSIDERATIONS

Professional Service Industries, Inc. should be retained to examine and identify soil exposures created during project excavations in order to verify that soil conditions are as anticipated. Professional Service Industries, Inc. further recommends that compacted engineered fill be continuously observed and tested during placement by our representative in order to document the compaction effort. Samples of fill materials should be submitted to Professional Service Industries, Inc.'s laboratory for testing prior to placement of fills on site and should include a moisture-density relationship (Proctor) and sieve analysis including a minus 200 sieve test. Density testing should be performed at a rate of one per 2,500 square feet per six (6)-inch lift in building areas, one test per 10,000-square feet per six (6)-inch lift in pavement areas and one per one hundred linear feet per six (6)-inch lift in utility trench backfill.

Professional Service Industries, Inc. should also be retained to provide observation and testing of construction activities involved in the foundation, earthwork, and related vertical construction activities of this project. Professional Service Industries, Inc. cannot accept any responsibility for any conditions that deviated from those described in this report, nor for the performance of the foundation, if not engaged to also provide construction observation and testing for this project.

Costs for the recommended observations during construction are beyond the scope of this current consultation. Such future services would be at an additional charge.



7 GEOTECHNICAL RISK

The concept of risk is an important aspect of the geotechnical evaluation. The primary reason for this is that the analytical methods used to develop geotechnical recommendations do not comprise an exact science. Site exploration identifies actual subsurface conditions only at those points where samples are taken. A geotechnical report is based on conditions that existed at the time of the subsurface exploration. The analytical tools which geotechnical engineers use are generally empirical and must be used in conjunction with engineering judgment and experience. Therefore, the solutions and recommendations presented in the geotechnical evaluation should not be considered risk-free and, more importantly, are not a guarantee that the interaction between the soils and the proposed structure will perform as planned. The engineering recommendations presented in the preceding sections constitute Professional Service Industries, Inc.'s professional estimate of those measures that are necessary for the proposed structure to perform according to the proposed design based on the information generated and referenced during this evaluation, and Professional Service Industries, Inc.'s experience in working with these conditions.



8 REPORT LIMITATIONS

Professional Service Industries, Inc.'s professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. Professional Service Industries, Inc. is not responsible for the conclusions, opinions or recommendations made by others based on these data. No other warranties are implied or expressed.

The scope of investigation was intended to evaluate soil conditions within the influence of the proposed foundations. The analyses and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated. If any subsoil variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe the characteristics of the conditions encountered. The applicability of the report should also be reviewed in the event significant changes occur in the design, nature or location of the proposed structure.

The scope of our services does not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site studied. Any statements in this report regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client.

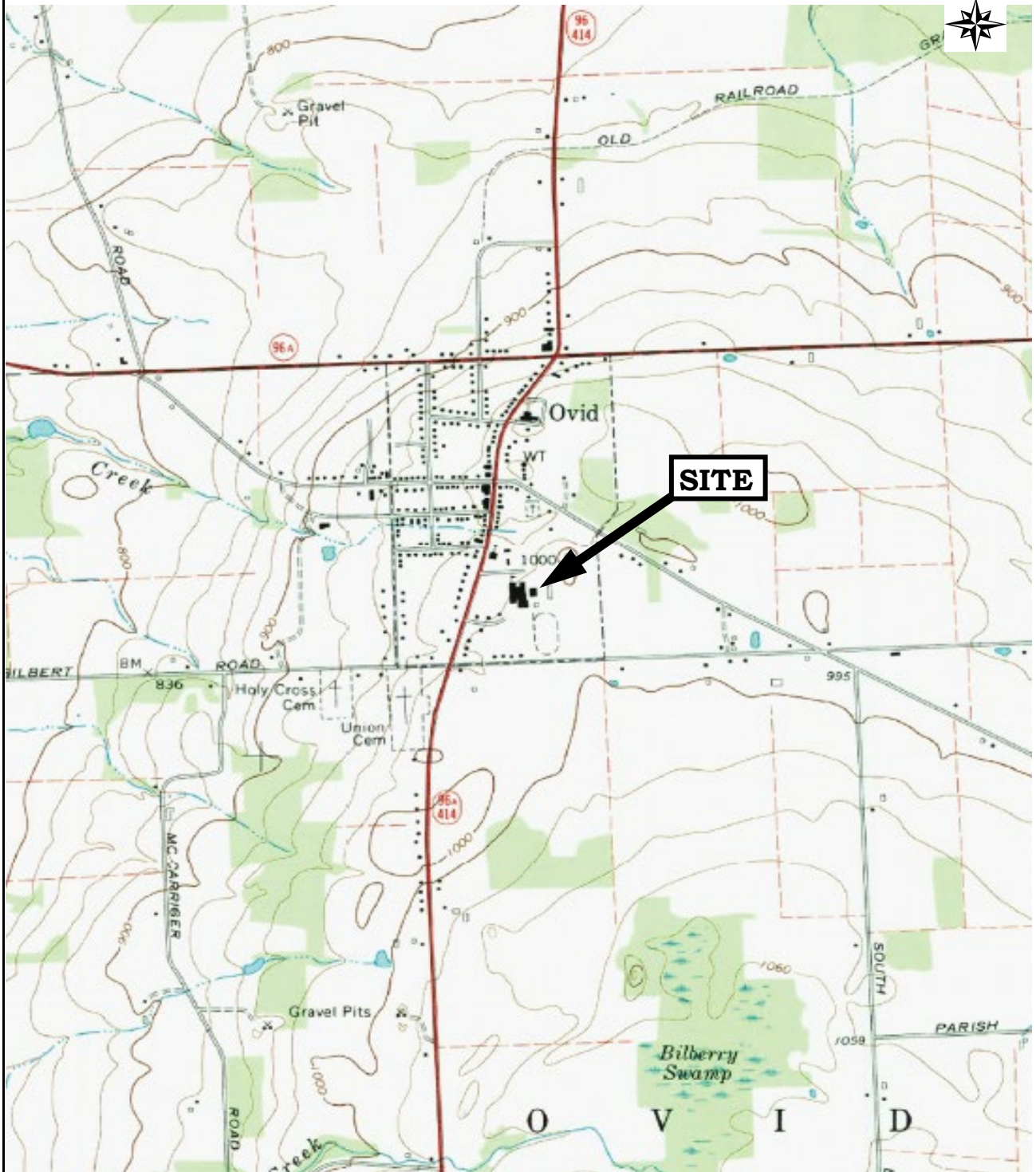
Professional Service Industries, Inc. did not provide any service to investigate or detect the presence of moisture, mold or other biological contaminate in or around any structure, or any service that was designed or intended to prevent or lower the risk of the occurrence of the amplification of the same. Mold is ubiquitous to the environment with mold amplification occurring when building materials are impacted by moisture. Site conditions are outside of Professional Service Industries, Inc.'s control, and mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, Professional Service Industries, Inc. cannot and shall not be held responsible of the occurrence or recurrence of mold amplification.

This report has been prepared for the exclusive use of South Seneca Central School District and their intermediaries, consultants for the specific application to this project at this site. Professional Service Industries, Inc. warrants that the evaluations and recommendations contained in this report are based on generally accepted professional engineering practices in the field of geotechnical engineering in the local area at the time of this report. No other warranties are implied or expressed.

FIGURES

Figure 1: Site Location Plans

Figure 2: Boring Location Plans

North

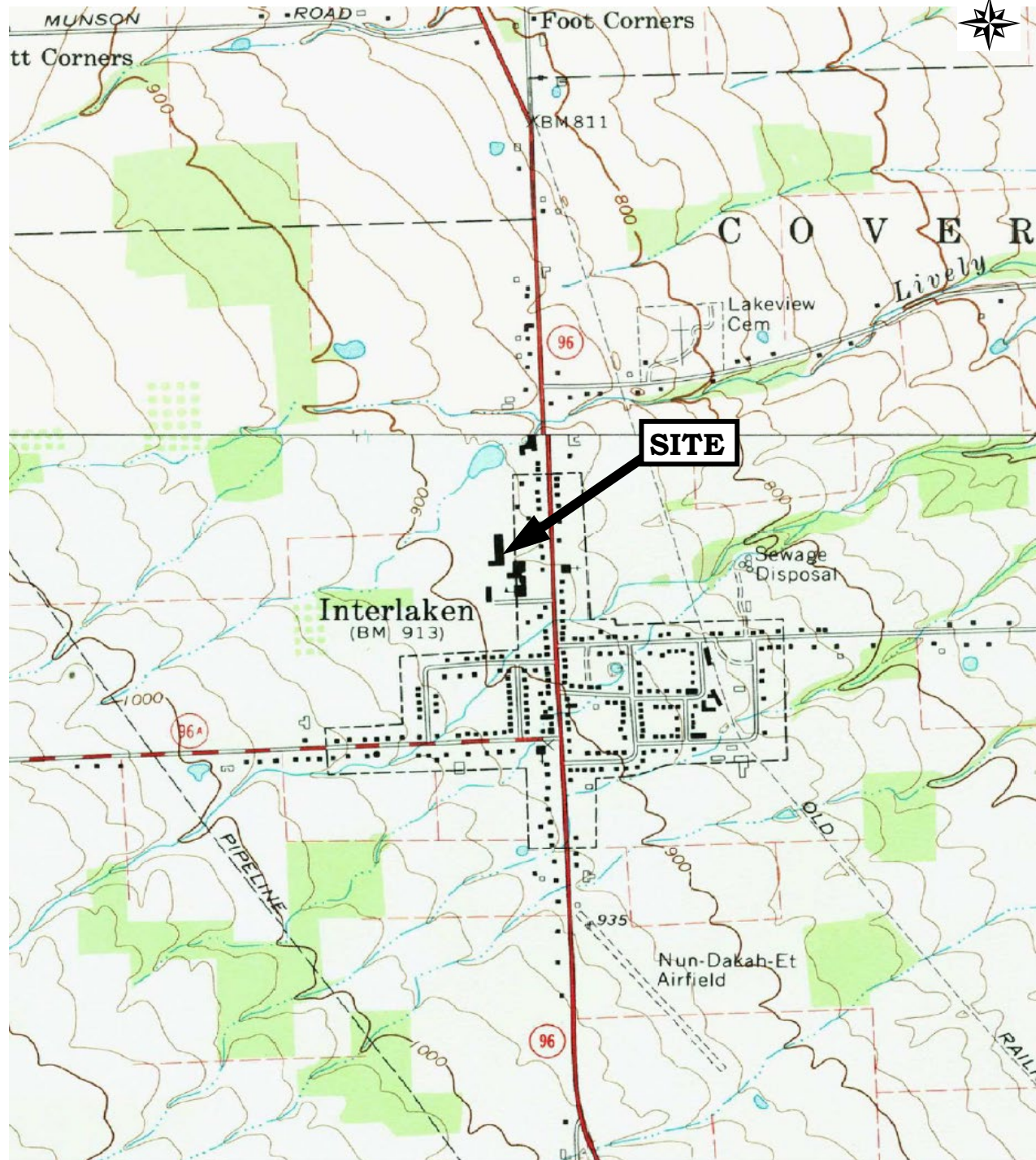
Base map provided by CalTopo Maps

Project Name:
South Seneca Central School District - Proposed 2022 Capital Project
Ovid High School
7263 Main Street (New York State Route 96A)
Ovid, Seneca County, New York 14521

General Site Location Plan

Project No.: 08061485

Date: October 25, 2023

North

Base map provided by CalTopo Maps

Project Name:
South Seneca Central School District - Proposed 2022 Capital Project
Interlaken Elementary School
8326 North Main Street (New York State Route 96)
Interlaken, Seneca County, New York 14847

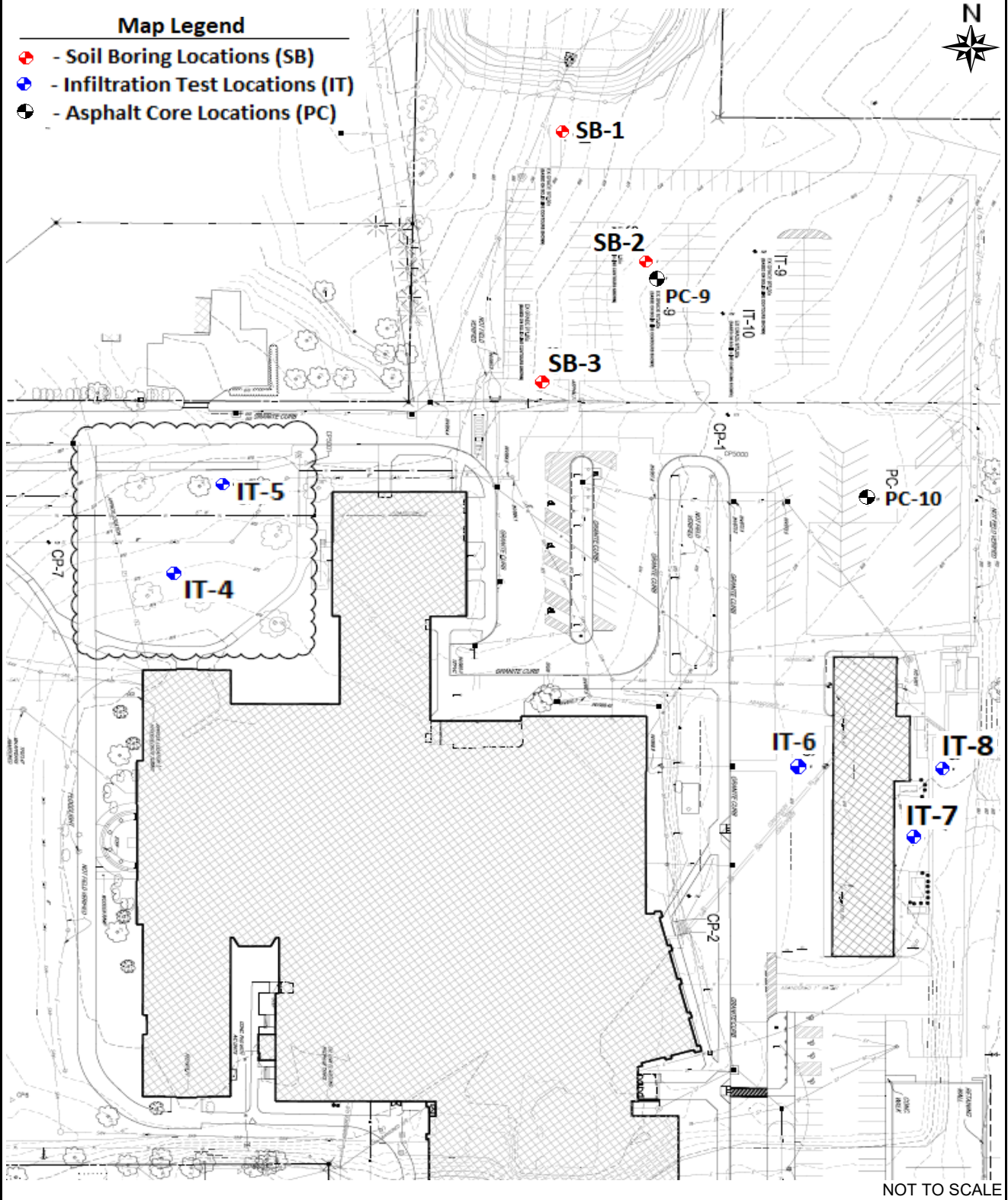
General Site Location Plan

Project No.: 08061485

Date: October 25, 2023

Map Legend

-  - Soil Boring Locations (SB)
-  - Infiltration Test Locations (IT)
-  - Asphalt Core Locations (PC)



Project Name:
South Seneca Central School District - Proposed 2022 Capital Project
Ovid High School
7263 Main Street (New York State Route 96A)
Ovid, Seneca County, New York 14521

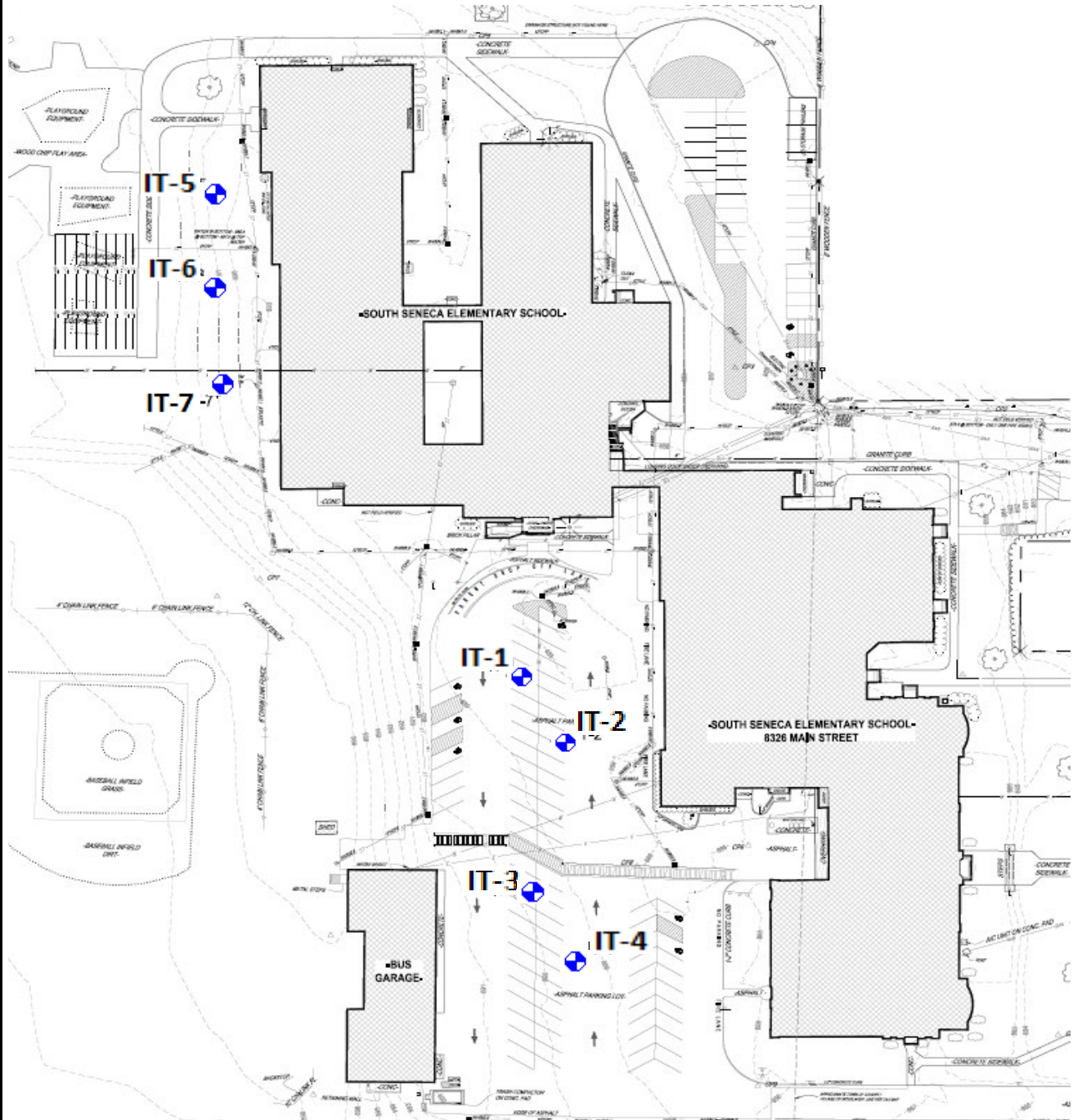
Boring Location / Infiltration Test Location Plan

Project No.: 08061485

Date: October 25, 2023

Map Legend

 - Infiltration Test Locations (IT)



NOT TO SCALE

Project Name:
 South Seneca Central School District - Proposed 2022 Capital Project
 Interlaken Elementary School
 8326 North Main Street (New York State Route 96)
 Interlaken, Seneca County, New York 14847

Boring Location / Infiltration Test Location Plan

Project No.: 08061485

Date: October 25, 2023

APPENDIX A

Boring Logs

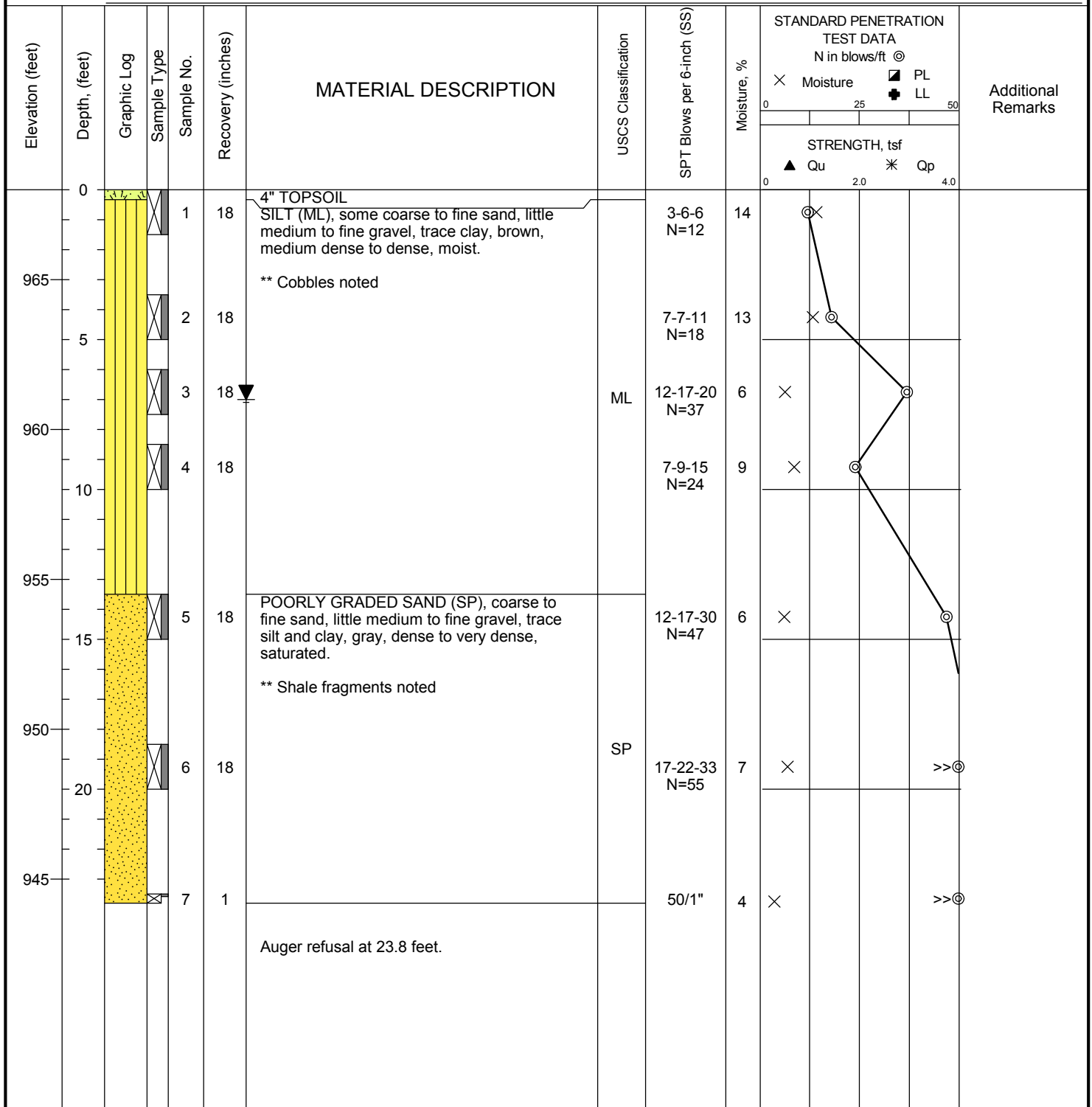
General Notes

Unified Soil Classification System

Grain Size Distribution Report

Pavement Core Photo Log

DATE STARTED: 5/5/23		DRILL COMPANY: PSI, Inc.		BORING SB-1											
DATE COMPLETED: 5/5/23		DRILLER: Carl Rengert LOGGED BY: Charles Forth													
COMPLETION DEPTH: 23.8 ft		DRILL RIG: Truck Mounted CME 55		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 30px; text-align: center; vertical-align: middle;">Water</td> <td style="text-align: center;">▽</td> <td>While Drilling</td> <td style="text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td style="text-align: right;">7 feet</td> </tr> <tr> <td style="text-align: center;">▽</td> <td>Delay</td> <td style="text-align: right;">N/A</td> </tr> </table>		Water	▽	While Drilling	None feet	▼	Upon Completion	7 feet	▽	Delay	N/A
Water	▽	While Drilling	None feet												
	▼	Upon Completion	7 feet												
	▽	Delay	N/A												
BENCHMARK: N/A		DRILLING METHOD: Hollow Stem Auger		BORING LOCATION: See Attached Boring Location Plan											
ELEVATION: 968.0 ft		SAMPLING METHOD: 2-in SS													
LATITUDE:		HAMMER TYPE: Automatic													
LONGITUDE:		EFFICIENCY: N/A													
STATION: N/A OFFSET: N/A		REVIEWED BY: CTF													
REMARKS: Hole Caved at 7'															



	Professional Service Industries, Inc. 3784 Commerce Court, Suite 300 North Tonawanda, NY 14120 Telephone: (716) 694-8657		PROJECT NO.: 08061485 - HS PROJECT: South Seneca CSD LOCATION: Ovid High School 7263 Main Street Ovid, Seneca County, NY 14521

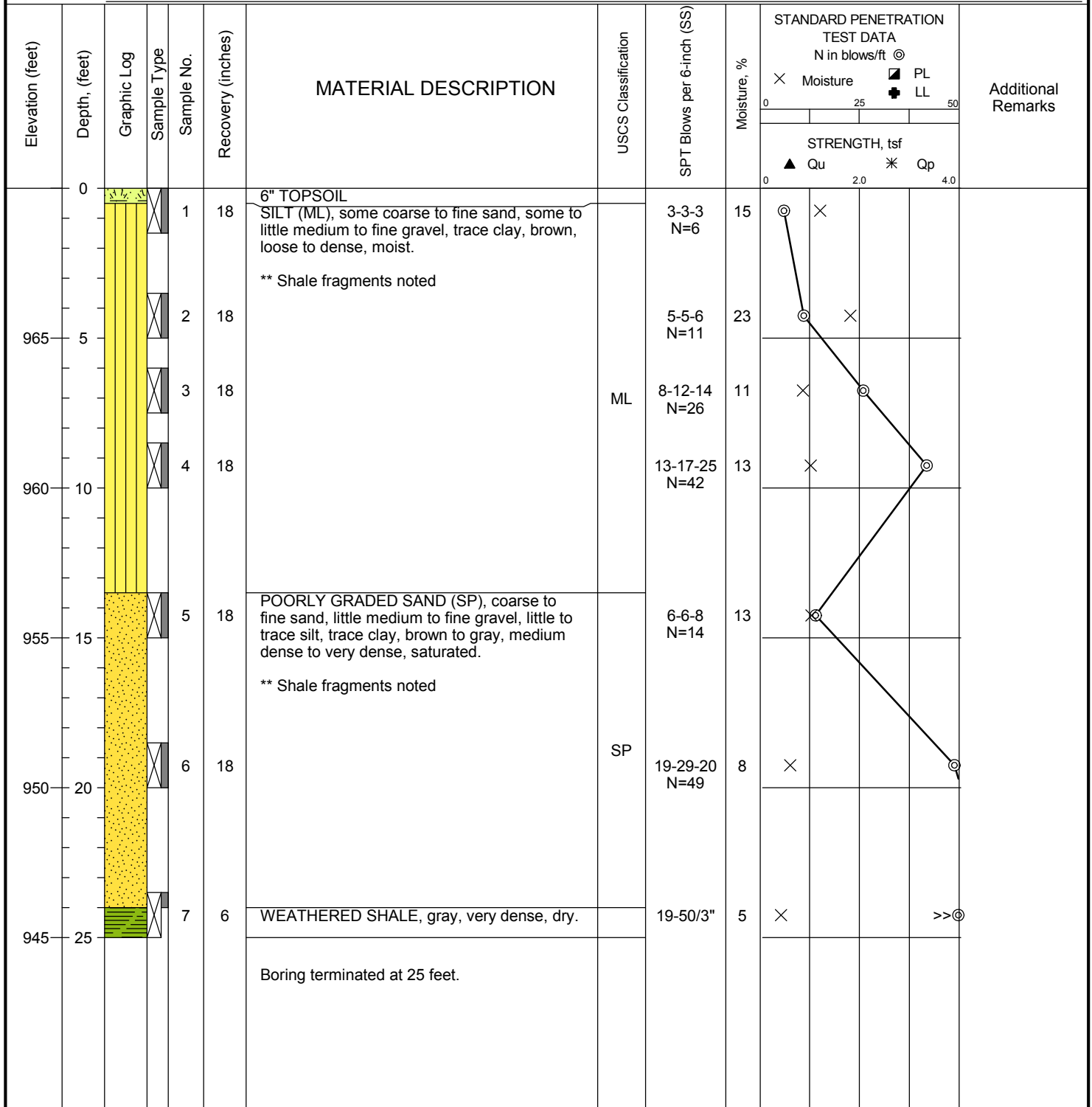
DATE STARTED: 5/4/23		DRILL COMPANY: PSI, Inc.		BORING SB-2								
DATE COMPLETED: 5/4/23		DRILLER: Carl Rengert LOGGED BY: Charles Forth										
COMPLETION DEPTH: 27.0 ft		DRILL RIG: Truck Mounted CME 55		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="text-align: center; vertical-align: middle;">Water</td> <td> While Drilling</td> <td>None feet</td> </tr> <tr> <td> Upon Completion</td> <td>None feet</td> </tr> <tr> <td> Delay</td> <td>N/A</td> </tr> </table>		Water	While Drilling	None feet	Upon Completion	None feet	Delay	N/A
Water	While Drilling	None feet										
	Upon Completion	None feet										
	Delay	N/A										
BENCHMARK: N/A		DRILLING METHOD: Hollow Stem Auger		BORING LOCATION: See Attached Boring Location Plan								
ELEVATION: 973.0 ft		SAMPLING METHOD: 2-in SS										
LATITUDE:		HAMMER TYPE: Automatic										
LONGITUDE:		EFFICIENCY: N/A										
STATION: N/A		OFFSET: N/A										
REMARKS: Hole Cave at 7'		REVIEWED BY: CTF										

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA N in blows/ft @	Additional Remarks
										X Moisture PL LL STRENGTH, tsf ▲ Qu * Qp	
970	0			1	18	3" ASPHALT 8" AGGREGATE BASE SILT (ML), and to some coarse to fine sand, little to trace medium to fine gravel, trace clay, brown, medium dense to dense, moist.		7-5-6 N=11	15		
	5			2	18	** Shale fragments noted		6-7-9 N=16	17		Fines=50.5%
				3	18			12-15-19 N=34	11		
965	10			4	18		ML	12-12-14 N=26	6		
960	15			5	18			13-15-16 N=31	7		
955	20			6	18	POORLY GRADED SAND (SP), coarse to fine sand, little medium to fine gravel, trace silt and clay, gray, dense, saturated. ** Shale fragments noted		14-16-15 N=31	8		
950	25			7	18		SP	21-29-19 N=48	6		
						Auger refusal at 27 feet.					

	Professional Service Industries, Inc.		PROJECT NO.: 08061485 - HS
	3784 Commerce Court, Suite 300		PROJECT: South Seneca CSD
	North Tonawanda, NY 14120		LOCATION: Ovid High School
	Telephone: (716) 694-8657		7263 Main Street
			Ovid, Seneca County, NY 14521

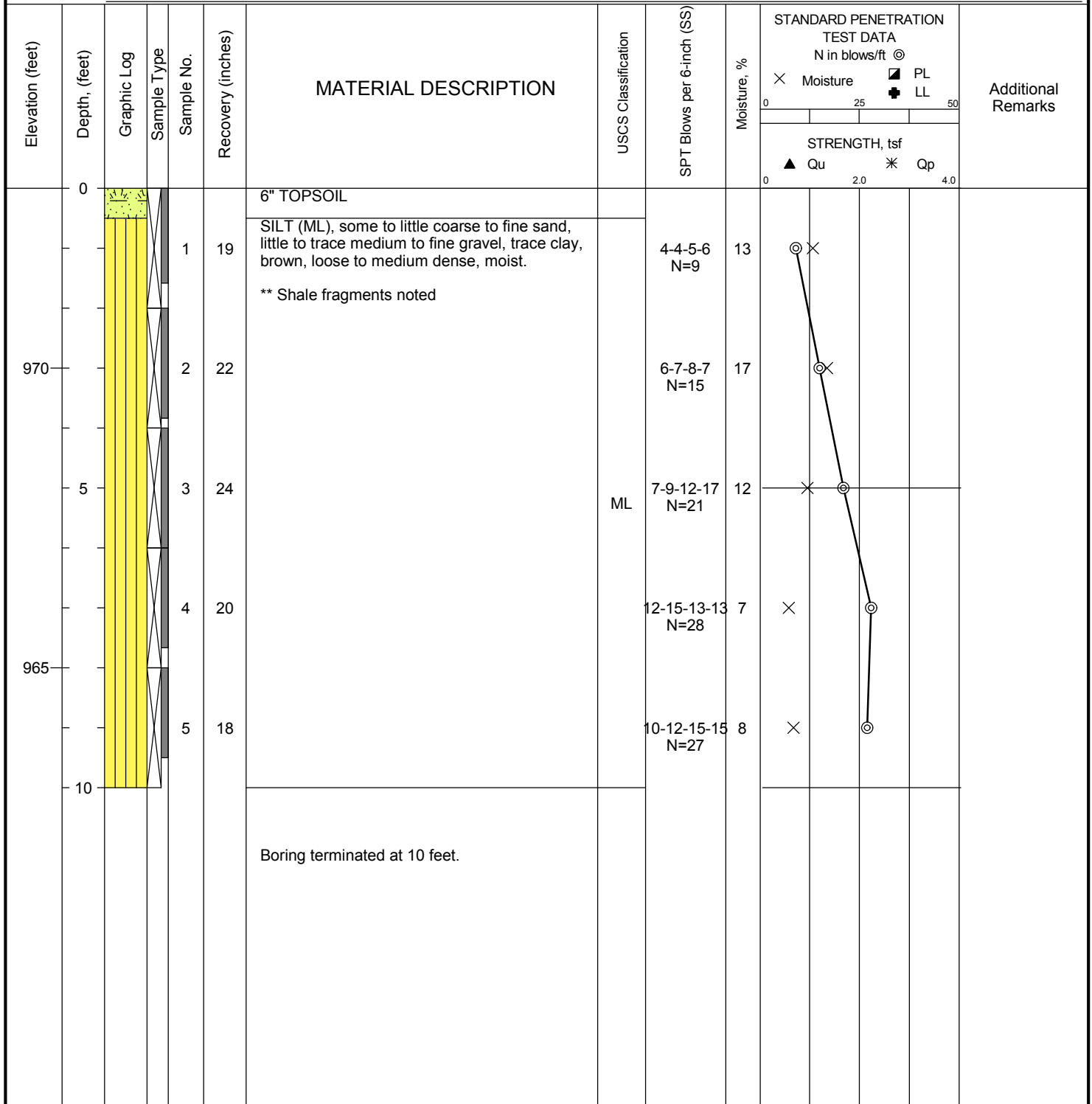
The stratification lines represent approximate boundaries. The transition may be gradual.

DATE STARTED: 5/4/23 DATE COMPLETED: 5/4/23 COMPLETION DEPTH: 25.0 ft BENCHMARK: N/A ELEVATION: 970.0 ft LATITUDE: LONGITUDE: STATION: N/A OFFSET: N/A REMARKS: Hole Cave at 6'	DRILL COMPANY: PSI, Inc. DRILLER: Carl Rengert LOGGED BY: Charles Forth DRILL RIG: Truck Mounted CME 55 DRILLING METHOD: Hollow Stem Auger SAMPLING METHOD: 2-in SS HAMMER TYPE: Automatic EFFICIENCY: N/A REVIEWED BY: CTF	BORING SB-3 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width:5%; text-align: center; font-weight: bold;">Water</td> <td style="width:10%; text-align: center;">▽</td> <td style="width:65%;">While Drilling</td> <td style="width:20%; text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td style="text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▽</td> <td>Delay</td> <td style="text-align: right;">N/A</td> </tr> </table> BORING LOCATION: See Attached Boring Location Plan	Water	▽	While Drilling	None feet	▼	Upon Completion	None feet	▽	Delay	N/A
Water	▽	While Drilling		None feet								
	▼	Upon Completion		None feet								
	▽	Delay	N/A									



	Professional Service Industries, Inc. 3784 Commerce Court, Suite 300 North Tonawanda, NY 14120 Telephone: (716) 694-8657	PROJECT NO.: 08061485 - HS PROJECT: South Seneca CSD LOCATION: Ovid High School 7263 Main Street Ovid, Seneca County, NY 14521

DATE STARTED: 5/11/23		DRILL COMPANY: PSI, Inc.		BORING IT-4														
DATE COMPLETED: 5/11/23		DRILLER: Carl Rengert LOGGED BY: Charles Forth																
COMPLETION DEPTH: 10.0 ft		DRILL RIG: Truck Mounted CME 55		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 30px; text-align: center; vertical-align: middle;">Water</td> <td style="text-align: center;">▽</td> <td>While Drilling</td> <td style="text-align: right;">None</td> <td style="text-align: right;">feet</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td style="text-align: right;">None</td> <td style="text-align: right;">feet</td> </tr> <tr> <td style="text-align: center;">▽</td> <td>Delay</td> <td style="text-align: right;">N/A</td> <td style="text-align: right;"></td> </tr> </table>		Water	▽	While Drilling	None	feet	▼	Upon Completion	None	feet	▽	Delay	N/A	
Water	▽	While Drilling	None				feet											
	▼	Upon Completion	None				feet											
	▽	Delay	N/A															
BENCHMARK: N/A		DRILLING METHOD: Hollow Stem Auger		BORING LOCATION: See Attached Boring Location Plan														
ELEVATION: 973.0 ft		SAMPLING METHOD: 2-in SS																
LATITUDE:		HAMMER TYPE: Automatic																
LONGITUDE:		EFFICIENCY: N/A																
STATION: N/A OFFSET: N/A		REVIEWED BY: CTF																
REMARKS: No Hole Cave Noted																		



Professional Service Industries, Inc.
 3784 Commerce Court, Suite 300
 North Tonawanda, NY 14120
 Telephone: (716) 694-8657

PROJECT NO.: 08061485 - HS
PROJECT: South Seneca CSD
LOCATION: Ovid High School
 7263 Main Street
 Ovid, Seneca County, NY 14521

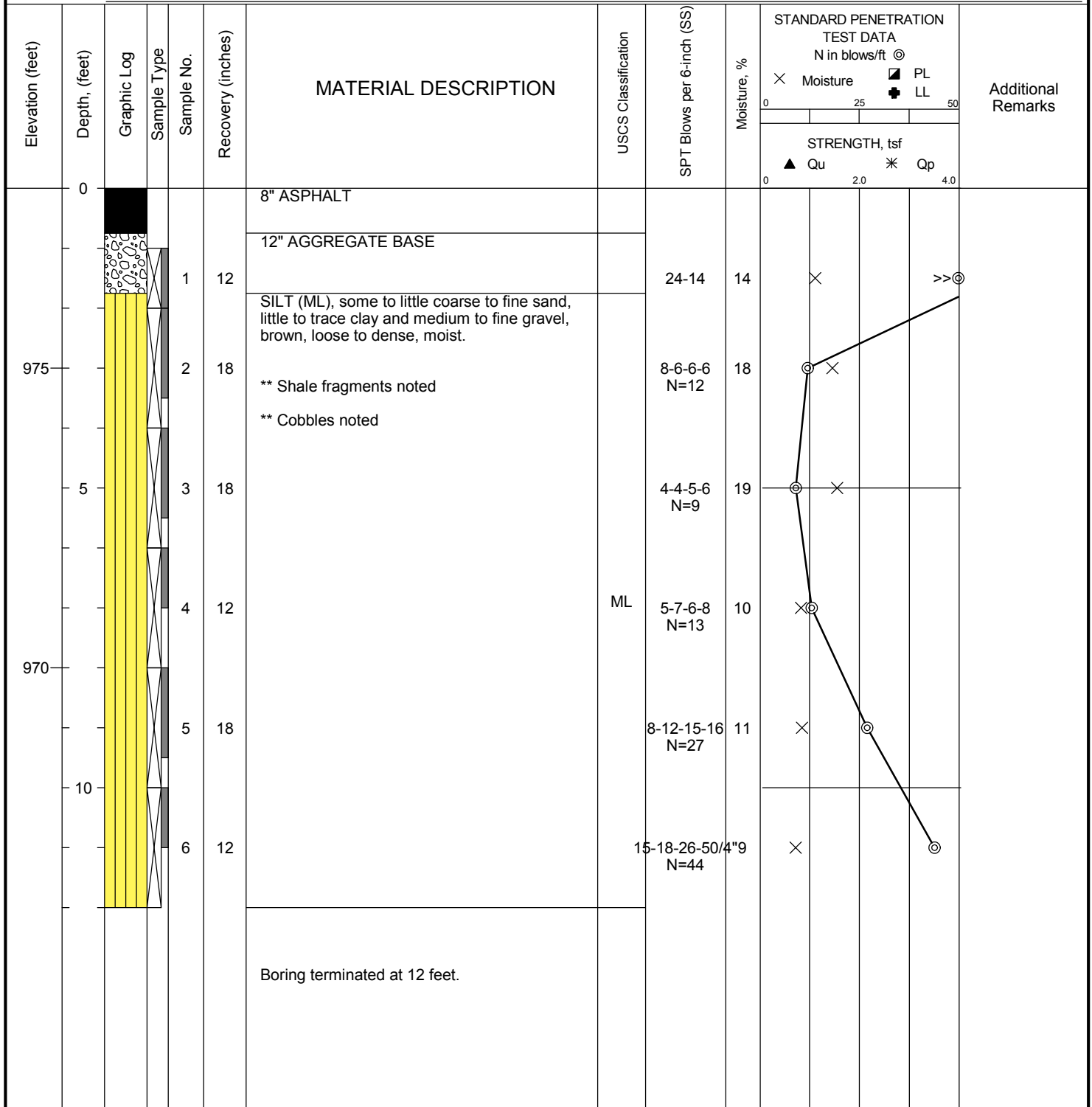
DATE STARTED: 5/11/23 DATE COMPLETED: 5/11/23 COMPLETION DEPTH: 10.0 ft BENCHMARK: N/A ELEVATION: 971.0 ft LATITUDE: LONGITUDE: STATION: N/A OFFSET: N/A REMARKS: No Hole Cave Noted	DRILL COMPANY: PSI, Inc. DRILLER: Carl Rengert LOGGED BY: Charles Forth DRILL RIG: Truck Mounted CME 55 DRILLING METHOD: Hollow Stem Auger SAMPLING METHOD: 2-in SS HAMMER TYPE: Automatic EFFICIENCY: N/A REVIEWED BY: CTF	BORING IT-5 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width:5%; text-align: center; font-weight: bold;">Water</td> <td style="width:10%; text-align: center;">▽</td> <td style="width:65%;">While Drilling</td> <td style="width:20%; text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td style="text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">⏸</td> <td>Delay</td> <td style="text-align: right;">N/A</td> </tr> </table> BORING LOCATION: See Attached Boring Location Plan	Water	▽	While Drilling	None feet	▼	Upon Completion	None feet	⏸	Delay	N/A
Water	▽	While Drilling		None feet								
	▼	Upon Completion		None feet								
	⏸	Delay	N/A									

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA N in blows/ft @				Additional Remarks
										X Moisture PL LL 0 25 50 STRENGTH, tsf ▲ Qu * Qp 0 2.0 4.0				
0						6" TOPSOIL								
970				1	22	SILT (ML), some to little coarse to fine sand, little to trace medium to fine gravel, little to trace clay, brown, medium dense to dense, moist. ** Shale fragments noted.		5-10-7-8 N=17	10	X	⊙			
				2	12			7-9-7-10 N=16	10	X	⊙			
5				3	22		ML	9-10-10-11 N=20	10	X	⊙			
965				4	22			13-15-17-22 N=32	9	X		⊙		
				5	22			20-19-24-24 N=43	5	X			⊙	
10						Boring terminated at 10 feet.								

	Professional Service Industries, Inc. 3784 Commerce Court, Suite 300 North Tonawanda, NY 14120 Telephone: (716) 694-8657	PROJECT NO.: 08061485 - HS PROJECT: South Seneca CSD LOCATION: Ovid High School 7263 Main Street Ovid, Seneca County, NY 14521

The stratification lines represent approximate boundaries. The transition may be gradual.

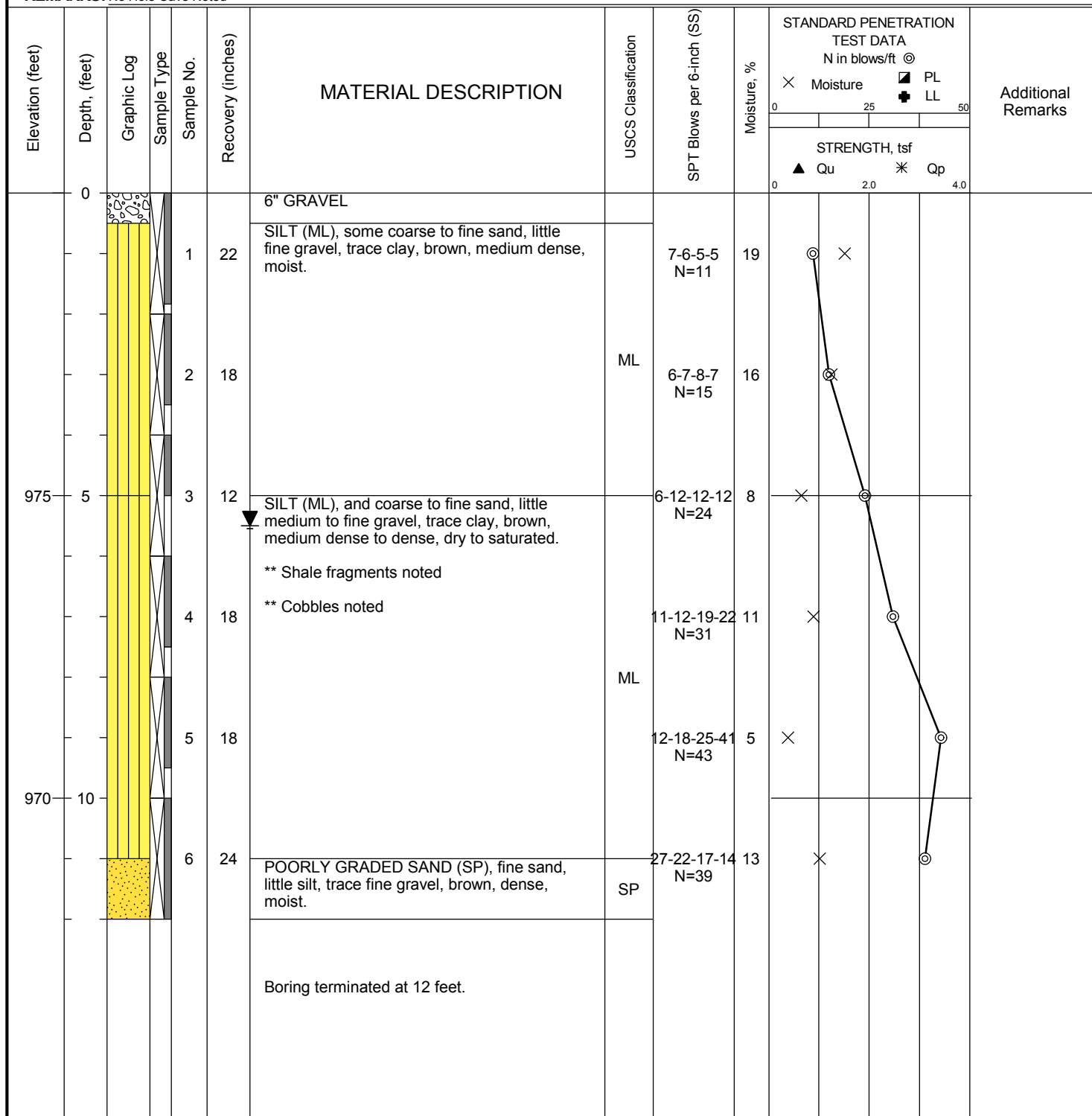
DATE STARTED: 5/8/23 DATE COMPLETED: 5/8/23 COMPLETION DEPTH: 12.0 ft BENCHMARK: N/A ELEVATION: 978.0 ft LATITUDE: LONGITUDE: STATION: N/A OFFSET: N/A REMARKS: No Hole Cave Noted	DRILL COMPANY: PSI, Inc. DRILLER: Carl Rengert LOGGED BY: Charles Forth DRILL RIG: Truck Mounted CME 55 DRILLING METHOD: Hollow Stem Auger SAMPLING METHOD: 2-in SS HAMMER TYPE: Automatic EFFICIENCY: N/A REVIEWED BY: CTF	BORING IT-6 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 5%; text-align: center; font-weight: bold;">Water</td> <td style="width: 10%; text-align: center;">▽</td> <td style="width: 65%;">While Drilling</td> <td style="width: 20%; text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td style="text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▽</td> <td>Delay</td> <td style="text-align: right;">N/A</td> </tr> </table> BORING LOCATION: See Attached Boring Location Plan	Water	▽	While Drilling	None feet	▼	Upon Completion	None feet	▽	Delay	N/A
Water	▽	While Drilling		None feet								
	▼	Upon Completion		None feet								
	▽	Delay	N/A									



	Professional Service Industries, Inc. 3784 Commerce Court, Suite 300 North Tonawanda, NY 14120 Telephone: (716) 694-8657	PROJECT NO.: 08061485 - HS PROJECT: South Seneca CSD LOCATION: Ovid High School 7263 Main Street Ovid, Seneca County, NY 14521

The stratification lines represent approximate boundaries. The transition may be gradual.

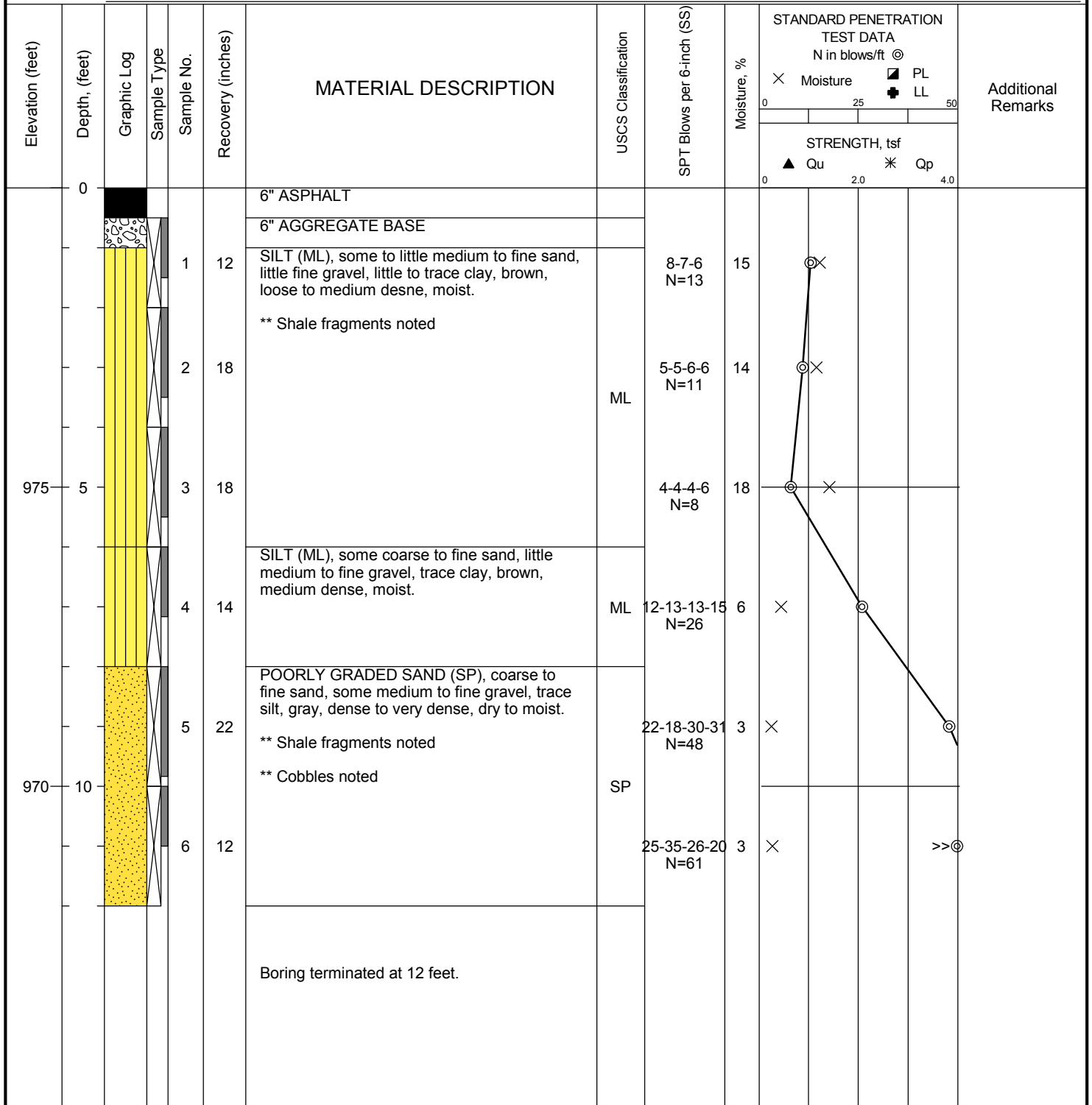
DATE STARTED: 5/8/23 DATE COMPLETED: 5/8/23 COMPLETION DEPTH: 12.0 ft BENCHMARK: N/A ELEVATION: 980.0 ft LATITUDE: LONGITUDE: STATION: N/A OFFSET: N/A REMARKS: No Hole Cave Noted	DRILL COMPANY: PSI, Inc. DRILLER: Carl Rengert LOGGED BY: Charles Forth DRILL RIG: Truck Mounted CME 55 DRILLING METHOD: Hollow Stem Auger SAMPLING METHOD: 2-in SS HAMMER TYPE: Automatic EFFICIENCY: N/A REVIEWED BY: CTF	BORING IT-7 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 10%; text-align: center; font-weight: bold;">Water</td> <td style="width: 10%; text-align: center;">▽</td> <td style="width: 60%;">While Drilling</td> <td style="width: 20%; text-align: right;">5.5 feet</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td style="text-align: right;">5.5 feet</td> </tr> <tr> <td style="text-align: center;">▽</td> <td>Delay</td> <td style="text-align: right;">N/A</td> </tr> </table> BORING LOCATION: See Attached Boring Location Plan	Water	▽	While Drilling	5.5 feet	▼	Upon Completion	5.5 feet	▽	Delay	N/A
Water	▽	While Drilling		5.5 feet								
	▼	Upon Completion		5.5 feet								
	▽	Delay	N/A									



Professional Service Industries, Inc.
 3784 Commerce Court, Suite 300
 North Tonawanda, NY 14120
 Telephone: (716) 694-8657

PROJECT NO.: 08061485 - HS
PROJECT: South Seneca CSD
LOCATION: Ovid High School
 7263 Main Street
 Ovid, Seneca County, NY 14521

DATE STARTED: 5/8/23 DATE COMPLETED: 5/8/23 COMPLETION DEPTH: 12.0 ft BENCHMARK: N/A ELEVATION: 980.0 ft LATITUDE: LONGITUDE: STATION: N/A OFFSET: N/A REMARKS: No Hole Cave Noted	DRILL COMPANY: PSI, Inc. DRILLER: Carl Rengert LOGGED BY: Charles Forth DRILL RIG: Truck Mounted CME 55 DRILLING METHOD: Hollow Stem Auger SAMPLING METHOD: 2-in SS HAMMER TYPE: Automatic EFFICIENCY: N/A REVIEWED BY: CTF	BORING IT-8 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width:5%; text-align: center; font-weight: bold;">Water</td> <td style="width:10%; text-align: center;">▽</td> <td style="width:70%;">While Drilling</td> <td style="width:15%; text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td style="text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▽</td> <td>Delay</td> <td style="text-align: right;">N/A</td> </tr> </table> BORING LOCATION: See Attached Boring Location Plan	Water	▽	While Drilling	None feet	▼	Upon Completion	None feet	▽	Delay	N/A
Water	▽	While Drilling		None feet								
	▼	Upon Completion		None feet								
	▽	Delay	N/A									



	Professional Service Industries, Inc. 3784 Commerce Court, Suite 300 North Tonawanda, NY 14120 Telephone: (716) 694-8657	PROJECT NO.: 08061485 - HS PROJECT: South Seneca CSD LOCATION: Ovid High School 7263 Main Street Ovid, Seneca County, NY 14521

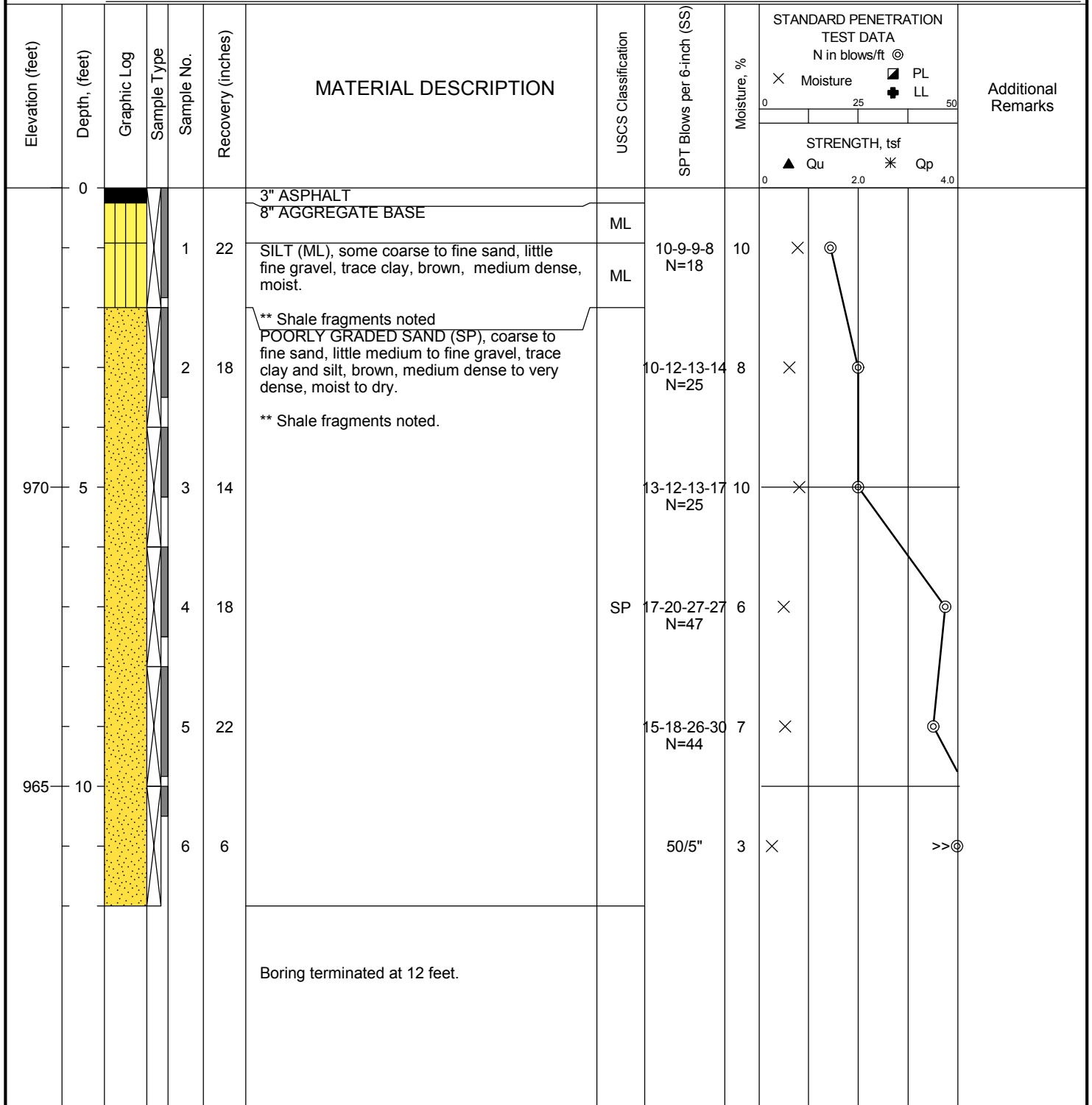
The stratification lines represent approximate boundaries. The transition may be gradual.

DATE STARTED: 5/5/23 DATE COMPLETED: 5/5/23 COMPLETION DEPTH: 12.0 ft BENCHMARK: N/A ELEVATION: 975.0 ft LATITUDE: LONGITUDE: STATION: N/A OFFSET: N/A REMARKS: No Hole Cave Noted	DRILL COMPANY: PSI, Inc. DRILLER: Carl Rengert LOGGED BY: Charles Forth DRILL RIG: Truck Mounted CME 55 DRILLING METHOD: Hollow Stem Auger SAMPLING METHOD: 2-in SS HAMMER TYPE: Automatic EFFICIENCY: N/A REVIEWED BY: CTF	BORING IT-9 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width:5%; text-align: center; font-weight: bold;">Water</td> <td style="width:10%; text-align: center;">▽</td> <td style="width:65%;">While Drilling</td> <td style="width:20%; text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td style="text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">⏸</td> <td>Delay</td> <td style="text-align: right;">N/A</td> </tr> </table> BORING LOCATION: See Attached Boring Location Plan	Water	▽	While Drilling	None feet	▼	Upon Completion	None feet	⏸	Delay	N/A
Water	▽	While Drilling		None feet								
	▼	Upon Completion		None feet								
	⏸	Delay	N/A									

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA N in blows/ft @	Additional Remarks
										X Moisture PL LL STRENGTH, tsf ▲ Qu * Qp	
0						3.5" ASPHALT					
						9" AGGREGATE BASE					
				1	18	SILT (ML), some coarse to fine sand, little fine gravel, trace clay, brown, loose, moist. ** Shale fragments noted		7-6-3-3 N=9	16		
				2	18		ML	3-4-5-6 N=9	18		
970	5			3	0			4-3-3-3 N=6			
				4	18	POORLY GRADED SAND (SP), coarse to fine sand, some medium to fine gravel, little silt, trace clay, brown, medium dense to dense, moist to dry. ** Shale fragments noted ** Cobbles noted		4-9-15-20 N=24	7		
				5	12		SP	15-19-22-28 N=41	3		
965	10			6	18			19-21-17-12 N=38	5		
						Boring terminated at 12 feet.					

	Professional Service Industries, Inc. 3784 Commerce Court, Suite 300 North Tonawanda, NY 14120 Telephone: (716) 694-8657	PROJECT NO.: 08061485 - HS PROJECT: South Seneca CSD LOCATION: Ovid High School 7263 Main Street Ovid, Seneca County, NY 14521

DATE STARTED: 5/5/23 DATE COMPLETED: 5/5/23 COMPLETION DEPTH: 12.0 ft BENCHMARK: N/A ELEVATION: 975.0 ft LATITUDE: LONGITUDE: STATION: N/A OFFSET: N/A REMARKS: No Hole Cave Noted	DRILL COMPANY: PSI, Inc. DRILLER: Carl Rengert LOGGED BY: Charles Forth DRILL RIG: Truck Mounted CME 55 DRILLING METHOD: Hollow Stem Auger SAMPLING METHOD: 2-in SS HAMMER TYPE: Automatic EFFICIENCY: N/A REVIEWED BY: CTF	BORING IT-10 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width:5%; text-align: center; font-weight: bold;">Water</td> <td style="width:10%; text-align: center;">▽</td> <td style="width:65%;">While Drilling</td> <td style="width:20%; text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td style="text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">⏸</td> <td>Delay</td> <td style="text-align: right;">N/A</td> </tr> </table> BORING LOCATION: See Attached Boring Location Plan	Water	▽	While Drilling	None feet	▼	Upon Completion	None feet	⏸	Delay	N/A
Water	▽	While Drilling		None feet								
	▼	Upon Completion		None feet								
	⏸	Delay	N/A									



	Professional Service Industries, Inc. 3784 Commerce Court, Suite 300 North Tonawanda, NY 14120 Telephone: (716) 694-8657	PROJECT NO.: 08061485 - HS PROJECT: South Seneca CSD LOCATION: Ovid High School 7263 Main Street Ovid, Seneca County, NY 14521

BORING LOCATION:
See Attached Boring Location Plan

Boring terminated at 5 feet.

DATE STARTED: 5/5/23 DATE COMPLETED: 5/5/23 COMPLETION DEPTH: 5.0 ft BENCHMARK: N/A ELEVATION: 977.0 ft LATITUDE: LONGITUDE: STATION: N/A OFFSET: N/A REMARKS: Hole Cave at 3.5'	DRILL COMPANY: PSI, Inc. DRILLER: Carl Rengert LOGGED BY: Charles Forth DRILL RIG: Truck Mounted CME 55 DRILLING METHOD: Hollow Stem Auger SAMPLING METHOD: 2-in SS HAMMER TYPE: Automatic EFFICIENCY: N/A REVIEWED BY: CTF	BORING PC-10 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width:5%; text-align: center; font-weight: bold;">Water</td> <td style="width:10%; text-align: center;">▽</td> <td style="width:70%;">While Drilling</td> <td style="width:15%; text-align: right;">None</td> <td style="width:10%;">feet</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td style="text-align: right;">None</td> <td>feet</td> </tr> <tr> <td style="text-align: center;">▽</td> <td>Delay</td> <td style="text-align: right;">N/A</td> <td></td> </tr> </table> BORING LOCATION: See Attached Boring Location Plan	Water	▽	While Drilling	None	feet	▼	Upon Completion	None	feet	▽	Delay	N/A	
Water	▽	While Drilling		None	feet										
	▼	Upon Completion		None	feet										
	▽	Delay	N/A												

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA N in blows/ft ☉ ✕ Moisture ▣ PL ⊕ LL				Additional Remarks
									0 25 50					
										STRENGTH, tsf ▲ Qu ✱ Qp				
									0 2.0 4.0					
	0					8" ASPHALT								
				1	12	12" AGGREGATE BASE		10-9-9 N=18	6	✕	☉			
975				2	18	FILL, silt and coarse to fine sand and medium to fine gravel, brown, medium dense to dense, moist.	FILL	12-15-25-18 N=40	8	✕		☉		
				3	7			15-19	7	✕			>>☉	
5						Boring terminated at 5 feet.								

	Professional Service Industries, Inc. 3784 Commerce Court, Suite 300 North Tonawanda, NY 14120 Telephone: (716) 694-8657	PROJECT NO.: 08061485 - HS PROJECT: South Seneca CSD LOCATION: Ovid High School 7263 Main Street Ovid, Seneca County, NY 14521

The stratification lines represent approximate boundaries. The transition may be gradual.

DATE STARTED: 5/10/23		DRILL COMPANY: PSI, Inc.		BORING IT-1	
DATE COMPLETED: 5/10/23		DRILLER: Carl Rengert LOGGED BY: Charles Forth			
COMPLETION DEPTH: 12.0 ft		DRILL RIG: Truck Mounted CME 55		Water ☐ While Drilling None feet ☒ Upon Completion None feet ☐ Delay N/A	
BENCHMARK: N/A		DRILLING METHOD: Hollow Stem Auger			
ELEVATION: 888.0 ft		SAMPLING METHOD: 2-in SS			
LATITUDE:		HAMMER TYPE: Automatic		BORING LOCATION: See Attached Boring Location Plan	
LONGITUDE:		EFFICIENCY: N/A			
STATION: N/A OFFSET: N/A		REVIEWED BY: CTF			
REMARKS: No Hole Cave Noted					

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA N in blows/ft @				Additional Remarks
										X Moisture PL LL 0 25 50 STRENGTH, tsf ▲ Qu * Qp 0 2.0 4.0				
	0					3.5" ASPHALT								
						7" AGGREGATE BASE								
				1	18	SILT (ML), some medium to fine sand, little to trace medium to fine gravel, trace clay, brown, loose to medium dense, moist.	ML	4-3-4 N=7	15					
885				2	10			4-6-8-9 N=14	17					
				3	24	SILT (ML), some coarse to fine sand, little fine gravel, trace to no clay, brown, dense to very dense, moist. ** Cobbles noted	ML	12-20-22-24 N=42	8					
				4	18			31-40-47-50/4"6 N=87						
880				5	22	SILT (ML), little coarse to fine sand and fine gravel, trace shale fragments, gray, very dense, moist.	ML	21-30-28-33 N=58	7					
				6	20	WEATHERED SHALE, trace shale fragments, gray, very dense, wet.		35-43-49-47 N=92	5					
						Boring terminated at 12 feet.								

	Professional Service Industries, Inc.	PROJECT NO.: 08061485 - ES
	3784 Commerce Court, Suite 300	PROJECT: South Seneca CSD
	North Tonawanda, NY 14120	LOCATION: Interlaken Elementary School
	Telephone: (716) 694-8657	8326 North Main Street Interlaken, Seneca County, NY 14847

The stratification lines represent approximate boundaries. The transition may be gradual.

DATE STARTED: 5/10/23 DATE COMPLETED: 5/10/23 COMPLETION DEPTH: 10.2 ft BENCHMARK: N/A ELEVATION: 888.0 ft LATITUDE: LONGITUDE: STATION: N/A OFFSET: N/A REMARKS: No Hole Cave Noted	DRILL COMPANY: PSI, Inc. DRILLER: Carl Rengert LOGGED BY: Charles Forth DRILL RIG: Truck Mounted CME 55 DRILLING METHOD: Hollow Stem Auger SAMPLING METHOD: 2-in SS HAMMER TYPE: Automatic EFFICIENCY: N/A REVIEWED BY: CTF	BORING IT-2 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width:5%; text-align: center; font-weight: bold;">Water</td> <td style="width:10%; text-align: center;">▽</td> <td style="width:75%;">While Drilling</td> <td style="width:10%; text-align: right;">None</td> <td style="width:10%;">feet</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td style="text-align: right;">None</td> <td>feet</td> </tr> <tr> <td style="text-align: center;">▽</td> <td>Delay</td> <td style="text-align: right;">N/A</td> <td></td> </tr> </table> BORING LOCATION: See Attached Boring Location Plan	Water	▽	While Drilling	None	feet	▼	Upon Completion	None	feet	▽	Delay	N/A	
Water	▽	While Drilling		None	feet										
	▼	Upon Completion		None	feet										
	▽	Delay	N/A												

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA N in blows/ft @	Additional Remarks
						3.5" ASPHALT					
						8" AGGREGATE BASE					
				1	8	SILT (ML), some to little medium to fine sand, little to trace medium to fine gravel, little to trace clay, brown, medium dense, moist.	ML	7-6-6 N=12	7	×	
885				2	18			7-9-9-12 N=18	7	×	
				3	19	SILT (ML), some coarse to fine sand, little medium to fine gravel, brown, very dense, moist. ** Cobbles noted ** Shale fragments noted		11-21-30-38 N=51	6	×	
				4	10		ML	38-50/5"	5	×	
880				5	20			40-42-31-50/3"4 N=73		×	
				6	2	WEATHERED SHALE, trace shale fragments, gray, very dense, dry.		50/1"	0	×	
						Boring terminated at 10.2 feet.					

	Professional Service Industries, Inc. 3784 Commerce Court, Suite 300 North Tonawanda, NY 14120 Telephone: (716) 694-8657	PROJECT NO.: 08061485 - ES PROJECT: South Seneca CSD LOCATION: Interlaken Elementary School 8326 North Main Street Interlaken, Seneca County, NY 14847

DATE STARTED: 5/9/23 DATE COMPLETED: 5/9/23 COMPLETION DEPTH: 12.0 ft BENCHMARK: N/A ELEVATION: 890.0 ft LATITUDE: LONGITUDE: STATION: N/A OFFSET: N/A REMARKS: No Hole Cave Noted	DRILL COMPANY: PSI, Inc. DRILLER: Carl Rengert LOGGED BY: Charles Forth DRILL RIG: Truck Mounted CME 55 DRILLING METHOD: Hollow Stem Auger SAMPLING METHOD: 2-in SS HAMMER TYPE: Automatic EFFICIENCY: N/A REVIEWED BY: CTF	BORING IT-3 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width:5%; text-align: center; font-weight: bold;">Water</td> <td style="width:10%; text-align: center;">▽</td> <td style="width:65%;">While Drilling</td> <td style="width:20%; text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td style="text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▽</td> <td>Delay</td> <td style="text-align: right;">N/A</td> </tr> </table> BORING LOCATION: See Attached Boring Location Plan	Water	▽	While Drilling	None feet	▼	Upon Completion	None feet	▽	Delay	N/A
Water	▽	While Drilling		None feet								
	▼	Upon Completion		None feet								
	▽	Delay	N/A									

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA N in blows/ft @				Additional Remarks
										× Moisture ■ PL ▼ 0 25 50 ▲ Qu * Qp 0 2.0 4.0				
	0					3.5" ASPHALT 12" AGGREGATE BASE								
				1	16	SILT (ML), some coarse to fine sand, little medium to fine gravel, trace to no clay, brown, dense to very dense, moist. ** Cobbles noted		21-20-18 N=38	2	×				
				2	18	** Shale fragments noted		20-16-15-18 N=31	10	×				
885	5			3	18		ML	20-24-30-50 N=54	8	×				
				4	2			50/2"	1	×				
				5	18	SILT (ML), little medium to fine sand and fine gravel, brown, very dense, moist. ** Shale fragments noted	ML	17-25-31-33 N=56	6	×				
880	10			6	18	WEATHERED SHALE, trace shale fragments, gray, very dense, moist.		26-30-48-50/5" N=78	10	×				
						Boring terminated at 12 feet.								

	Professional Service Industries, Inc. 3784 Commerce Court, Suite 300 North Tonawanda, NY 14120 Telephone: (716) 694-8657	PROJECT NO.: 08061485 - ES PROJECT: South Seneca CSD LOCATION: Interlaken Elementary School 8326 North Main Street Interlaken, Seneca County, NY 14847

The stratification lines represent approximate boundaries. The transition may be gradual.

DATE STARTED: 5/9/23 DATE COMPLETED: 5/9/23 COMPLETION DEPTH: 8.0 ft BENCHMARK: N/A ELEVATION: 889.0 ft LATITUDE: LONGITUDE: STATION: N/A OFFSET: N/A REMARKS: No Hole Cave Noted	DRILL COMPANY: PSI, Inc. DRILLER: Carl Rengert LOGGED BY: Charles Forth DRILL RIG: Truck Mounted CME 55 DRILLING METHOD: Hollow Stem Auger SAMPLING METHOD: 2-in SS HAMMER TYPE: Automatic EFFICIENCY: N/A REVIEWED BY: CTF	BORING IT-4 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 5%; text-align: center; font-weight: bold;">Water</td> <td style="width: 10%; text-align: center;">▽</td> <td style="width: 45%;">While Drilling</td> <td style="width: 40%;">None feet</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td>None feet</td> </tr> <tr> <td style="text-align: center;">▽</td> <td>Delay</td> <td>N/A</td> </tr> </table> BORING LOCATION: See Attached Boring Location Plan	Water	▽	While Drilling	None feet	▼	Upon Completion	None feet	▽	Delay	N/A
Water	▽	While Drilling		None feet								
	▼	Upon Completion		None feet								
	▽	Delay	N/A									

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA N in blows/ft ◎				Additional Remarks
										X Moisture PL 0 25 50 + LL				
										STRENGTH, tsf ▲ Qu * Qp 0 2.0 4.0				
0						3" ASPHALT 12" AGGREGATE BASE								
				1	16	SILT (ML), some coarse to fine sand, little medium to fine gravel, trace clay, brown, dense to very dense, moist to dry. ** Cobbles noted		20-26-22 N=48	1	X				◎
				2	12	** Shale fragments noted	ML	25-26-28-31 N=54	9	X				>>◎
885				3	14			22-28-39-45 N=67	9	X				>>◎
5				4	12	WEATHERED SHALE, trace shale fragments, gray, very dense, dry.		28-50/5"	5	X				>>◎
						Auger refusal at 8 feet.								

	Professional Service Industries, Inc. 3784 Commerce Court, Suite 300 North Tonawanda, NY 14120 Telephone: (716) 694-8657	PROJECT NO.: 08061485 - ES PROJECT: South Seneca CSD LOCATION: Interlaken Elementary School 8326 North Main Street Interlaken, Seneca County, NY 14847

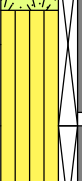
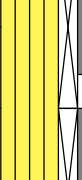
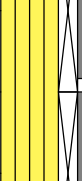
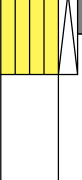
The stratification lines represent approximate boundaries. The transition may be gradual.

DATE STARTED: 5/11/23 DATE COMPLETED: 5/11/23 COMPLETION DEPTH: 10.0 ft BENCHMARK: N/A ELEVATION: 891.0 ft LATITUDE: LONGITUDE: STATION: N/A OFFSET: N/A REMARKS: No Hole Cave Noted	DRILL COMPANY: PSI, Inc. DRILLER: Carl Rengert LOGGED BY: Charles Forth DRILL RIG: Truck Mounted CME 55 DRILLING METHOD: Hollow Stem Auger SAMPLING METHOD: 2-in SS HAMMER TYPE: Automatic EFFICIENCY: N/A REVIEWED BY: CTF	BORING IT-5 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width:5%; text-align: center; font-weight: bold;">Water</td> <td style="width:10%; text-align: center;">▽</td> <td style="width:65%;">While Drilling</td> <td style="width:20%; text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td style="text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▽</td> <td>Delay</td> <td style="text-align: right;">N/A</td> </tr> </table> BORING LOCATION: See Attached Boring Location Plan	Water	▽	While Drilling	None feet	▼	Upon Completion	None feet	▽	Delay	N/A
Water	▽	While Drilling		None feet								
	▼	Upon Completion		None feet								
	▽	Delay	N/A									

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA N in blows/ft ◎ ✕ Moisture ■ PL + LL STRENGTH, tsf ▲ Qu ✱ Qp				Additional Remarks
	0					5" TOPSOIL				0		25	50	
890				1	18	SILT (ML), some coarse to fine sand, little medium to fine gravel, trace clay, brown, medium dense to very dense, moist. ** Cobbles noted ** Shale fragments noted		3-7-7-10 N=14	8	✕	◎			
				2	12		ML	15-43-30-31 N=73	8	✕				>>◎
5				3	12			21-23-50/3"	8	✕				
885				4	18	WEATHERED SHALE, trace shale fragments, gray, very dense, dry.		43-35-40-44 N=75	4	✕				>>◎
				5	6			50/5"	4	✕				>>◎
10						Boring terminated at 10 feet.								

	Professional Service Industries, Inc. 3784 Commerce Court, Suite 300 North Tonawanda, NY 14120 Telephone: (716) 694-8657	PROJECT NO.: 08061485 - ES PROJECT: South Seneca CSD LOCATION: Interlaken Elementary School 8326 North Main Street Interlaken, Seneca County, NY 14847

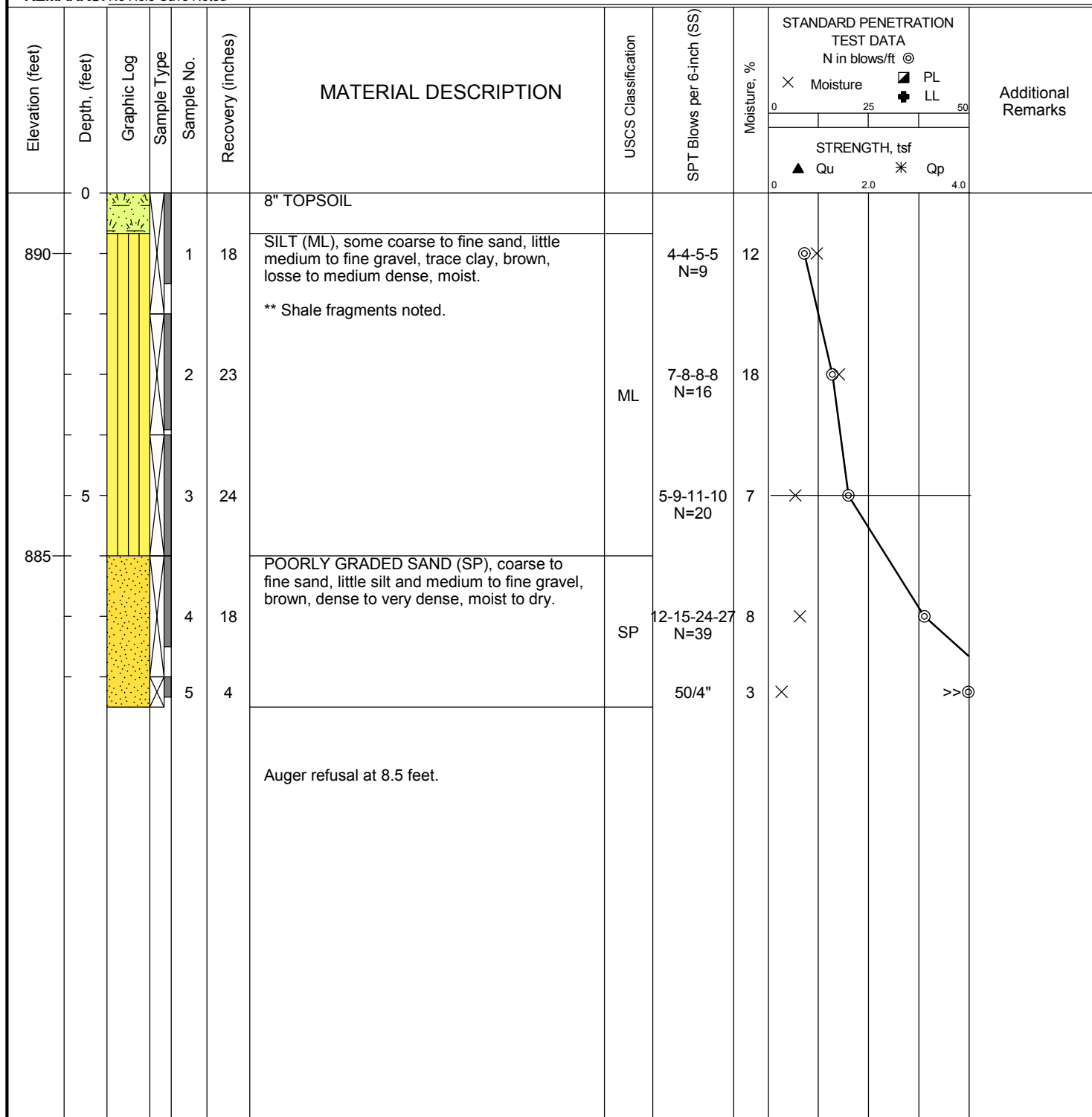
DATE STARTED: 5/11/23		DRILL COMPANY: PSI, Inc.		BORING IT-6											
DATE COMPLETED: 5/11/23		DRILLER: Carl Rengert LOGGED BY: Charles Forth													
COMPLETION DEPTH: 8.0 ft		DRILL RIG: Truck Mounted CME 55		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 30px; text-align: center; vertical-align: middle;">Water</td> <td style="text-align: center;">▽</td> <td>While Drilling</td> <td style="text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td style="text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▽</td> <td>Delay</td> <td style="text-align: right;">N/A</td> </tr> </table>		Water	▽	While Drilling	None feet	▼	Upon Completion	None feet	▽	Delay	N/A
Water	▽	While Drilling	None feet												
	▼	Upon Completion	None feet												
	▽	Delay	N/A												
BENCHMARK: N/A		DRILLING METHOD: Hollow Stem Auger		BORING LOCATION: See Attached Boring Location Plan											
ELEVATION: 891.0 ft		SAMPLING METHOD: 2-in SS													
LATITUDE:		HAMMER TYPE: Automatic													
LONGITUDE:		EFFICIENCY: N/A													
STATION: N/A OFFSET: N/A		REVIEWED BY: CTF													
REMARKS: No Hole Cave Noted															

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA N in blows/ft @	Additional Remarks
										X Moisture PL LL 0 25 50 STRENGTH, tsf ▲ Qu * Qp 0 2.0 4.0	
	0					7" TOPSOIL					
890				1	22	SILT (ML), some coarse to fine sand, little medium to fine gravel, trace clay, brown, medium dense to very dense, moist. ** Cobbles noted. ** Shale fragments noted.		3-6-7-8 N=13	8	X ⊙	
				2	19		ML	12-12-13-14 N=25	6	X ⊙	
5				3	22			12-15-17-20 N=32	8	X ⊙	
885				4	18			25-32-50/4"	7	X	
						Auger refusal at 8 feet.					

	Professional Service Industries, Inc. 3784 Commerce Court, Suite 300 North Tonawanda, NY 14120 Telephone: (716) 694-8657		PROJECT NO.: 08061485 - ES PROJECT: South Seneca CSD LOCATION: Interlaken Elementary School 8326 North Main Street Interlaken, Seneca County, NY 14847

The stratification lines represent approximate boundaries. The transition may be gradual.

DATE STARTED: 5/11/23		DRILL COMPANY: PSI, Inc.		BORING IT-7											
DATE COMPLETED: 5/11/23		DRILLER: Carl Rengert LOGGED BY: Charles Forth													
COMPLETION DEPTH: 8.5 ft		DRILL RIG: Truck Mounted CME 55		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 30px; text-align: center; vertical-align: middle;">Water</td> <td style="text-align: center;">▽</td> <td>While Drilling</td> <td style="text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td style="text-align: right;">None feet</td> </tr> <tr> <td style="text-align: center;">▽</td> <td>Delay</td> <td style="text-align: right;">N/A</td> </tr> </table>		Water	▽	While Drilling	None feet	▼	Upon Completion	None feet	▽	Delay	N/A
Water	▽	While Drilling	None feet												
	▼	Upon Completion	None feet												
	▽	Delay	N/A												
BENCHMARK: N/A		DRILLING METHOD: Hollow Stem Auger		BORING LOCATION: See Attached Boring Location Plan											
ELEVATION: 891.0 ft		SAMPLING METHOD: 2-in SS													
LATITUDE:		HAMMER TYPE: Automatic													
LONGITUDE:		EFFICIENCY: N/A													
STATION: N/A OFFSET: N/A		REVIEWED BY: CTF													
REMARKS: No Hole Cave Noted															



	Professional Service Industries, Inc. 3784 Commerce Court, Suite 300 North Tonawanda, NY 14120 Telephone: (716) 694-8657		PROJECT NO.: 08061485 - ES PROJECT: South Seneca CSD LOCATION: Interlaken Elementary School 8326 North Main Street Interlaken, Seneca County, NY 14847	

GENERAL NOTES

SAMPLE IDENTIFICATION

The Unified Soil Classification System (USCS), AASHTO 1988 and ASTM designations D2487 and D-2488 are used to identify the encountered materials unless otherwise noted. Coarse-grained soils are defined as having more than 50% of their dry weight retained on a #200 sieve (0.075mm); they are described as: boulders, cobbles, gravel or sand. Fine-grained soils have less than 50% of their dry weight retained on a #200 sieve; they are defined as silts or clay depending on their Atterberg Limit attributes. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size.

DRILLING AND SAMPLING SYMBOLS

SFA: Solid Flight Auger - typically 4" diameter flights, except where noted.	 SS: Split-Spoon - 1 3/8" I.D., 2" O.D., except where noted.
HSA: Hollow Stem Auger - typically 3 1/4" or 4 1/4" I.D. openings, except where noted.	 ST: Shelby Tube - 3" O.D., except where noted.
M.R.: Mud Rotary - Uses a rotary head with Bentonite or Polymer Slurry	 RC: Rock Core
R.C.: Diamond Bit Core Sampler	 TC: Texas Cone
H.A.: Hand Auger	 BS: Bulk Sample
P.A.: Power Auger - Handheld motorized auger	 PM: Pressuremeter
	CPT-U: Cone Penetrometer Testing with Pore-Pressure Readings

SOIL PROPERTY SYMBOLS

N: Standard "N" penetration: Blows per foot of a 140 pound hammer falling 30 inches on a 2-inch O.D. Split-Spoon.
N ₆₀ : A "N" penetration value corrected to an equivalent 60% hammer energy transfer efficiency (ETR)
Q _u : Unconfined compressive strength, TSF
Q _p : Pocket penetrometer value, unconfined compressive strength, TSF
w%: Moisture/water content, %
LL: Liquid Limit, %
PL: Plastic Limit, %
PI: Plasticity Index = (LL-PL), %
DD: Dry unit weight, pcf
 ,  ,  Apparent groundwater level at time noted

RELATIVE DENSITY OF COARSE-GRAINED SOILS

Relative Density	N - Blows/foot
Very Loose	0 - 4
Loose	4 - 10
Medium Dense	10 - 30
Dense	30 - 50
Very Dense	50 - 80
Extremely Dense	80+

ANGULARITY OF COARSE-GRAINED PARTICLES

Description	Criteria
Angular:	Particles have sharp edges and relatively plane sides with unpolished surfaces
Subangular:	Particles are similar to angular description, but have rounded edges
Subrounded:	Particles have nearly plane sides, but have well-rounded corners and edges
Rounded:	Particles have smoothly curved sides and no edges

GRAIN-SIZE TERMINOLOGY

Component	Size Range
Boulders:	Over 300 mm (>12 in.)
Cobbles:	75 mm to 300 mm (3 in. to 12 in.)
Coarse-Grained Gravel:	19 mm to 75 mm (3/4 in. to 3 in.)
Fine-Grained Gravel:	4.75 mm to 19 mm (No.4 to 3/4 in.)
Coarse-Grained Sand:	2 mm to 4.75 mm (No.10 to No.4)
Medium-Grained Sand:	0.42 mm to 2 mm (No.40 to No.10)
Fine-Grained Sand:	0.075 mm to 0.42 mm (No. 200 to No.40)
Silt:	0.005 mm to 0.075 mm
Clay:	<0.005 mm

PARTICLE SHAPE

Description	Criteria
Flat:	Particles with width/thickness ratio > 3
Elongated:	Particles with length/width ratio > 3
Flat & Elongated:	Particles meet criteria for both flat and elongated

RELATIVE PROPORTIONS OF FINES

Descriptive Term	% Dry Weight
Trace:	< 5%
With:	5% to 12%
Modifier:	>12%

GENERAL NOTES

(Continued)

CONSISTENCY OF FINE-GRAINED SOILS

<u>Q_u - TSF</u>	<u>N - Blows/foot</u>	<u>Consistency</u>
0 - 0.25	0 - 2	Very Soft
0.25 - 0.50	2 - 4	Soft
0.50 - 1.00	4 - 8	Firm (Medium Stiff)
1.00 - 2.00	8 - 15	Stiff
2.00 - 4.00	15 - 30	Very Stiff
4.00 - 8.00	30 - 50	Hard
8.00+	50+	Very Hard

MOISTURE CONDITION DESCRIPTION

<u>Description</u>	<u>Criteria</u>
Dry:	Absence of moisture, dusty, dry to the touch
Moist:	Damp but no visible water
Wet:	Visible free water, usually soil is below water table

RELATIVE PROPORTIONS OF SAND AND GRAVEL

<u>Descriptive Term</u>	<u>% Dry Weight</u>
Trace:	< 15%
With:	15% to 30%
Modifier:	>30%

STRUCTURE DESCRIPTION

<u>Description</u>	<u>Criteria</u>	<u>Description</u>	<u>Criteria</u>
Stratified:	Alternating layers of varying material or color with layers at least ¼-inch (6 mm) thick	Blocky:	Cohesive soil that can be broken down into small angular lumps which resist further breakdown
Laminated:	Alternating layers of varying material or color with layers less than ¼-inch (6 mm) thick	Lensed:	Inclusion of small pockets of different soils
Fissured:	Breaks along definite planes of fracture with little resistance to fracturing	Layer:	Inclusion greater than 3 inches thick (75 mm)
Slickensided:	Fracture planes appear polished or glossy, sometimes striated	Seam:	Inclusion 1/8-inch to 3 inches (3 to 75 mm) thick extending through the sample
		Parting:	Inclusion less than 1/8-inch (3 mm) thick

SCALE OF RELATIVE ROCK HARDNESS

<u>Q_u - TSF</u>	<u>Consistency</u>
2.5 - 10	Extremely Soft
10 - 50	Very Soft
50 - 250	Soft
250 - 525	Medium Hard
525 - 1,050	Moderately Hard
1,050 - 2,600	Hard
>2,600	Very Hard

ROCK BEDDING THICKNESSES

<u>Description</u>	<u>Criteria</u>
Very Thick Bedded	Greater than 3-foot (>1.0 m)
Thick Bedded	1-foot to 3-foot (0.3 m to 1.0 m)
Medium Bedded	4-inch to 1-foot (0.1 m to 0.3 m)
Thin Bedded	1¼-inch to 4-inch (30 mm to 100 mm)
Very Thin Bedded	½-inch to 1¼-inch (10 mm to 30 mm)
Thickly Laminated	1/8-inch to ½-inch (3 mm to 10 mm)
Thinly Laminated	1/8-inch or less "paper thin" (<3 mm)

ROCK VOIDS

<u>Voids</u>	<u>Void Diameter</u>
Pit	<6 mm (<0.25 in)
Vug	6 mm to 50 mm (0.25 in to 2 in)
Cavity	50 mm to 600 mm (2 in to 24 in)
Cave	>600 mm (>24 in)

GRAIN-SIZED TERMINOLOGY

<u>(Typically Sedimentary Rock)</u>	
<u>Component</u>	<u>Size Range</u>
Very Coarse Grained	>4.76 mm
Coarse Grained	2.0 mm - 4.76 mm
Medium Grained	0.42 mm - 2.0 mm
Fine Grained	0.075 mm - 0.42 mm
Very Fine Grained	<0.075 mm

ROCK QUALITY DESCRIPTION

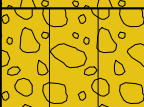
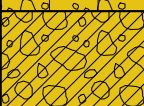
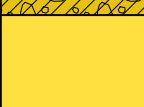
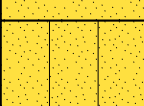
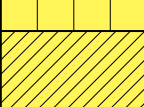
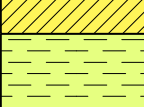
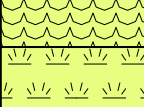
<u>Rock Mass Description</u>	<u>RQD Value</u>
Excellent	90 - 100
Good	75 - 90
Fair	50 - 75
Poor	25 - 50
Very Poor	Less than 25

DEGREE OF WEATHERING

Slightly Weathered:	Rock generally fresh, joints stained and discoloration extends into rock up to 25 mm (1 in), open joints may contain clay, core rings under hammer impact.
Weathered:	Rock mass is decomposed 50% or less, significant portions of the rock show discoloration and weathering effects, cores cannot be broken by hand or scraped by knife.
Highly Weathered:	Rock mass is more than 50% decomposed, complete discoloration of rock fabric, core may be extremely broken and gives clunk sound when struck by hammer, may be shaved with a knife.

SOIL CLASSIFICATION CHART

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50			ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

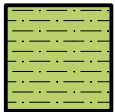
Graphic Symbols for Materials and Rock Deposits



CONCRETE
Portland Cement Concrete



BITUMINOUS CONCRETE



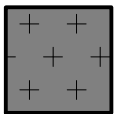
CLAYSTONE



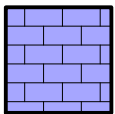
COAL
Coal, Anthracite Coal



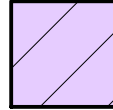
CONGLOMERATE/BRECCIA
Conglomerate, Breccia



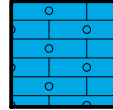
IGNEOUS ROCK
Anorthosite, Basalt, Metabasalt, Diabase (Gabbro), Gabbro, Granite/Granodiorite, Hornfels, Pegmatite, Rhyolite/Metarhyolite



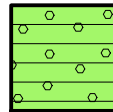
LIMESTONE
Limestone, Dolomite



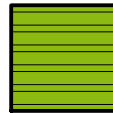
METAMORPHIC ROCK
Amphibolite, Gneiss, Marble, Phyllite, Quartzite, Schist, Serpentine, Slate



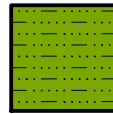
CHERT



SANDSTONE
Sandstone, Orthoquartzite (Sandstone)



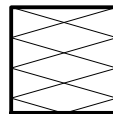
SHALE



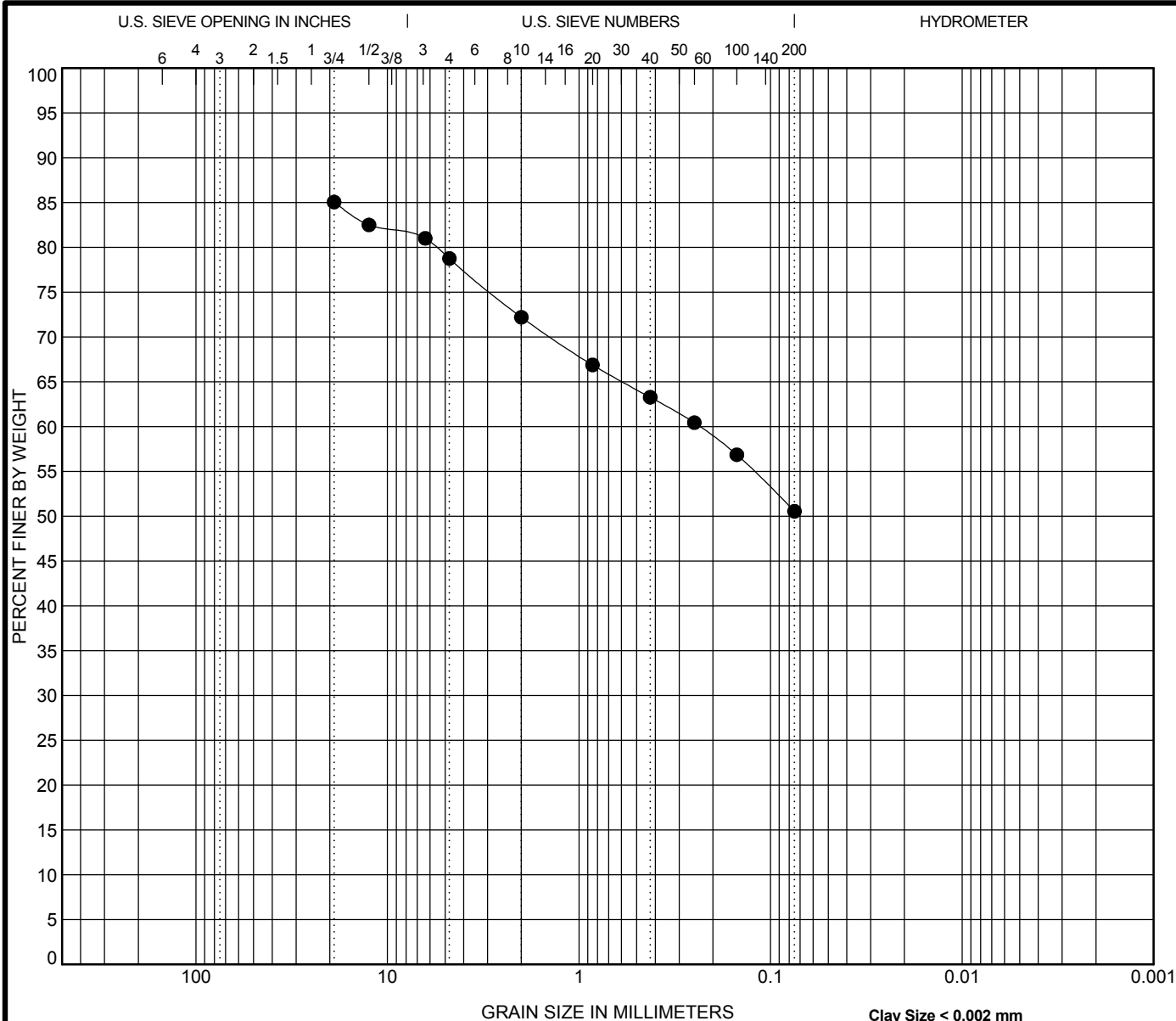
SILTSTONE



NO RECOVERY



VOID



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

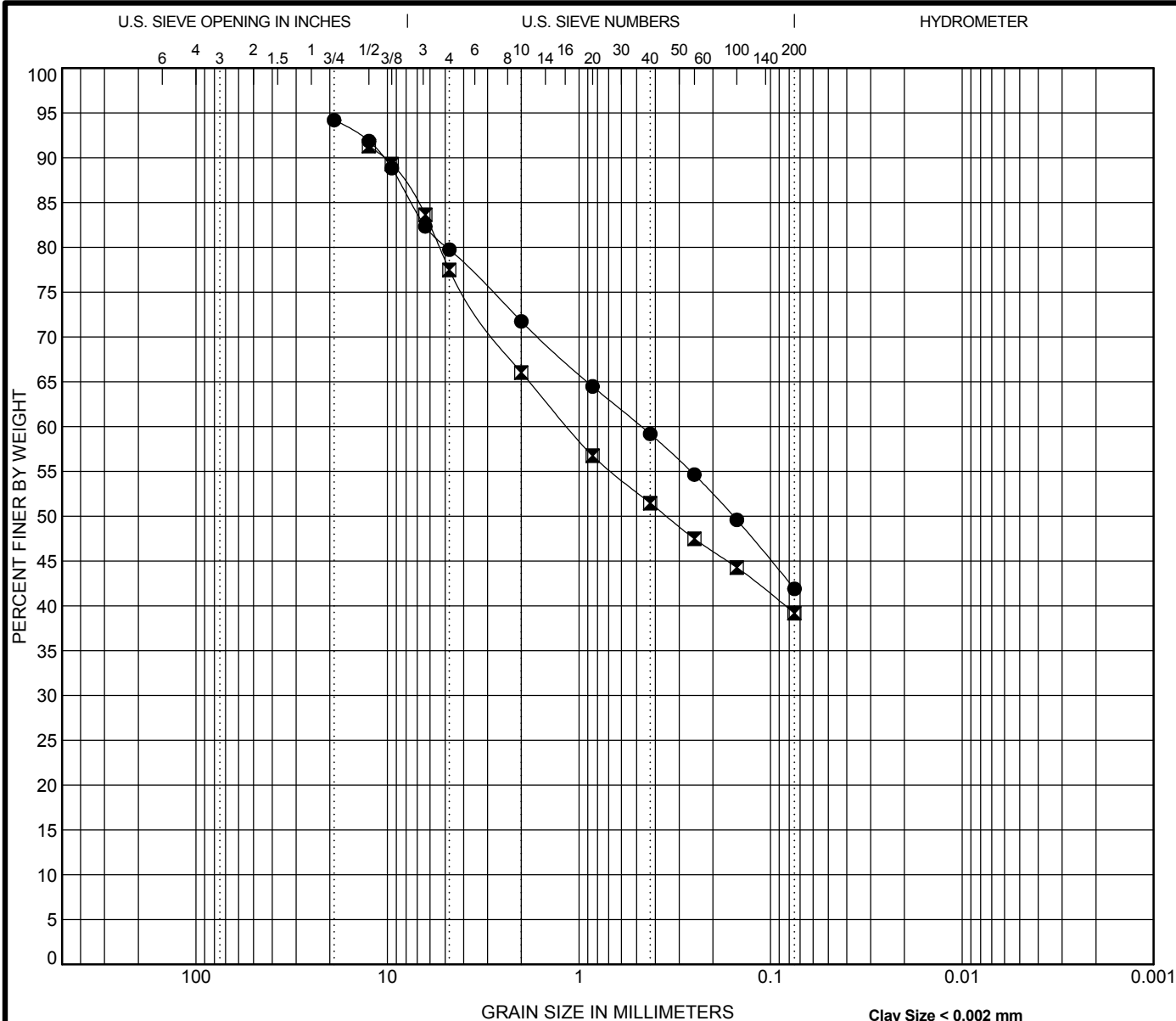
Specimen Identification		Classification					LL	PL	PI	Cc	Cu	
●	SB-2	4.3										
Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay			
●	SB-2	4.3	19	0.235		6.3	28.2	50.5				



Professional Service Industries, Inc.
3784 Commerce Court, Suite 300
North Tonawanda, NY 14120
Telephone: (716) 694-8657
Fax: (716) 694-8638

GRAIN SIZE DISTRIBUTION

Project: South Seneca CSD
PSI Job No.: 08061485 - HS
Location: Ovid High School
7263 Main Street



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification			Classification				LL	PL	PI	Cc	Cu
●	IT-2	5.0									
✕	IT-2	7.0									
Specimen Identification			D100	D60	D30	D10	%Gravel	%Sand	%Silt		%Clay
●	IT-2	5.0	19	0.473			14.4	37.8	41.9		
✕	IT-2	7.0	12.5	1.146			13.8	38.3	39.2		



Professional Service Industries, Inc.
3784 Commerce Court, Suite 300
North Tonawanda, NY 14120
Telephone: (716) 694-8657
Fax: (716) 694-8638

GRAIN SIZE DISTRIBUTION

Project: South Seneca CSD
PSI Job No.: 08061485 - ES
Location: Interlaken Elementary School
8326 North Main Street



Core PC-9

Total Asphalt Pavement Thickness: 3.25"

(1.0" Top / 2.25" Binder)

Approximate Aggregate Base Thickness: 10.0"



South Seneca Central School District
Proposed 2022 Capital Improvement Project
Ovid High School
7263 Main St. - Ovid, Seneca County, NY 14521

Pavement Core
Photo Log



Core PC-10

Total Asphalt Pavement Thickness: 8.0"

(2" Top / 6" Binder)

Approximate Aggregate Base Thickness: 12.0"



South Seneca Central School District
Proposed 2022 Capital Improvement Project
Ovid High School
7263 Main St. - Ovid, Seneca County, NY 14521

Pavement Core
Photo Log

www.Intertek.com/building

Scale: NA

Drawn By: CTF

Date: 10/25/2023

PSI Project No.: 08061485

SECTION 00 41 13

BID FORM
(SUBMIT IN DUPLICATE)

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC
Airport Corporate Park, 100 HUNT Center Horseheads, NY 14845

BID SUBMITTED BY: _____

ADDRESS: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

FAX NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

PROJECT NAME: 2022 Capital Improvement Project Phase II

HUNT PROJECT NUMBER: 2541-040

OWNER: South Seneca Central School District

The bidder (identified above) hereby certifies that he has examined and fully understands the requirements and intent of the BIDDING AND CONTRACT DOCUMENTS, including Drawings, Project Manual, and Addenda; and proposes to furnish all labor, materials, and equipment necessary to complete the Work on or before, the dates specified in the Contract Documents for the BASE BID sum of:

CONTRACT #:

(Refer to Section 01 10 00 Summary)

(AMOUNT IN WORDS)

(AMOUNT IN FIGURES)

SHOW AMOUNT OF BASE BID IN BOTH WORDS AND FIGURES; IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES SHOWN, THE AMOUNT SHOWN IN WORDS WILL GOVERN.

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 AMOUNT.

LIST OF ADDENDA RECEIVED

No.	Date	No.	Date
No.	Date	No.	Date
No.	Date	No.	Date

ALLOWANCES

The bidder acknowledges that all Cash Allowances and Contingency Allowances, further described in Section 01 21 00 - Allowances that are assigned to this work contract ARE INCLUDED in the Bid Amount.

ALTERNATES

Indicate in the spaces provided below the amount to be added to the BASE BID if the following ALTERNATES as described in SECTION 01 23 00 - Alternates of the Project Manual are accepted by the Owner.

Include in the amount of the ALTERNATES, all labor, materials, overhead and profit, modification of work specified in Contract Documents, and additional work required under your scope of work that may be required by acceptance of the ALTERNATE.

Include a bid amount for all ALTERNATES with work applicable under your scope of work.

Refer to INSTRUCTIONS TO BIDDERS and SECTION 01 23 00 - Alternates for additional information regarding ALTERNATES.

LIST OF ALTERNATES:

ALTERNATE #1: ES - (2) TWO BATHROOMS ON THE FIRST FLOOR TO RECEIVE FULL RENOVATIONS INDICATED BY CONTRACT DOCUMENTS.

Select One: Add/Deduct

(Amount in Words)

(Amount in Figures)

ALTERNATE #2: ES - (2) TWO BATHROOMS ON THE SECOND FLOOR TO RECEIVE FULL RENOVATIONS INDICATED BY CONTRACT DOCUMENTS.

Select One: Add/Deduct

(Amount in Words)

(Amount in Figures)

ALTERNATE #3: ES SANITARY PUMP STATION TO INCLUDE GRINDER PUMP UNITS AND MODIFIED PIPE SIZE AS INDICATED ON CONTRACT DOCUMENTS.

Select One: Add/Deduct

(Amount in Words)

(Amount in Figures)

ALTERNATE #4: HSMS - SIGNAGE SPECIALTY ROOM ALCOVES AND LARGE FORMAT LETTERING AS INDICATED BY THE CONTRACT DOCUMENTS.

Select One: Add/Deduct

(Amount in Words)

(Amount in Figures)

ALTERNATE #5: ES - SIGNAGE SPECIALTY ROOM ALCOVES AND LARGE FORMAT LETTERING AS INDICATED BY THE CONTRACT DOCUMENTS.

Select One: Add/Deduct

(Amount in Words)

(Amount in Figures)

ALTERNATE #6: ES ELEVATOR MODERNIZATION SCOPE AS INDICATED BY THE CONTRACT DOCUMENTS.

Select One: Add/Deduct

(Amount in Words)

(Amount in Figures)

ALTERNATE #7: ES SITE BERM MODIFICATION SCOPE AS INDICATED BY THE CONTRACT DOCUMENTS.

Select One: Add/Deduct

(Amount in Words)

(Amount in Figures)

UNIT PRICES

The following are UNIT PRICES for specific portions of the work listed. Include in the amount of the UNIT PRICES, all labor, material, products, tools, equipment, plant and facilities, transportation, services and incidentals, erection, application or installation of the item of work; overhead and profit.

The amount indicated on the BID FORM is for contract purposes only if additional or lesser amount of work is required under a specific UNIT PRICE.

Include a price for all UNIT PRICES for work under your scope of work. Refer to SECTION 01 22 00 - Unit Prices of the Project Manual for additional information regarding UNIT PRICES.

LIST OF UNIT PRICES:

UNIT PRICE NO. 1: Asbestos Abatement of Pipe Fitting Insulation.

ADD/DEDUCT

(Amount in Words)

(Amount in Figures)

UNIT PRICE NO. 2: Asbestos Abatement of Pipe Insulation.

ADD/DEDUCT

(Amount in Words)

(Amount in Figures)

UNIT PRICE NO. 3: Asbestos Abatement Floor Tile and Mastic.

ADD/DEDUCT

(Amount in Words)

(Amount in Figures)

UNIT PRICE NO. 4: Asbestos Abatement Containment Area.

ADD/DEDUCT

(Amount in Words)

(Amount in Figures)

UNIT PRICE NO. 5: Excavation and Replacement of Unsuitable Material Below Subgrade.

ADD/DEDUCT

(Amount in Words)

(Amount in Figures)

EXECUTION OF CONTRACT

If written notice of the acceptance of this BID is mailed, telegraphed, or otherwise delivered to the undersigned within (45) days after the date of opening of the Bids, the undersigned will, within ten (10) days after the date of such delivery, execute and deliver a contract in the form as required by the Architect.

The BID may be withdrawn at any time prior to the scheduled time for the opening of Bids, or any authorized postponement thereof.

SIGNATURE_____

NAME OF BIDDER (Corporate Name)_____

()

() SIGNATURE OF CORPORATE OFFICER_____

()

()

()

()

() DATE_____

Signature: _____

Name of Bidder: _____

END OF SECTION



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)

South Seneca Central School District
7263 Main St.
Ovid, New York 14521

BOND AMOUNT: \$**PROJECT:**

(Name, location or address, and Project number, if any)

South Seneca CSD - 2022 Capital Improvement Project PH 2
South Seneca Central School District
7263 Main St.
Ovid, New York 14521
Hunt # 2541-040

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.

Signed and sealed this day of ,

~~(Contractor as Principal)~~(Principal) (Seal)

(Witness)

(Title)

(Surety) (Seal)

(Witness)

(Title)



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:23:36 ET on 02/10/2025 under Order No. 3104238744 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 2010, Bid Bond, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

SECTION 00 44 00
EQUIVALENT LISTING

PRIME CONTRACT: _____

SUBMITTED BY 3 LOW BIDDERS WITHIN 72 HOURS AFTER BID OPENING

In accordance with Article 3 of Instructions to Bidders, list proposed equivalents and corresponding specified products below. Complete and submit additional copies of this form as necessary for additional products.

Attach additional sheet identifying any aspect of the Contract Documents that cannot be complied with by the manufacturer or supplier of the proposed equivalent product.

Specified Product	Equivalent Product
Technical Section: _____	Manufacturer: _____
Specified Product: _____	Designation: _____
Technical Section: _____	Manufacturer: _____
Specified Product: _____	Designation: _____
Technical Section: _____	Manufacturer: _____
Specified Product: _____	Designation: _____
Technical Section: _____	Manufacturer: _____
Specified Product: _____	Designation: _____
Technical Section: _____	Manufacturer: _____
Specified Section: _____	Designation: _____
Technical Section: _____	Manufacturer: _____

END OF SECTION



AIA[®] Document A305[®] – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:

(Organization name and address.)

SUBMITTED TO:

(Organization name and address.)

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

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

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ☐ Exhibit A – General Information
- ☐ Exhibit B – Financial and Performance Information
- ☐ Exhibit C – Project-Specific Information
- ☐ Exhibit D – Past Project Experience
- ☐ Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative
Signature

Date

Printed Name and Title

NOTARY

State of:

County of:

Signed and sworn to before me this day of

Notary Signature

My commission expires:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:21:13 ET on 02/10/2025 under Order No. 3104238744 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 2020, Contractor's Qualification Statement, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



AIA[®] Document A305[®] – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and dated the _____ day of _____ in the year _____.
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
- .2 If your organization is a partnership, identify its partners and its date of organization.
- .3 If your organization is individually owned, identify its owner and date of organization.

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

- .4** If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

§ A.1.3.2 How many full-time employees work for your organization?

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

§ A.4.2 Identify three architect references:

(Insert name, organization, and contact information)

§ A.4.3 Identify one bank reference:

(Insert name, organization, and contact information)

§ A.4.4 Identify three subcontractor or other trade references:

(Insert name, organization, and contact information)



AIA®

Document A305® – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year
(In words, indicate day, month and year.)

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?

(If the answer is yes, provide an explanation.)

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

.2 been terminated for any reason except for an owners' convenience?

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

.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

.4 filed any lawsuits or requested arbitration regarding a construction project?

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 been convicted of, or indicted for, a business-related crime?

.2 had any business or professional license subjected to disciplinary action?

.3 been penalized or fined by a state or federal environmental agency?



AIA® Document A305® – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and dated the _____ day of _____ in the year _____.
(In words, indicate day, month and year.)

PROJECT:

(Name and location or address.)

South Seneca CSD - 2022 Capital Improvement Project PH 2
South Seneca Central School District
7263 Main St.
Ovid, New York 14521
Hunt # 2541-040

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

CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

§ C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office

location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project 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?

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, or AIA Document A132-2019, Exhibit A, as applicable. Insurance A.3.2.2.2? If so, identify.

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

§ C.5.2 Surety company name:

§ C.5.3 Surety agent name and contact information:

§ C.5.4 Total bonding capacity:

§ C.5.5 Available bonding capacity as of the date of this qualification statement:



AIA[®] Document A305[®] – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				



AIA® Document A305® – 2020 Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				

SECTION 00 45 19
NON-COLLUSION AFFIDAVIT
(MUST BE SUBMITTED WITH BID)

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

- A. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- B. Unless otherwise required by law, the prices 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 competitor;
- C. 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;
- D. That the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law;
- E. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf;
- F. That attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certification by the signature of this bid or proposal in behalf of the corporate bidder.

A bid shall not be considered for award nor shall any award be made where A, B, C, and D above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where A, B, and C above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency, or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of Subparagraph B, above.

CONTINUED ON NEXT PAGE

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed to be performed or goods sold to or to be sold, where competitive bidding is required by the statute, rule, regulation, or local law, and where such bid contains the certification referred to herein, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certification as to non-collusion as the act and deed of the corporation.

INDIVIDUAL_____

CORPORATION_____

Dated:_____

By:_____

(Signature of Officer)

END OF SECTION

SECTION 00 45 43
CORPORATE RESOLUTION

Resolve that _____
Name of Individual

Be authorized to sign and submit the bid or proposal of:

Name of Corporation

For the following project: 2022 Capital Improvement Project Phase II

CONTRACT FOR:

List Contract Type

The foregoing is a true and correct copy of the resolution by:

Name of Corporation

At a meeting of it's Board of Directors held on: _____
Date

Secretary

Seal of the Corporation

SECTION 00 45 46.01
IRAN DIVESTMENT ACT CERTIFICATION

INTRODUCTION:

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the New York State Education Department (AGENCY) receive information that a person is in violation of the above-referenced certification, AGENCY will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then AGENCY shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

AGENCY reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

SIGNATURE:_____.

PRINT NAME:_____.

TITLE:_____.

COMPANY NAME:_____.

DATE:_____.

END OF SECTION

SECTION 00 45 46.02
FEDERAL AND STATE CERTIFICATION

INTRODUCTION:

Pursuant to Section 103, Subdivision 1-c of the New York General Municipal Law in the conduct of public bidding, the law requires the officer, board or agency of any political subdivision or of any district therein, to consider whether the putative low bidder or any substantially owned affiliated entity of the putative low bidder has been found to be in violation of any of three federal laws, specifically, the Davis-Bacon Act, the federal prevailing wage statute, the Copeland Act and the Contract Hours and Safety Standards Act which covers hours of work and safety standards in federal public contracting. If the putative low bidder is not in compliance with the named federal laws, then the Owner may not award the contract.

I, _____ the _____ of _____
(Name) (Title) (Company)

swear of affirm that the following is true:

1. The company, its principals or entities related to the company named above, is not now, nor ever has been, debarred from contracting with the United States Government or any State government.
2. The company is not now under investigation by any agency of the Federal Government or the government of any State for any actions by the company, its principals or any related entity, for any alleged malfeasance or misfeasance of any kind or nature which could lead to a debarment from governmental contracting or criminal prosecution, as well as render any contracts signed in reliance on this certification voidable by the party relying on this certification.
3. I have full legal authority under my company's organizational documents or bylaws to make this certification on the company's behalf.
4. I understand that submission of a false statement on this document will subject me to criminal prosecution.

Dated: _____

Signature

END OF SECTION



AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

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

South Seneca Central School District
7263 Main St.
Ovid, New York 14521

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

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

South Seneca CSD - 2022 Capital Improvement Project PH 2
South Seneca Central School District
7263 Main St.
Ovid, New York 14521
Hunt # 2541-040

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

C & S Companies
499 Col. Eileen Collins Blvd
Syracuse, NY 13212

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

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC
Airport Corporate Park
100 Hunt Center
Horseheads, NY 14845

The Owner and Contractor agree as follows.

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.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

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.)

Init.

/

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

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.~~Intentionally Deleted

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.)~~Intentionally deleted.

Item	Price	Conditions for Acceptance
§ 4.2.3 Allowances, if any, included in the Contract Sum: <i>(Identify each allowance.)</i>		

Item	Price
§ 4.2.4 Unit prices, if any: <i>(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)</i>	

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~~

§ 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 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.
- .6 Owner shall make no payment after the scheduled date of Substantial Completion until the actual date of Substantial Completion.

§ 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 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 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 may withhold the following amount, five percent (5%), as retainage, from the payment otherwise due: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:of Retainage except for an amount equal to two times the value of incomplete and defective work.
(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. Any interest claimed due shall be paid in accordance with General Municipal Law § 106-b
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect ~~will serve as Initial Decision Maker~~ shall serve as initial decision maker for construction claims raised by Contractor, and Architect shall serve as initial decision maker for design claims raised by Contractor, 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.~~A232-2019.

(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.

§ 6.2.1 Initial Dispute Resolution. If a dispute arises out of or related to this Agreement, or its breach, for this Project, after initial decision by the Contractor or thirty days after the submission of the claim to the Construction Manager or Architect (or thirty days after submission of the Contractor's claim or the Construction Manager's claim to the Owner), the parties shall endeavor to settle the dispute first through direct discussion. If the dispute can not be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association or other dispute resolution services acceptable to the parties. The location of the mediation shall be the location of the Project. Once a party files a request for mediation with the other party or parties and with the American Arbitration Association or other service, the parties agree to conclude such mediation within sixty (60) days of filing the request. At least five days prior to the initial mediation, the claimant shall provide to all other parties written documents, in compliance with the requirements of the Agreement which describe the nature and amount of the claim, the way in which it arose, supporting documents describing in detail all costs or damage which constitute the claim, the truth of which is sworn to and notarized, sufficient to allow resolution of the claim. Presentation, investigation and mediation of any claim shall be a condition precedent to commencement of any action or proceeding against the Owner. Costs shall be borne equally by the parties. Each party shall have in attendance at any such mediation session a person with sufficient authority to resolve any dispute or settle any claim mediated. Agreements between Owner and Contractor, Owner and Architect, and Owner and Construction Manager (if there is one) shall include this dispute resolution clause and each party to such agreement shall have the same duties under those separate agreements which the Owner and Contractor have under this Agreement and shall be available for multi-party mediation pursuant to this paragraph. Strict compliance with this mediation provision shall be a condition precedent to any litigation by the Architect, Construction Manager or Contractor against the Owner. Failure to comply strictly with this dispute resolution provision shall be deemed a waiver of those claims against the Owner.

§ 6.2.2 Binding Dispute Resolution. For any Claim subject to, but not resolved by mediation pursuant to this Article Paragraph 6.2.1 above, Claims will be resolved by litigation in a court of competent jurisdiction, unless the Owner and Contractor agree in writing to a binding dispute resolution other than litigation.

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 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~~ 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, AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

(If other than in accordance with ~~a building information modeling exhibit, AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.~~)

§ 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.~~

§ 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; AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .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 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)

(Printed name and title)

(Printed name and title)

Init.

/

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 15:20:05 ET on 02/10/2025 under Order No.3104238744 which expires on 02/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1315072069)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:20:05 ET on 02/10/2025 under Order No. 3104238744 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

**CONTRACTOR _____ DATED _____ BETWEEN

_____ ("OWNER") AND
_____ ("CONTRACTOR")**

The Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, AIA Document A132/CMA, 2019 Edition, Articles 1 through 9 inclusive, 15 pages ("Owner and Contractor Agreement") is hereby designated as one of the Contract Documents, and shall govern the Work under this Contract.

SUPPLEMENTARY CONDITIONS

The Supplementary Conditions set forth here are likewise designated one of the Contract Documents, and amend and supplement, and in some cases, void portions of the Owner and Contractor Agreement as set forth here and except as amended and supplemented (or voided) the Owner and Contractor Agreement shall remain in full force and effect. The article numbers set forth in the Supplementary Conditions correspond to (or are in addition to) the article numbers set forth in the Owner and Contractor Agreement.

ARTICLE 3
DATE OF COMMENCEMENT
AND DATES OF SUBSTANTIAL COMPLETION

1. Article 3, Paragraph 3.4.3: Paragraph 3.4.3 shall be deleted in its entirety from this Agreement.

ARTICLE FOUR CONTRACT SUM

- 2.. Article 4, Paragraph 4.2.2.2: Paragraph 4.2.2.2 shall be deleted in its entirety from this Agreement.
3. Article 4, Paragraph 4.3: Paragraph 4.3 shall be deleted in its entirety from this Agreement.
4. Article 4, Paragraph 4.4: Paragraph 4.4 shall be deleted in its entirety from this Agreement.

ARTICLE 5

PAYMENT

5. Article 5, Paragraph 5.1.4.5: Add the following language at the end of this Clause 5.1.4.5:
- Owner shall make no payment after the scheduled date of Substantial Completion until the actual date of Substantial Completion.
6. Article 5, Subparagraph 5.1.5: Subparagraph 5.1.5 shall be deleted in its entirety from this Agreement

7. Article 5, Subparagraph 5.1.6: Subparagraph 5.1.6 shall be deleted in its entirety from this Agreement.
8. Article 5, Subparagraph 5.1.7.1: Subparagraph 5.1.7.1, in the first sentence, replace the words “the following amount, as retainage, from the payment otherwise due:” with “five percent (5%), as retainage, from the payment otherwise due.”
9. Article 5, Subparagraph 5.1.7.3: Delete Subparagraph 5.1.7.3 in its entirety and replace it with the following:

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 of Retainage except for an amount equal to two times the value of incomplete and defective work.
10. Article 5, Paragraph 5.3: Add the following at the end of this Paragraph 5.3: “Any interest claimed due shall be paid in accordance with General Municipal Law § 106-b.”

ARTICLE 6

DISPUTE RESOLUTION

11. Article 6, Paragraph 6.1: Paragraph 6.1 shall be deleted in its entirety and replaced with the following paragraph:

6.1 Initial Decision Maker. The Architect shall serve as initial decision maker for construction claims raised by Contractor, and Architect shall serve as initial decision maker for design claims raised by Contractor, pursuant to Article 15 of AIA Document A232-2019.
12. Article 6, Paragraph 6.2: Delete Paragraph 6.2 in its entirety and replace it with the following:

6.2.1 Initial Dispute Resolution. If a dispute arises out of or related to this Agreement, or its breach, for this Project, after initial decision by the Contractor or thirty days after the submission of the claim to the Construction Manager or Architect (or thirty days after submission of the Contractor’s claim or the Construction Manager’s claim to the Owner), the parties shall endeavor to settle the dispute first through direct discussion. If the dispute can not be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association or other dispute resolution services acceptable to the parties. The location of the mediation shall be the location of the Project. Once a party files a request for mediation with the other party or parties and with the American Arbitration Association or other service, the parties agree to conclude such mediation within sixty (60) days of filing the request. At least five days prior to the initial mediation, the claimant shall provide to all other parties written documents, in compliance with the requirements of the Agreement which describe the nature and amount of the claim, the way in which it arose, supporting documents describing in detail all costs or damage which constitute the claim, the truth of which is sworn to and notarized,

sufficient to allow resolution of the claim. Presentation, investigation and mediation of any claim shall be a condition precedent to commencement of any action or proceeding against the Owner. Costs shall be borne equally by the parties. Each party shall have in attendance at any such mediation session a person with sufficient authority to resolve any dispute or settle any claim mediated. Agreements between Owner and Contractor, Owner and Architect, and Owner and Construction Manager (if there is one) shall include this dispute resolution clause and each party to such agreement shall have the same duties under those separate agreements which the Owner and Contractor have under this Agreement and shall be available for multi-party mediation pursuant to this paragraph. Strict compliance with this mediation provision shall be a condition precedent to any litigation by the Architect, Construction Manager or Contractor against the Owner. Failure to comply strictly with this dispute resolution provision shall be deemed a waiver of those claims against the Owner.

6.2.2 Binding Dispute Resolution. For any Claim subject to, but not resolved by mediation pursuant to this Article Paragraph 6.2.1 above, Claims will be resolved by litigation in a court of competent jurisdiction, unless the Owner and Contractor agree in writing to a binding dispute resolution other than litigation.

13. Article 7, Paragraph 7.2: Paragraph 7.2 shall be deleted in its entirety from this Agreement.

ARTICLE 8

MISCELLANEOUS PROVISIONS

14. Article 8, Paragraph 8.4: In line 1 of Paragraph 8.4, delete the words "Neither the Owner's nor" and capitalize "T" in "[t] he."

15. Article 8, Paragraph 8.7: Paragraph 8.7 shall be deleted in its entirety from this Agreement.

- END OF SUPPLEMENTARY GENERAL CONDITIONS -

**AIA®****Document A312® – 2010****Performance Bond****CONTRACTOR:***(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)*South Seneca Central School District
7263 Main St.
Ovid, New York 14521

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.

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

*(Name and location)*South Seneca CSD - 2022 Capital Improvement Project PH 2South Seneca Central School District7263 Main St.Ovid, New York 14521Hunt # 2541-040**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16**CONTRACTOR AS PRINCIPAL**Company: *(Corporate Seal)***SURETY**Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____

Name and

Title:

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)*Hunt Engineers, Architects, LandSurveyors & Landscape Architect,DPC

\



Init.

/

AIA Document A312 – 2010 Performance Bond. Copyright © 2010. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:24:40 ET on 02/10/2025 under Order No.3104238744 which expires on 02/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1447981872)

§ 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.

§ 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.

§ 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

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:24:40 ET on 02/10/2025 under Order No. 3104238744 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

South Seneca Central School District
7263 Main St.
Ovid, New York 14521

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.

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

South Seneca CSD - 2022 Capital Improvement Project PH 2
South Seneca Central School District
7263 Main St.
Ovid, New York 14521
Hunt # 2541-040

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

Signature: _____

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:)

§ 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.

§ 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.

§ 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

Company: _____

(Corporate Seal)

SURETY

Company: _____

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:24:00 ET on 02/10/2025 under Order No. 3104238744 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Payment Bond, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

PRODUCER	THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICES 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	\$	
					FIRE DAMAGE (any 1 fire)	\$	
					MED EXP (any 1 person)	\$	
					PERSONAL & ADV INJURY	\$	
					GENERAL AGGREGATE	\$	
					PRODUCTS – COMP/OP AGG	\$	
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON OWNED AUTOS ☐ _____ ☐ _____				COMBINED SINGLE LIMIT (Ea Accident)		
					BODILY INJURY (per person)		\$
					BODILY INJURY (per accident)		\$
					PROPERTY DAMAGE (Per accident)		\$
	GARAGE LIABILITY ☐ ANY AUTO ☐ _____				AUTO ONLY – EA ACCIDENT		\$
					OTHER THAN AUTO ONLY	EA ACC	\$
						AGG	\$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$ _____				EACH OCCURRENCE		\$
					AGGREGATE		\$
							\$
							\$
							\$
							\$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				☐ WC Statutory Limits ☐ Other		
					E.L. EACH ACCIDENT		\$
					E.L. DISEASE –EA EMPLOYEE		\$
					E.L. DISEASE –POLICY LIMIT		\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

.

CERTIFICATE HOLDER	[N] ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KINDUPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE

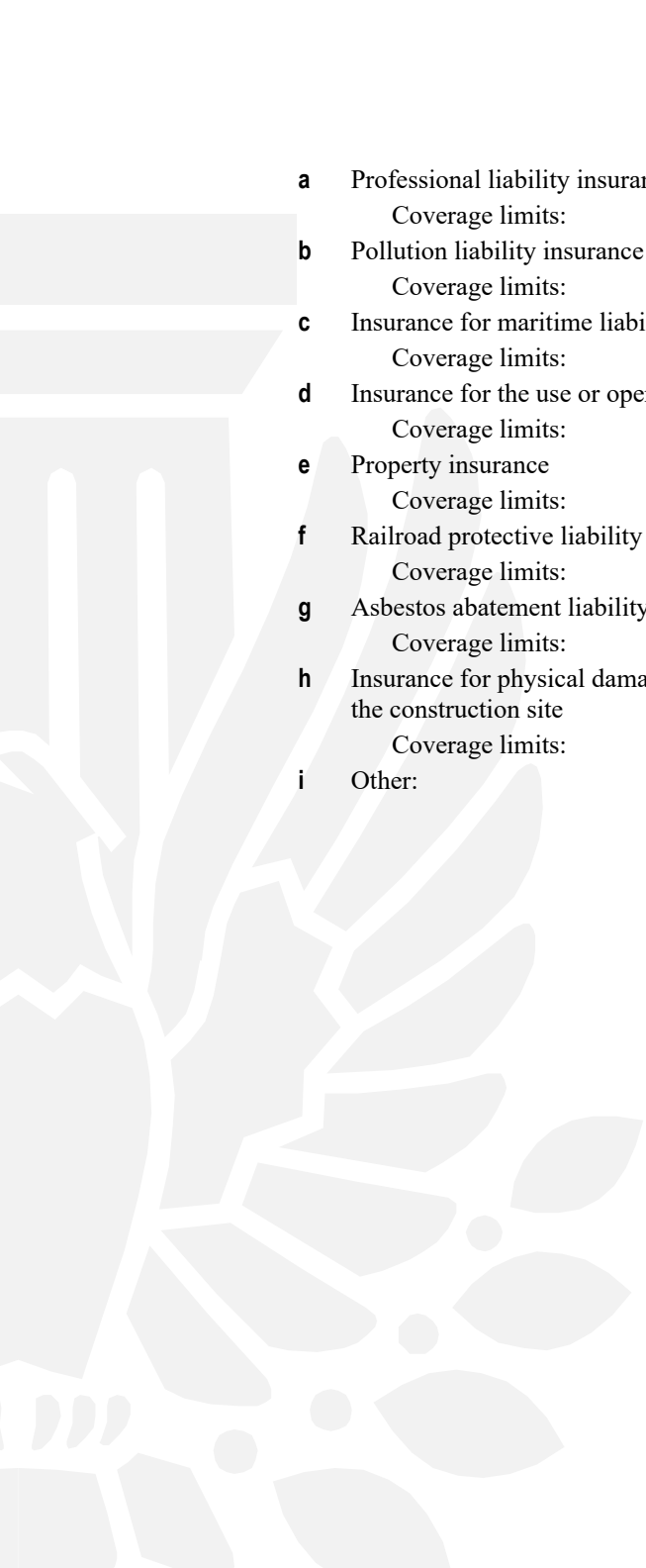


AIA[®] Document G715[™] – 2017

Supplemental Attachment for ACORD Certificate of Insurance 25

PROJECT: <i>(name and address)</i> «South Seneca CSD - 2022 Capital Improvement Project PH 2» «South Seneca Central School District» «7263 Main St. » «Ovid, New York 14521 » «Hunt # 2541-040»	CONTRACT INFORMATION: Contract For: Date:	CERTIFICATE INFORMATION: Producer: Insured: Date:
OWNER: <i>(name and address)</i> «South Seneca Central School District» «7263 Main St. » «Ovid, New York 14521 »	ARCHITECT: <i>(name and address)</i> « Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC» «Airport Corporate Park» «100 Hunt Center» «Horseheads, NY 14845»	CONTRACTOR: <i>(name and address)</i>

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 | ☐ | ☐ | ☐ |
| | 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: | ☐ | ☐ | ☐ |

(Authorized Representative)

(Date of Issue)



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)

South Seneca CSD - 2022 Capital Improvement Project PH 2
South Seneca Central School District
7263 Main St.
Ovid, New York 14521
Hunt # 2541-040

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

C & S Companies
499 Col. Eileen Collins Blvd
Syracuse, NY 13212

THE OWNER:

(Name, legal status, and address)

South Seneca Central School District
7263 Main St.
Ovid, New York 14521

THE ARCHITECT:

(Name, legal status, and address)

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC
Airport Corporate Park
100 Hunt Center
Horseheads, NY 14845

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.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT AND CONSTRUCTION MANAGER
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
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

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.

§ 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, of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document

E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the 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 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 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 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

§ 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.

§ 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.

§ 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

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.

§ 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.

§ 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.

§ 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 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.

§ 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.

§ 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 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.

§ 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 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 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.

§ 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 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.

§ 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.

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-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.

§ 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.

§ 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 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 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 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 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.

§ 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.

§ 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.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:20:48 ET on 02/10/2025 under Order No. 3104238744 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232™ – 2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

**SUPPLEMENTARY GENERAL CONDITIONS TO AIA DOCUMENT A232-2019
GENERAL CONDITIONS FOR THE CONTRACT OF CONSTRUCTION,
DATED SEPTEMBER ____, 2022, BY AND BETWEEN
SOUTH SENECA CENTRAL SCHOOL DISTRICT ("OWNER")
AND _____ ("CONTRACTOR")**

GENERAL CONDITIONS

The General Conditions of the Contract for Construction, AIA Document A232-2019, Articles 1 through 15, is hereby designated as one of the Contract Documents, and shall govern the Work under this Contract.

SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary General Conditions are likewise designated one of the Contract Documents, and amend and supplement, and in some cases, void portions of the General Conditions as set forth here and except as hereby amended and supplemented (or voided), the AIA General Conditions shall remain in full force and effect. The article numbers set forth in the Supplementary General Conditions correspond to (or are in addition to) the article numbers set forth in the AIA General Conditions (AIA Document A232-2019).

ARTICLE 1 - GENERAL PROVISION

1.1 BASIC DEFINITIONS

Modify subsection 1.1.1 as follows:

1.1.1 THE CONTRACT DOCUMENTS

In the third line, before "Conditions of the Contract", insert "Instructions and Supplementary Instructions to Bidders, and submitted bid forms". Delete the last sentence of this Subsection 1.1.1 and replace it with the following:

The Contract Documents shall include, without limitation, the contents of the Project Manual and the Drawings.

1.1.9 INSTRUMENTS OF SERVICE

Delete subsection 1.1.9 in its entirety and replace it with the following:

1.1.9 THE PROJECT MANUAL

The "Project Manual" is the volume(s) assembled for the Work which includes, but is not limited to, the bidding requirements, sample forms, all the Conditions of the Contract, and the Specifications.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following new Subsection 1.2.4, 1.2.5, and 1.2.6 after Subsection 1.2.3:

- 1.2.4 By executing the Contract, Contractor represents and warrants to Owner, Architect and Construction Manager that (i) Contractor is and will be financially responsible and has and will have sufficient liquidity to meet its financial responsibilities under the Contract and for all other Projects in which Contractor is or may become involved; (ii) Contractor has carefully examined the Drawings, Specifications and Associated Documents and has visited and examined the site, or deems such visit and examination to be unnecessary; (iii) from Contractor's investigation, Contractor has satisfied itself as to the nature and location of the proposed work, the general and local conditions, and all matters which may in any way affect the work or its performance; and (iv) Contractor fully understands the intent and purpose of the Contract Documents. Claims for additional compensation and/or extension of time relating to Contractor's noncompliance with its representation and warranties in the preceding sentence will not be allowed.
- 1.2.5 If, in the interpretation of the Contract Documents, requirements within the Drawings and Specifications conflict, or it appears that the Drawings and Specifications are not in agreement or there is a conflict between contract documents and applicable standard codes or ordinances, the requirement to be followed shall be decided by the Architect. Where there is a discrepancy in quantity, the Contractor shall provide the greater quantity; where there is a discrepancy in quality, the Contractor shall provide the superior quality; where there is a conflict in the code, ordinance or other standard, the Contractor shall comply with more stringent code, ordinance or other standard at Architect's reasonable discretion. Addenda supersede the provisions that they amend.
- 1.2.6 Written interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Architect. Either party to the Contract may make written request through the Construction Manager to the Architect for such interpretations. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents, and may be effected by Field Directive. Architect's interpretation of contract documents shall be final.

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER INSTRUMENTS OF SERVICE

Delete subsections 1.5.1 and 1.5.2 in their entirety and replace with the following:

- 1.5.1 Contractor shall receive as part of its Contract without cost six (6) copies of Drawings and Specifications.

- 1.5.2 Any Drawings and Specifications in excess of those provided in subsection 1.5.1 shall be furnished to Contractor at cost of reproduction, postage, and handling.

Add subsection 1.5.3

- 1.5.3 Subcontractors and others desiring copies of Drawings and Specifications shall obtain them from Contractor.

1.6 WRITTEN NOTICE

Modify subsection 1.6.3 as follows:

- 1.6.3 Add the following sentence at the end of this subsection:

ALL NOTICE REQUIREMENTS SHALL BE STRICTLY CONSTRUED.

ARTICLE 2 - OWNER

2.1 GENERAL

Delete the second sentence of subsection 2.1.1 in its entirety and replace it with the following:

The Owner is a Central School District, organized and operating pursuant to the laws of the State of New York. All final decisions are made by the Board of Education, although the Board may delegate limited authority as it may require.

Add the following subsection 2.1.3:

- 2.1.3 Wherever the word Owner or a pronoun in place of it occurs in the Contract Documents it refers to the

South Seneca Central School District
7263 Main St
Ovid, New York 14521

Attention: Stephen Zielinski, Superintendent of Schools

2.2 EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS

Delete 2.2.1 in its entirety and replace with "Owner shall provide a copy of the referendum, at Contractor's request,"

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Add the following subsections 2.3.2.1 and 2.3.2.2:

- 2.3.2.1 Wherever the word Architect or Architects or a pronoun in place of them occurs in the Contract Documents it refers to:

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC
Airport Corporate Park
100 Hunt Center
Horseheads, NY 14845

Attention: Josh Bezio

- 2.3.2.2 The firms, if any, listed on the title sheet of the Project Manual are Consultants employed by the Architect and are agents of the Architect and will make observations of their respective branches of the Work. All changes in the Work must be processed by the Architect, through the Construction Manager.

Add the following subsection 2.3.3.1:

- 2.3.3.1 Wherever the phrase Construction Manager or a pronoun in place of it occurs in the Contract Documents it refers to the Construction Manager:

C & S Companies
499 Col. Eileen Collins Blvd»
Syracuse, NY 13212

Attention: Sean Dollaway

Modify subsection 2.3.5 as follows:

- 2.3.5 Add the words "endeavor to" after the word "shall" in line one.

Modify subsection 2.3.6 as follows:

- 2.3.6 Add the words "endeavor to" after the word "shall" in line one.

2.4 OWNER'S RIGHT TO STOP THE WORK

Modify subsection 2.4 as follows:

- 2.4 Following the end of the subsection add, "This right is in addition to, and not in derogation of, the Owner's rights under Section 12.2."

2.5 OWNER'S RIGHT TO CARRY OUT THE WORK

Delete subsection 2.5 in its entirety and replace it with the following:

- 2.5.1 If the Contractor defaults, fails or neglects to carry out the Work in accordance with the Contract Documents and fails within a five calendar day period after receipt of written notice from Owner to commence and continue correction of such default, failure or neglect with diligence and promptness, Owner may, without further notice (except to inform the Contractor its attempt to cure is inadequate) and without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from Payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Construction Manager's and Architect's additional services and expenses made necessary by such default, failure or neglect. If Payments then or thereafter due are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.
- 2.5.2 In the event the Contractor fails, refuses or neglects to perform closeout obligations, including without limitation performance of punchlist items, within sixty (60) days following the contract scheduled date of Substantial Completion, Contractor shall be liable to the Owner for any additional costs, including without limitation those charged by Architect, Attorneys, Construction Manager or others attributable to such failure, refusal or neglect.

ARTICLE 3 - CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following to the end of subsection 3.2.1:

The Contractor shall be liable to the Owner for any damage resulting from any substantive or obvious errors, inconsistencies or omissions in the Contract Documents not reported to the Construction Manager in writing prior to performance of any affected Work.

3.4 LABOR AND MATERIALS

Add the following subsections and clauses 3.4.4, 3.4.5, 3.4.6, and 3.4.7:

- 3.4.4 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in General Requirements (Division 1 of the Specifications) and as set forth below.

- 3.4.5 The Architect will be allowed a reasonable time within which to evaluate each proposed substitution. The Architect will be the sole judge of equivalence, and no substitution shall be ordered, installed or utilized without the Architect's prior written acceptance. Owner may require Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitution. The Architect will record time required by the Architect and the Architect's Consultants in evaluating substitutions proposed by Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not the Architect accepts a proposed substitution, Contractor shall reimburse Owner for the charges of the Architect and the Architect's consultants for evaluating each proposed substitution.
- 3.4.6 By making requests for substitutions based on subsection 3.4.4 above, the Contractor:
- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - .2 represents that the Contractor will provide the same warranty for the substitution that the Contract Documents require for that specified;
 - .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;
 - .4 will coordinate the installation of the accepted substitution making such changes as may be required for the Work to be complete in all respects;
 - .5 represents that he will reimburse the Owner for additional costs from claims by other Contractors resulting from incorporation of requested substitution; and
 - .6 represents that he will reimburse the Owner for all additional costs billed by the Architect or his consultants for the review of the substitution request(s), any redesign of the Work of this Contractor or associated Contractors, additional site visits related to the substitution request and for the work to prepare Change Directives or Change Orders.
- 3.4.7 Substitution of materials and Equipment. Whenever a material, article, device, piece of equipment or type of construction is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, catalog numbers, or similar specific information, it is so identified for the purpose of establishing a standard of quality, and such identification shall not be construed as limiting competition. Any material, article, device, piece of equipment or

type of construction of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, device, piece of equipment or type of construction so proposed is completely described in submittals to the Architect and is, in the opinion of the Architect, of equal substance, appearance, and function. No substitute material shall be purchased or installed by the Contractor without the Architect's written approval. Material that, in the Architect's opinion is inferior to that specified or is unsuited for the intended use will be rejected. The Architect's decision regarding acceptance of equals shall be final.

3.6 TAXES

Add the following subsections 3.6.1, 3.6.2 and 3.6.3:

- 3.6.1 Owner represents that it is an organization operated for purposes which makes it exempt from New York Sales and Compensating Use Tax pursuant to Section 1115(a)(15) of the tax law, as amended by laws of New York 1974, Ch. 513 and 514. The Contractor is advised that the Owner is exempt from payment of all State and Local sales and compensating use taxes of the State of New York and cities and counties on the purchase of all materials and supplies incorporated in and becoming an integral component part of the structures, buildings or real property, pursuant to the provisions of this Contract. Such taxes are not to be included in the Contract price, bid or costs to be reimbursed, as the case may be. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a Subcontractor or to supplies and materials which, even though they are consumed in the performance of the Contract, are not incorporated into the completed permanent work, and the Contractor and his subcontractors shall be responsible for and pay all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property upon all such unincorporated supplies and materials. Owner shall deliver to Contractor the appropriate exemption certificate required to be supplied by the Owner and Contractor and his subcontractors and materialmen shall be solely responsible for obtaining or delivering any and all exemption or other certificates and for furnishing a Contractor Exempt Purchase Certificate or other appropriate certificates to all persons, firms or corporation from whom they purchase supplies, materials and equipment for the performance of the work covered by this Contract.
- 3.6.2 Except as otherwise specified, all Federal, State and Local taxes are included in the Contract price.
- 3.6.3 Each Contractor shall pay and include in his bid all costs and liabilities for the amounts assessed, or which may be assessed by the Federal, State and local governments under any and all Acts or Laws upon the wages and salaries paid or to be paid all employees of the Contractor and his subcontractors under this

Contract and shall provide to the Owner on a regular basis, certified payrolls in accordance with law.

3.7 PERMITS, FEES NOTICES, AND COMPLIANCE WITH LAWS

Add to the end of 3.7.3 the following clause:

- 3.7.3 to remedy such defective or inconsistent work including without limitation additional costs to the Owner for design, construction management or legal services.

3.8 ALLOWANCES

Delete subsection 3.8.1 in its entirety and replace it with the following:

3.8.1 ARCHITECT DIRECTED MATERIAL ALLOWANCE

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes. The Contractor's handling costs on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance. The Contractor shall cause the Work covered by these allowances to be performed for such amounts and by such persons as the Construction Manager may direct, but he will not be required to employ persons against whom he makes a reasonable objection. If the cost, when determined, is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order which will include additional and actual handling costs on the site, labor, installations costs, overhead, profit and other expenses resulting to the Contractor and demonstrated to the Construction Manager from any increase over the original allowance.

Delete subsection 3.8.2 in its entirety and replace it with the following:

3.8.2 FIELD DIRECTED WORK ALLOWANCE

Contractor shall include allowances as defined in Specification Section 01020 in its base bid proposal. Overhead and profit for these allowances shall be included in the base bid and are not part of the allowances. Allowances shall be adjusted as required for field directed additional work. In the event the total of field directed work under the Contract does not exceed the total amount of the allowance, the difference shall be credited to the Owner by Change Order. Allowances shall be used only upon written authorization of the Construction Manager.

3.9 SUPERINTENDENT

Add the following to the end of subsection 3.9.1:

Important Communications, including all those that may affect cost, schedule, quality or safety, must be confirmed in writing by the Contractor to the Construction Manager, prior to commencement or continuation of any affected Work.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Add the following subsection 3.10.5:

3.10.5 The progress schedule and proposed changes shall be in the form of a bar chart or as otherwise directed by the Construction Manager suitable in size and scale to show clearly the various divisions of the Work and indicating approximately the percentage of the Work scheduled to be in progress at any one time.

3.14 CUTTING AND PATCHING

Add the following subsection 3.14.3:

3.14.3 Refer to the Specifications for additional cutting and patching requirements.

3.15 CLEANING UP

Add the following subsection 3.15.3:

3.15.3 Refer to the Specifications for additional cleaning up requirements.

3.18 INDEMNIFICATION

Delete subsection 3.18.1 and replace it with the following subsection 3.18.1 and clause 3.18.1.1:

3.18.1 To the maximum extent permitted by law, Contractor hereby assumes the entire responsibility and liability for any and all damage (direct or consequential) and injury (including death), disease or sickness of any kind or nature whatsoever, not caused solely and entirely by the Owner, to all persons, whether or not employees of Contractor, and to all property and business or businesses, caused by, resulting from, arising out of, or occurring in connection with (i) the Work; (ii) the performance or intended performance of the Work; (iii) the performance or failure to perform the Contract; or (iv) any occurrence which happens in or about the area where the Work is being performed by the Contractor, either

directly or through a subcontractor, or while any of Contractor's property, equipment or personnel is in or about such area.

- 3.18.1.1 Except to the extent, if any, expressly prohibited by law, should any such damage or injury referred to in subsection 3.18.1 be sustained, suffered, or incurred by Owner, Architect or Construction Manager, or should any claim for such damage or injury be made or asserted against any of them, whether or not such claim is based upon Owner's, Architect's or Construction Manager's alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the Owner, Architect or Construction Manager, Contractor shall indemnify and hold harmless Owner, Architect and Construction Manager, their officers, agents, partners, and employees (hereinafter collectively referred to as "Indemnitees"), of, from and against any and all other loss, cost, expense, and liability, including without limitation, legal fees and disbursements, that Indemnitees may directly or indirectly sustain, suffer or incur as a result of such damages, injuries and claims; and Contractor agrees to assume, on behalf of any and all Indemnitees the defense (with counsel satisfactory to the party indemnified) of any action at law or in equity, or other legal proceeding, which may be brought against any Indemnitee upon or by reason of such damage, injury or claim and to pay on behalf of every Indemnitee, the amount of any judgment, decree, award, or order that may be entered against each said Indemnitee in any such action or proceeding. In the event that any such claim, loss, cost, expense, liability, damage or injury is sustained, suffered, or incurred by, or is made, asserted or threatened against any Indemnitee, Owner shall, in addition to all other rights and remedies, have the right to withhold from any payments due and to become due to Contractor an amount sufficient in Owner's judgment to protect and indemnify the Indemnitee(s) from and against any and all such claim, loss, cost, expense, liability, damage or injury, including legal fees and disbursements; or Owner, in its discretion, may require Contractor to furnish a surety bond satisfactory to Owner guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made therefore. In the event more than one Contractor is connected with an event or occurrence (or series of events or occurrences) covered by this indemnification, then all such Contractors shall be jointly and separately responsible to the Indemnitees, and the ultimate responsibility among such indemnifying Contractors shall be settled or otherwise determined by separate proceedings and without loss, expense or damage to any Indemnitee.

Add the following subsections 3.18.3, 3.18.4, 3.18.5, 3.18.6, and 3.18.7:

- 3.18.3 No provision of this Section 3.18 shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described therein.

- 3.18.4 In any and all claims against the Owner, the Architect or the Construction Manager or their agents or employees by third parties, the indemnification obligation under this Section 3.18 shall apply and shall not be limited by limitation or amount of or type of damages, compensation, or benefits payable by or for the Contractor or Subcontractors.
- 3.18.5 Contractor shall comply with, and cooperate with other contractors, Construction Manager, Architect, and/or Owner in complying with Legal Requirements, including but not limited to OSHA requirements. Among other things, Contractor shall be responsible for performing corrective work within abatement periods, appealing from decisions or orders, requesting extensions on abatement periods, and furnishing such information or evidentiary material as may be necessary or as may be requested by Construction Manager and/or Owner to fully protect the rights and interests of Owner, Architect, and Construction Manager with respect to possible, threatened or pending proceedings or orders.
- 3.18.6 Without limitation, Contractor shall indemnify Owner and/or Architect and/or Construction Manager pursuant to section 3.18 hereof in respect of Section 3.18.6 and the responsibilities of Contractor specified in Article 13 and Sections 3.6.2, 3.19.10, 3.19.13, and 3.19.14, pertaining to Legal Requirements.
- 3.18.7 Prevention of accidents at the site is the responsibility of the Contractor, its employees, subcontractors and suppliers, and all other Contractors, persons and entities at the site. The Contractor shall establish its own safety program, implementing safety measures, policies, and standards conforming to those required by governmental and quasi-governmental authorities having jurisdiction. The Construction Manager is not responsible for identifying unsafe practices, and the Construction Manager's failure to stop the Contractor's unsafe practices shall not relieve the Contractor of the responsibility thereof. The Contractor shall indemnify the Owner, Architect and Construction Manager for fines and penalties imposed on the Owner, Architect or Construction Manager as a result of safety violations.

Add the following section 3.19 and subsections 3.19.1, 3.19.2, 3.19.3, 3.19.4, 3.19.5, 3.19.6, 3.19.7, 3.19.8, 3.19.9, 3.19.10, 3.19.11, 3.19.12, 3.19.13, 3.19.14, 3.19.15, 3.19.16, 3.19.17, 3.19.18, 3.19.19, 3.19.20 and 3.19.21.

3.19 CONTRACTOR'S ADDITIONAL RESPONSIBILITIES

3.19.1 Contractor agrees that, in addition to all other responsibilities and duties under the Contract, the Contractor shall:

- .1 furnish a competent and adequate staff and use its best skill and attention for the proper administration, coordination, supervision and superintendence of the Work;

- .2 organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work;
 - .3 keep an adequate force of skilled workers on the job to complete the Work in strict accordance with all requirements of the Contract Documents;
 - .4 maintain throughout the duration of the Work a competent superintendent and any necessary assistants, all of whom shall be acceptable to Owner and shall not be changed without the consent of the Owner;
 - .5 enforce discipline and order among Contractor's employees and not to employ at the Project any unfit person or anyone not skilled in the task assigned; and
 - .6 provide supervision by experts in all aspects of the application of the materials, equipment or system being fabricated and installed.
- 3.19.2 The Contractor, its employees, agents, representatives, sub-contractors and subcontractor's employees, agents and representatives shall not use tobacco in any form on school property during the course of the Work. Contractors failing to abide by and enforce this requirement shall be prohibited from working at the site and shall be responsible for any consequent delays or added costs to the Owner as a result of such noncompliance.
- 3.19.3 The Contractor shall require each employee, subcontractor or other person for whom it is responsible at the Project site to wear reasonable and visible photo identification, and shall, upon request of the Owner, make available a list of names of those employees, subcontractors or others working under the direction of the Contractor at the Project site. Such identification shall be in a form prepared by the Owner in conjunction with the Construction Manager and shall include such information as the Owner deems reasonable and necessary. Any such identification shall be reasonably visible to the Architect, Construction Manager and to school personnel at all times to allow the Owner to maintain the safety and security of school buildings, school property and persons at the Project site. Contractors failing to abide by this requirement shall be prohibited from working at the site and shall be responsible for any consequent delays or added costs to the Owner as a result of such noncompliance.
- 3.19.4 Directions given to Contractor's Superintendent shall be binding upon Contractor, and the Superintendent's signature shall bind the Contractor.
- 3.19.5 The Contractor shall submit to Owner, Construction Manager and Architect promptly upon request, information with respect to the names, responsibilities and titles of the principal members of Contractor's staff.

- 3.19.6 The Contractor shall carefully study and compare, one with the other, all Drawings, Specifications and other instructions and at once report in writing to Construction Manager and Architect any error or omission (including variance from any Legal Requirements); and is to subsequently proceed with the Work in accordance with instructions from Construction Manager concerning such error, omission or variance.
- 3.19.7 The Contractor shall use all necessary means to discover and to notify Architect in writing of any defect in other Work upon which the satisfactory performance of the Work may depend, and to allow a reasonable amount of time for remedying such defects. If Contractor should proceed with the Work, Contractor shall be considered to have accepted and be responsible for such other Work unless over Contractor's written objection, Contractor shall have proceeded pursuant to written instructions from Architect.
- 3.19.8 The Contractor shall furnish sufficient temporary facilities and shanties, material storage rooms, field offices, etc., which shall be placed in locations designated by Construction Manager. When it becomes necessary, due to the progress of the Project, for Contractor to relocate such facilities, shanties, rooms, and/or offices, Contractor will do so in an expeditious manner and at no additional cost. Shanties, storage rooms, field offices, etc., shall be equipped with fire extinguishers and shall be of fireproof material only, such as concrete, concrete masonry unit, rated drywall, or sheet metal.
- 3.19.9 The Contractor shall pay charges for the costs of repair to other Work attributable, in whole or in part, to the fault or negligence of Contractor, and Owner's charges for removal of rubbish attributed by Owner, Construction Manager or Architect to Contractor, and any cleanup related to Contractor or the Work.
- 3.19.10 The Contractor shall pay all royalties and license fees applicable to the Work. Contractor shall defend, indemnify and hold Owner, Architect/Engineer and Construction Manager harmless of, from and against any and all suits, demands and claims for infringement of any patent rights except to the extent that a particular design, process or product is specified in the Contract Documents. The foregoing exception shall be inapplicable if Contractor had or should have had reason to believe the design, process, or product infringed upon a patent, and failed to give written notification to Construction Manager of same.
- 3.19.11 Contractor agrees that, in the event of any dispute as to whether any item or portion of the Project is within the scope of the Work to be performed by Contractor or any dispute as to whether Contractor is entitled to an extra payment, Contractor shall continue to proceed diligently with the performance of the Work, the Contract, and the disputed Work. The resolution, by agreement or otherwise, of the disputed Work, shall be made between

Contractor and Owner with reasonable promptness. In no event shall delay in such resolution excuse prompt performance by Contractor of the Work, the Contract and the disputed Work.

- 3.19.12 The Contractor shall not display on or about the Project site any sign, trademark or other advertisement, except to identify trailers, vehicles or equipment.
- 3.19.13 The Contractor shall comply with all legal requirements; appear at hearings, proceedings or in court in respect of such compliance or in respect of violations or claimed violations of legal requirements; pay any fines or penalties imposed for said violations; and pay all legal fees, fines and penalties incurred by or imposed upon Owner relating to Contractor's compliance, violations or claimed violations. Without limiting the foregoing, Contractor shall appear at hearings, proceedings and/or in court and consent to its substitution as a party defendant in respect of all summonses and claimed violations arising out of or relating to the Work.
- 3.19.14 The Contractor agrees that, if any Work is performed which is contrary to legal requirements, the Contractor shall promptly make all changes as required and take all other corrective action to comply therewith and pay all costs arising therefrom.
- 3.19.15 The Contractor shall take all steps necessary to avoid labor disputes; and to be responsible for any delays and damages to Owner caused by such disputes.
- 3.19.16 The Contractor shall employ individuals that are compatible with the employees of other Contractors; take all steps necessary that are consistent with the Law to minimize the potential for labor disputes; and be responsible for any delays and damages to Owner caused by such disputes.
- 3.19.17 The Contractor agrees that, if any provision of the Contract Documents conflicts with any agreement among members of trade associations, or with a union or labor council which regulates the work to be performed by a particular trade, the Contractor shall reconcile such conflict without delay or damage to Owner.
- 3.19.18 Before any subcontractor or supplier is employed by Contractor, the name of such Subcontractor or supplier shall be submitted in writing to the Architect and Owner through the Construction Manager, and no Subcontractor or supplier shall be employed unless acceptable to the Owner. Each Subcontractor and supplier shall be bound by all Contract Documents to the same extent and with the same effect as if the Subcontractor or supplier were the Contractor. Contractor shall cause Subcontractors and suppliers to comply with all the Contract Documents. Contractor shall be responsible for all the acts, work, material and equipment of its Subcontractors and supplier and all persons either directly or indirectly employed by any of them.

- 3.19.19 Any review or consideration by Owner or Architect of any method of construction, invention, appliance, process, article, device or material of any kind shall be for its general adequacy for the Work and shall not be an approval for the use thereof by Contractor in violation of any patent or other rights of any third person. Owner and Architect shall in no event be deemed to have reviewed or to have been required to review or consider the means and methods of construction, all of which are chosen exclusively by the Contractor.
- 3.19.20 The Contractor shall afford Other Contractors reasonable opportunity for introduction and storage of their materials and for the execution of Other Work.
- 3.19.21 The Contractor, its employees and Subcontractors and their employees shall be subject to and abide by rules and regulations established by the Owner. No weapons of any kind shall be permitted on site, there shall be no harassment of a sexual, ethnic or religious nature; there shall be no contact with students except in emergencies; there shall be no use of profanity.

ARTICLE 4 – ARCHITECT AND CONSTRUCTION MANAGER

4.2 ADMINISTRATION OF THE CONTRACT

Add the following clause 4.2.1.1:

- 4.2.1.1 The Contractor, Architect and Construction Manager, notwithstanding any provision to the contrary, have an affirmative duty to promptly notify the Owner of what may appear to them to be a violation of law relevant to the Work of this Contract which he or she may at any time observe.

Delete subsection 4.2.18 in its entirety and replace with the following:

- 4.2.18 Consistent with section 15.2, the Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents. The Construction Manager shall be the judge of the performance of the Contractor. The Architect shall promptly render and deliver to the Construction Manager Architect's written interpretations in an expeditious and timely manner so as not to interrupt or delay the execution or progress of the Work. The Construction Manager shall promptly report substantial exceptions to Contractor's performance in writing to Owner and Architect.

ARTICLE 5 - SUBCONTRACTORS

5.1 DEFINITIONS

Modify subsection 5.1.1 as follows:

5.1.1 In line two, delete the words "at the site."

Modify subsection 5.1.2 as follows:

5.1.2 In line two, delete the words "at the site."

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Add the following subsection 5.2.5:

5.2.5 The successful bidders for each Contract shall submit to the Construction Manager and to the Architect within five (5) calendar days after receipt of notification of award of contract, a list of subcontractors, Material Suppliers and Manufacturers used in preparation of the bid and are proposed for such portions of the Work as designated on the form supplied.

Add the following subsection 5.2.6:

5.2.6 The Contractor shall not award work to any one subcontractor in excess of fifty (50) percent of the Contract Sum, without prior written approval of the Owner.

5.3 SUBCONTRACTUAL RELATIONS

Delete subsection 5.3 in its entirety and replace it with the following:

5.3 By an 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 the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner, Architect and Construction Manager. Any such agreement shall preserve and protect the rights of the Owner, Architect and Construction Manager under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Such agreement shall include acceptance of, and adherence to, the "no damage for delay" clause contained in Section 8.3 of these Supplementary General

Conditions. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to its Sub-subcontractors.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

6.2 MUTUAL RESPONSIBILITY

Modify subsection 6.2.4 as follows:

6.2.4 Delete the word "wrongfully" in the first line.

Add the following subsection 6.2.6:

6.2.6 Should the Contractor cause damage to the work or property of a separate contractor on the Project or other work on the site, the Contractor shall, upon due notice, settle with such other contractor by agreement, if he will so settle. In any other event or circumstance, the provisions of the indemnification section shall apply.

ARTICLE 7 - CHANGES IN THE WORK

7.1 GENERAL

Add the following subsection 7.1.4:

7.1.4 Unit prices, when noted, shall be submitted in the Form of Proposal for the various items set forth therein and shall be used to determine changes in the Contract Sum in connection with extra work or work deleted or reduced by the Architect. The Unit Prices set forth in the Form of Proposal shall include all labor, materials, equipment, insurance, bonds, applicable taxes, overhead and profit and shall apply to all Work added to or subtracted from the Contract.

Add the following subsections 7.3.11, 7.3.12, 7.3.13, and 7.3.14 :

7.3.11 The allowance for the combined overhead and profit ("Markup") included in the total cost to the Owner shall not exceed 15%. If Work is performed by Contractor, markup shall not exceed 15%. If Work is performed by Subcontractors, markup for Contractor shall not exceed 5% and markup for Subcontractors shall not exceed 10% of the change order.

7.3.12 Cost to which overhead and profit is to be applied shall be determined in accordance with subsection 7.3.3.

7.3.13 To facilitate checking of quotations for additional Work or deleted Work, all proposals shall be accompanied by a complete itemization of costs including labor, materials, Subcontracts, overhead and profit. Subcontracts shall also be so itemized.

7.3.14 Changes in the Work involving additional work or deletion of Work resulting in an addition to or subtraction from the Contract Sum shall not be effective until the Contractor submits to the Architect the cost of the added or deleted Work with a complete and detailed listing of all Subcontractors involved, all materials, labor, overhead and profit, and the Architect has issued an appropriate Change Order. If requested, the Contractor shall submit detailed quotations from its own office or from Subcontractors, suppliers or materialmen. Changes in the Work, when not involving additions or deletions in the Contract Sum shall not be made until the Architect has issued an appropriate Change Order or Construction Change Directive. ALL CHANGE ORDERS MUST HAVE APPROVAL OF THE OWNER IN WRITING.

ARTICLE 8 - TIME

8.2 PROGRESS AND COMPLETION

Delete subsections 8.2.1, 8.2.2 and 8.2.3 in their entirety and replace them with the following:

- 8.2.1 TIME IS OF THE ESSENCE IN THE COMMENCEMENT, PROSECUTION AND CONSTRUCTION OF THE WORK. Contractor shall be responsible for all direct and consequential damages to Owner, Architect and Construction Manager arising from any delay of Contractor, its subcontractors and suppliers, in performing or completing the Work in accordance with the time requirements of Article 8 hereof. The indemnity provisions of Article 3 are applicable to such damages and to claims arising in respect thereto.
- 8.2.2 Contractor shall do all things necessary to ensure the prosecution of the Work in accordance with any one or more of the following as determined by Construction Manager in its absolute and sole discretion:
- (i) Project schedules and revisions thereof, given from time to time by Construction Manager to Contractor;
 - (ii) the time requirements for various portions of Work, which said requirements are made known from time to time by Construction Manager or Other Contractors to Contractor;

- (iii) the requirements of the project including, but not limited to, coordination requirements as may from time to time be known to Contractor or be made known by Construction Manager or Other Contractors to Contractor;
- (iv) schedules of the Work provided by Contractor to Construction Manager upon Construction Manager's request.

8.2.3 Should the progress of the Work and/or Other Work be delayed by any fault, neglect, act or failure to act of Contractor or any of its subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to Owner, Architect/Engineer and/or Construction Manager or for which Owner, Architect/Engineer and/or Construction Manager may become liable, Contractor shall hold Owner, Architect/Engineer and/or Construction Manager harmless from and indemnify Owner, Architect/Engineer and/or Construction Manager against all such additional cost, expense liability or damage in accordance with the provisions of Article 3.

Add the following subsections 8.2.4, 8.2.5, 8.2.6 and 8.2.7:

- 8.2.4 The Work shall be performed during regular working hours, except that in the event of emergency or when necessary to perform the Work in accordance with the requirements of Subsection 8.2.2, Work shall be performed at Contractor's cost and expense (including Construction Manager's standby and other general conditions costs) on night shifts, overtime, Saturdays, Sundays, Holidays and at other times, if permission to do so has been obtained in writing from Construction Manager. Without limiting the requirements of the preceding sentence, if the progress of the Work or of the Project has been delayed by any fault, neglect, act or failure to act of Contractor or any of its subcontractors or suppliers, Contractor shall work such overtime, at Contractor's cost and expense as aforesaid, as Construction Manager shall deem necessary or desirable to make up for all time lost and to avoid delay in the completion of the Work and of the Project. The failure by Construction Manager to direct Contractor to engage in such overtime work shall not relieve Contractor of the consequences of its delay.
- 8.2.5 Contractor shall commence the Work only upon written notice by Construction Manager and after the effective date of all Contractor's insurance.
- 8.2.6 Construction Manager may direct acceleration of the Work in order that it may be performed in advance of the schedules, time requirements and Project requirements described in Subsection 8.2.2 hereof. If so directed, Contractor shall increase its staff and/or work overtime. Contractor will not be entitled to additional compensation for work performed outside of regular working hours, except as approved by Owner and authorized in writing by Construction Manager. Provided that Contractor is not in default under the Contract, and Construction

Manager has issued the aforesaid authorization, there shall be added to the Contract Price as actual out-of-pocket amount equal to: (i) additional wages actually paid, at rates which have been approved by Construction Manager; (ii) taxes imposed by law on such additional wages; (iii) premiums for worker's compensation and liability insurance if required to be paid on such additional wages.

8.2.7 Contractor and its Surety shall be strictly accountable for completion as a condition to satisfactory contractual performance.

8.3 DELAYS AND EXTENSIONS OF TIME

Delete subsections 8.3.1, 8.3.2 and 8.3.3 in their entirety and replace them with the following:

8.3.1 If Contractor claims an increase in the Contract Price or an extension in the completion time requirements by reason of a change in the Work, Contractor shall give Construction Manager written notice pursuant to section 15.1. This notice shall be given by Contractor before proceeding to execute the changed Work, except in an emergency endangering life or property in which case Contractor shall proceed in accordance with section 10.3 of these Conditions. No such claim will be valid unless notice is given as required in this section. Contractor shall proceed to execute the Work, even though the increase or time extension has not been agreed upon.

8.3.2 Should Contractor be obstructed or delayed in the commencement, prosecution or completion of the Work, without fault on its part, by reason of failure to act, direction, order, neglect, delay or default of the Owner, Architect, the Construction Manager, or any other contractor employed on the Project; by changes in the Work including all changes to the contract allowed by the Contract Documents; fire, lightning, earthquake, enemy action, act of God or similar catastrophe; by Government restrictions with respect to materials or labor; or by an industry wide strike beyond Contractor's reasonable control, then Contractor shall be entitled to an extension of time lost by reason of any and all causes aforesaid, but no claim for extension of time on account of delay shall be allowed unless a claim in writing therefore is presented to Construction Manager with reasonable diligence but in any event not later than ten (10) days after the commencement of such claimed delay. Except for the causes specifically listed above in this section 8.3.2, no other cause or causes of delays shall give rise to an extension of time to perform the Work. The granting of an extension of time is conditioned upon Contractor's timely submission of the aforesaid written notice. Except to the extent, if any, expressly prohibited by law, Contractor expressly agrees not to make, and hereby waives, any claim for damages, including those resulting from increased labor or material cost, on account of any delay, obstruction or hindrance for any cause whatsoever, whether or not foreseeable and whether or not anticipated including but not limited to the aforescribed causes,

and agrees that the sole right and remedy therefore shall be extension of time, provided the requisite condition as to written claim has been met.

- 8.3.3 Contractor shall not be allowed an extension of time unless Contractor has established to the satisfaction of the Owner, Construction Manager and Architect that the delay claimed by Contractor is to a portion of the Work on the critical path of the work schedule.

Add the following subsections 8.3.4, 8.3.5 and 8.3.6:

- 8.3.4 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- 8.3.5 It is emphasized that no monetary recovery may be obtained by Contractor for Delay. Time extensions for delay are limited to the specific causes set forth in Section 8.3.1 hereof and, then, only upon compliance with the notice and proof requirements of Sections 8.3.2, 8.3.3, 8.3.4 and Article 15 of these conditions.
- 8.3.6 It is specifically agreed by Contractor that under no circumstances will Contractor look to or make a claim against Owner, Construction Manager or Architect for the consequences of any delay resulting from directions given or not given by Construction Manager including scheduling and coordination of the Work or resulting from Architect's preparation of Drawings and Specifications or review of Shop Drawings.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following subsection 9.2.1:

9.2.1 Schedule of Values:

1. Contractor shall submit in triplicate to the Construction Manager and the Architect within ten (10) calendar days from the date of award of the Contract the Schedule of Values using the Architect's Payment Application form.
2. The list of items shall include all items included in all Divisions and Sections of the specifications.
3. Contractor shall maintain and keep current all changes to the Schedule of Values caused by Change Orders, Construction Change Directives or other authorized changes. Such revised Schedule of Values shall be presented monthly with the Application for Payment.

4. The following items shall also be listed separately as the line items (with their respective values):
 1. Bond and Project Insurance;
 2. Operations and Maintenance Manuals (including construction record drawings);
 3. Each Allowance associated with the Contract;
 4. Each Alternate accepted;
 5. Each Change Order as it is issued;
 6. Each Construction Change Directive as it is issued; list below the associated allowance;
 7. Mobilization and demobilization, separately;
 8. Warranties.

9.3 APPLICATIONS FOR PAYMENT

Delete subsection 9.3.1 and clauses 9.3.1.1 and 9.3.1.2 in their entirety and replace them with the following:

- 9.3.1 On or before the 25th of each month during the progress of the Work, Contractor shall submit to Construction Manager an Application and Certificate for Payment in affidavit form, written on AIA Document G732 and continuation sheets, sworn to by a principal officer of Contractor, which shall include the following:
 1. the amount paid to Contractor to the date of Application for Payment;
 2. the amount requested by Contractor on the current Application for Payment;
 3. the balance that will be due after the payment requested is made;
 4. any additions to and subtractions from the Contract Price in accordance with the Contract Documents;
 5. the amount being withheld for retention; and
 6. the percentage of completion of each detailed portion of the Work.
- 9.3.1.1 Each application for Payment shall provide for a retention required by Owner of five percent (5%) of the amount due until completion of the Work and acceptance thereof by Owner. Contractor shall furnish with each Application for Payment such material invoices, evidence of equipment purchase, rentals and other details of cost as Owner, Owner's construction lender, or Construction Manager may require from time to time.

9.3.1.2 With each application for Payment, Contractor shall submit a duly executed waiver or partial waiver of lien in form approved by Owner, and acknowledged under oath by a principal officer of Contractor. In addition, Contractor shall, with each Application for Payment, furnish an affidavit, in form approved by Owner and acknowledged under oath by a principal officer of Contractor, stating that there are no known mechanics or materialmen liens outstanding at the date of the Application; that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the Application, and except for such bills not paid but so included, there is no known basis for the filing of any mechanics or materialmen liens on the Work; and that all laborers, workmen, and mechanics employed in the performance of the Contract are paid not less than the hourly rates of wages and provided supplements (not less than the prevailing supplements) stated in the Contract Documents.

Add the following clauses 9.3.1.3 and 9.3.1.4:

9.3.1.3 Construction Manager and Architect shall review each Application for Payment and the supporting documentation submitted therewith. Construction Manager and Architect shall then jointly approve, modify or reject, in whole or in part, such Application for Payment. Construction Manager may, at its discretion, either return such Application for Payment to Contractor for revision and resubmission or forward the Application to Owner as approved or as modified unilaterally by Construction Manager and Architect, together with a Certificate for Payment issued by Architect, for such amount as Construction Manager and Architect jointly determine as properly due. The issuance of a Certificate for Payment and/or the forwarding of an Application for Payment to Owner by Architect and Construction Manager shall not bind Owner to make payment, Owner having retained the right to retain payment, in whole or in part, under section 14.2.

9.3.1.4 Payments for stored material shall only be made if Owner specifically approves in writing. If payments are to be made on account of materials and equipment not incorporated in the Work but delivered and suitably stored at the Project site or at some other location agreed upon by Owner and Construction Manager in writing, such payments shall be conditioned upon submission by Contractor of bills of sale and other documents satisfactory to Owner to establish Owner's title to such materials and equipment and to otherwise protect Owner's interests including applicable insurance and transportation to the Project site. All such materials not on the Project site shall be stored locally, segregated from other materials, labeled with the Owner's name and the Project name at a minimum, and fully insured with the Owner named as insured, as more fully described in the Specifications.

Add the following subsection 9.3.4 and clause 9.3.4.1:

9.3.4 Each Application for Payment forwarded to the Owner by the Construction Manager or the Architect shall be subject to audit and approval by Owner in accordance with Owner's normal audit procedures.

9.3.4.1 Upon audit and approval of an Application for Payment, Owner shall pay the amount approved less an amount necessary to satisfy any claims, liens, or judgments against the Contractor which have not been satisfactorily discharged and less retainage of five percent (5%) of the amount approved.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Modify clause 9.5.1.6 as follows:

9.5.1.6 Delete the word "or" at the end of the clause.

Modify clause 9.5.1.7 as follows:

9.5.1.7 Add the word "or" to the end of the clause.

Add the following clause 9.5.1.8 to subsection 9.5.1:

9.5.1.8 any other breach of the Agreement.

9.6 PROGRESS PAYMENTS

9.6.8 Delete the words "Provided the Owner has fulfilled its payment obligations" at the beginning of the first sentence. Capitalize the following word "the"

9.7 FAILURE OF PAYMENT

Modify subsection 9.7 as follows:

9.7 Delete the words "or awarded by binding dispute resolution" in lines four through five. Also in line five, delete the word "seven" and replace it with the word "twenty-one."

9.8 SUBSTANTIAL COMPLETION

Add the following subsections 9.8.6 and 9.8.7:

9.8.6 Contractor shall deliver to Owner, before final payment is made on the Contract, a written Maintenance Guarantee on a photocopy or other facsimile of the form in Section 01740, properly sworn to and signed by a responsible officer of Contractor, guaranteeing all work and materials included in this Contract against all defects not due to ordinary wear and use for a period equal to the greater of one (1) year from the date of Substantial Completion or other such period as may

be specified by Legal Requirements or Contract Documents. If any part of the Work is found after Substantial Completion not to comply with Contract Documents, the guarantee period thereof shall commence on the date such work is corrected to comply with the Contract Documents.

9.8.7 Certificate of Substantial Completion shall not be issued until all documents required by the Specifications to be delivered at Substantial Completion are actually delivered in acceptable form to the Construction Manager.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following subsections 9.10.2, 9.10.6, 9.10.7, 9.10.8 and 9.10.9:

9.10.2 Modified by adding the following at the end:

Owner's attorney's fees including without limitation those incurred as a result of any liens or claims filed with or against the Owner by Contractor's project creditors shall be deducted from the Final Payment otherwise due to the Contractor.

9.10.6 Contractor shall promptly, after receipt of written notice, correct any defects in materials, equipment and workmanship which may develop within the guarantee period, and also correct and/or repair and/or replace any damage to other work or to Owner's property caused by defective materials, equipment or workmanship and the repairing of same.

9.10.7 Existing guarantees shall not deprive Owner of any action, right or remedy otherwise available for breach of any of the provisions of the Contract Documents. The periods referred to above shall not be construed as a limitation on the time in which Owner may pursue such other action, right or remedy.

9.10.8 Each Contractor shall submit, prior to requesting final inspection, written certification that:

- a. Work has been completed in accordance with Contract Documents.
- b. Project has been inspected for compliance with Contract Documents.
- c. Equipment and systems have been tested in the presence of the Construction Manager and the Owner's Representative and are operational.
- d. Owner's designated staff have been instructed on all equipment and systems and an Owner signed receipt furnished the Architect.

- e. Operational and Maintenance Manuals have been submitted to and reviewed by the Architect.
- f. Owner has been furnished the specified guarantees and spare parts and an Owner signed receipt furnished the Architect.
- g. Project has been completed and is ready for final inspection.

If the Architect considers the work complete in accordance with the requirements of the contract documents, the Contractor will submit his final requisition together with the following:

- 1. AIA G706 - Contractor's Affidavit of Payments of Debts and Claims.
- 2. Contractor's Release of Liens and Waiver of Liens
- 3. AIA G707 - Consent of Surety to Final Payment.

If the Architect does not consider the work finally complete, the Contractor will be notified, in writing, with the reasons stated and the Contractor shall pay the cost of any services or materials charged to the Owner by the Architect and Construction Manager for second and subsequent inspections.

9.10.9 The Contractor shall achieve FINAL COMPLETION of all Work, including correction of punchlist items, preparation and delivery of manuals, presentation of training and completion of final paper submissions not later than sixty (60) days following the Contractor's scheduled Substantial Completion date. In the event the Contractor shall fail to achieve Final Completion in a timely manner in accordance with this subsection 9.10.9, the Contractor and the Contractor's Surety shall be liable for and shall reimburse the Owner for any and all Architecture, attorney, or Construction Manager fees, materials or expenses made necessary by the Contractor's failure. Additional fees and expenses shall be charged by the Owner against any Final Payment due or which may become due the Contractor.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.2 Add the following subsection 10.1.2:

Prevention of accidents at the site is the responsibility of the Contractor, its employees, subcontractors, and suppliers, and all other Contractors, persons, and entities at the site. The Contract shall establish its own safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction. The Construction

Manager is not responsible for identifying unsafe practices, and the Construction Manager's failure to stop the Contractor's unsafe practices, and the Contractor of the responsibility thereof. The Contractor shall indemnify the Construction Manager and the Owner for fines and penalties imposed on the Construction Manager or Owner as a result of safety violations.

10.4 EMERGENCIES

Delete subsection 10.4 in its entirety and replace it with the following:

- 10.4 In an emergency affecting life, safety, health, the Work, the work of other contractors or the Owner, or Owner's property, Contractor, without special instructions or authorization from Construction Manager, shall take the action necessary to deal adequately with such emergency. Notice of any such action shall be given by Contractor to Construction Manager as soon as is practicable.

Add the following new sections 10.5 and 10.6, as well as subsections 10.5.1, 10.5.2, 10.5.3, 10.5.4, 10.5.5, 10.5.6, 10.5.7, 10.6.1, 10.6.2 and 10.6.3:

10.5 PROTECTION OF PROPERTY

- 10.5.1 Contractor shall continuously protect the Work, other work, and the property of the Owner and others from damage, injury or loss arising in connection with the Work. Owner, Architect and Construction Manager shall not be responsible for any loss or damage to the Work, however caused, until after final acceptance thereof by the Owner, nor shall Owner, Architect or Construction Manager be responsible for loss of or damage (however caused) to materials, equipment, appliances and other personal property of Contractor used in the performance of the Work.
- 10.5.2 Contractor shall protect roadways, streets, sidewalks, paths, hallways, stairways and other common areas, whether or not open to the public, keep them free from obstructions and maintain them in a safe and satisfactory condition. Contractor shall protect trees, shrubs, lawns, landscape work to remain from damage by guards, fences or other necessary methods.
- 10.5.3 Contractor shall provide, erect and maintain barricades, warning signs, flags, lights, as may be necessary to protect the Work and safeguard the workmen and the general public. All such protection shall comply with the requirements of the proper authorities having jurisdiction.
- 10.5.4 Contractor shall at all times during the construction period protect the excavation, trenches and the building from damage from water caused by rain, springs, ground water, back-up of drains and sewers, work of or with which is included in his contract, or from any source under his control. Contractor shall provide and

maintain pumps and other equipment, coffer dams, ditches and other protection required. Contractor shall construct and maintain all necessary temporary drainage and do all pumping required to keep the excavation, basements and crawl spaces free from water at all times.

10.5.5 If, during construction, public or private property is damaged or destroyed as a result of Contractor's neglect, Contractor shall, at his own expense, restore such property to a condition equal or better than that existing before such damage or injury was done by repairing, rebuilding or replacing it, or otherwise making good such damage or destruction in a manner acceptable to the Owner.

10.5.6 Contractor shall protect his work from damage caused by vandalism and malicious mischief.

10.5.7 Contractor shall enforce Construction Manager's instructions and all Legal Requirements regarding signs, advertisements, fires, smoking, alcoholic beverages, and the possession of firearms at the Project site.

10.6 DISCOVERY OF HAZARDOUS MATERIALS

10.6.1 In the event Contractor, in the course of work or otherwise, encounters material reasonably believed to be asbestos, petroleum or other hazardous or dangerous chemical or substance, Contractor shall immediately cease work in that area and promptly notify Owner, Construction Manager and Architect in writing. Contractor shall not be required to perform work in that area until the hazard, if any, is abated. In the event Contractor stops work pursuant to this section and no such hazardous or dangerous chemical or substance shall be found, no extension of time shall be granted to Contractor. This section shall not apply in the case of asbestos which is to be removed and disposed of as part of the Work of this Agreement.

10.6.2 No product or material containing any asbestos whatsoever shall be incorporated in the Project; Material Safety Data Sheets for all materials incorporated into the Project shall be delivered to the Construction Manager prior to or upon delivery to the site. Materials for which no Material Safety Data Sheets have been provided to the Construction Manager shall be removed from the Project site at the Contractor's expense.

10.6.3 In the event Contractor, in the course of work or otherwise, encounters material reasonably believed to be or assumed to be lead-based paint, Contractor shall immediately cease work in that area and promptly notify Owner, Construction Manager and Architect in writing. Contractor shall then follow *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*, June 1995, known as the "HUD guidelines", and EPA requirements, including the Lead Abatement Report.

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

Delete subsections 11.1.2, and 11.1.3 in their entirety and replace with the following:

11.1.2 Contractor shall deliver to the Owner prior to the execution of the Contract, an executed Performance Bond and Labor and Material Payment Bond each in the amount of one hundred percent (100%) of the Contract Sum. The Bonds shall be written by a company licensed to sell surety insurance in the State of New York and acceptable to the Owner. Contractor shall use an unaltered AIA Document A312, 2010 Edition. The Attorney-in-Fact who executes these bonds on behalf of the surety is to affix thereto a certified and current copy of the Power of Attorney.

11.1.3 No Work shall commence until the Owner has accepted the Bonds. The Owner shall have the right to reject the Contractor for the Contractor's failure to comply and the Contractor shall forfeit any bid security for failure to comply with bonding or insurance requirements.

In section 11.1.4, add the following:

In the third line, after the words "Contract Documents," add the words "and no later than ten (10) business days' before the expected date of cancellation,"

In the third line, after the words "the Contractor shall provide," add the word "written."

Add new subsections 11.1.5, 11.1.6 11.1.7, 11.1.8, 11.1.9, 11.1.10, 11.1.11, 11.1.12 and 11.1.13:

11.1.5 The Contractor shall purchase from and maintain in a company licensed to sell insurance in New York State occurrence based insurance as will protect the Contractor from claims set forth in subsection 11.1.6 below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. At the sole discretion of the Owner, Contractor may purchase such liability insurance from a risk retention group; provided, however, that the liability insurance provided by such risk retention group shall fully protect the Contractor from claims set forth in subsection 11.1.6 below, which may arise out of or result from the Contractor's operations under the Contract or from that of a Subcontractor or from anyone directly or indirectly employed by any of them.

11.1.6 The liability insurance required in subsection 11.1.5 shall protect the Contractor against the following:

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupation sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury, death of a person or property damage arising out of the ownership, maintenance or use of a motor vehicle; and
- .6 claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

11.1.7 The insurance required by subsection 11.1.5 shall be on a comprehensive basis and may be provided by a Commercial General Liability or a Comprehensive General Liability policy. Exclusions of any category of insurance must be noted on the Certificate of Insurance prepared for this Project; provided, however, that the insurance required by subsection 11.1.5 shall include all of the following major divisions of coverage:

- .1 Premises-Operations (including X-C-U);
- .2 Independent Contractor's Protective;
- .3 Products and Completed Operations;
- .4 Personal Injury Liability;
- .5 Contractual -- including specified provision for the Contractor's Obligations under section 3.18;
- .6 Owned, Non-Owned and Hired Motor Vehicles; and
- .7 Broad Form Property Damage including Completed Operations.

11.1.8 The insurance required by subsection 11.1.5 shall be provided on an occurrence basis only, with no sunset clauses. The Coverages shall be maintained without interruption from date of commencement of the Work until the date of final payment or later, for those coverages required by the Contract to be maintained after final payment. The Contractor shall include the Owner, Architect and Construction Manager as additional insureds. Additional insured status shall be on a primary and noncontributory basis, and it shall be provided by ISO additional insured endorsement CG 20 10 11 85 or equivalent.

11.1.9 The insurance required by subsection 11.1.5 shall be written for not less than the following limits, or greater if required by law:

1. Worker's Compensation and New York State Disability:
 - (a) State: Statutory
 - (b) Applicable Federal
(e.g., Longshoremen's): Statutory
 - (c) Employer's Liability: Statutory
2. Contractual Liability: Bodily Injury, Property Damage and Contractual Liability
 - (a) General Aggregate \$2,000,000
 - (b) Products and Completed Operation to be maintained for two (2) years after Owner's acceptance at final payment:

\$2,000,000.00 Aggregate
 - (c) Property Damage Liability Insurance shall provide X, C, and U coverage.
 - (d) Broad Form Property Damage Coverage shall include Completed Operations.
 - (e) Personal and Advertising Injury \$1,000,000
 - (f) Each Occurrence \$1,000,000
 - (g) Fire Damage \$50,000
 - (h) Medical Expense \$5,000

3. Business Auto Liability (including owned, non-owned, and hired vehicles): \$1,000,000.00 combined single limit.
4. If the General Liability coverages are provided by a Commercial Liability policy, the:
 - (a) General Aggregate, including Products/Completed Operations, shall be not less than \$2,000,000.00 and it shall apply, in total, to this Project only.
 - (b) Fire Legal Liability Limit shall be not less than \$50,000.00 on any one fire.
 - (c) Premises Medical Payments Limit shall be not less than \$5,000.00 on any one person.
5. Aircraft Liability (owned and non-owned) when aircraft are used in the performance of the Contract: \$2,000,000.00. (if applicable)
6. Watercraft Liability (owned and non-owned) when watercraft are use in the performance of the Contract: \$2,000,000.00. (if applicable)
7. Umbrella/Excess Liability:

\$5,000,000.00 over primary insurance, on a follow form basis.
\$50,000.00 retention for self-insured hazards, each occurrence.
8. Asbestos Abatement Coverage

For Contracts involving asbestos abatement: In addition to coverages noted above, Asbestos Liability Insurance, in a form acceptable to the Owner and written by an insurance company acceptable to the Owner, shall be provided prior to the commencement of the Work. With coverage for the services rendered for the district, 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 claims for bodily injury, property damage and clean-up costs.

\$1,000,000 per occurrence and \$2,000,000 aggregate, including products and completed operations. If retroactive date is used, it must pre-date the inception of the Contract.

If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall provide pollution liability broadened

coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90.

11.1.10 Certificates of Insurance acceptable to the Owner shall be filed with the Construction Manager prior to commencement of the Work. These Certificates and the insurance policies required by section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. The Certificates shall be written on an ACORD Form 25S and accompanied by AIA Form G715. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional Certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by subsection 9.10.2. Information concerning reduction in coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. In addition to the Certificate of Insurance, the Contractor shall provide the Owner with copies of any endorsement subsequently issued amending coverage or limits.

11.1.11 No Contractor shall commence work under this Contract until he has obtained all the insurance required hereunder and until such insurance has been accepted by the Owner, nor on his Subcontractor until all similar insurance required of the Subcontractor has been so obtained.

11.1.12 The insurance required by subsection 11.1.6 shall be written to name Owner, Construction Manager and Architect as additional insured parties and this designation shall appear on all Certificates of Insurance.

11.1.13 The Contractor shall purchase and maintain, from a company licensed to sell insurance in New York, an Owner's and Contractor's Protective Liability (OCP) Policy in the name of the Owner and covering the interests of the Owner with coverage limit of no less than \$1,000,000 per occurrence.

11.1.14 Off Site Storage and Risk of Loss

11.1.14.1 The Owner shall provide insurance coverage for portions of the Work stored off site only after written approval of the Owner, at the value established in the approval, and also for portions of the Work in transit.

11.1.14.2 Risk of loss or damage to boiler and machinery shall pass from the Contractor to the Owner no earlier than the date of written acceptance of such boiler and machinery by the Owner, after installation.

11.2 OWNER'S LIABILITY INSURANCE

Delete subsections 11.2.2 and 11.2.3 in their entirety.

11.3 WAIVERS OF SUBROGATION

Modify subsection 11.3.1 as follows:

11.3.1 Add the following to the subsection:

In waiving the rights of recovery under the terms of this subsection, the term “Owner” shall be deemed to include his employees, and the Architect and Construction Manager and their employees as the Owner’s representatives, as provided in the Contract Document. The policies shall be endorsed to include waiver of subrogation.

11.4 PERFORMANCE BOND AND PAYMENT BOND

Add the following section and subsection 11.5 and 11.5.1:

11.5 ADJUSTMENT AND SETTLEMENT OF AN INSURED LOSS

Add the following new subsection 11.5.3:

11.5.3 If an action for bodily injury and/or property damage is commenced against Owner, Architect or Construction Manager, which in the opinion of Owner's, Architect's or Construction Manager's legal counsel or insurance coordinator is covered by the indemnity provisions of Section 3.18, Contractor shall, upon Construction Manager's or Owner's written request, promptly cause Contractor's insurance carrier to have its attorneys appear timely in the action on behalf of Owner and/or Architect and/or Construction Manager and provide the defense of Owner and/or Architect and/or Construction Manager.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

Add the following subsections and clauses 13.1.2, 13.1.2.1, 13.1.2.2 and 13.1.3:

13.1 GOVERNING LAW

13.1.2 Specific reference is made to the following sections of the Labor Law and General Municipal Law which apply to the Work under this Contract.

13.1.2.1 Labor Law

1. Section 201-g. Anti-sexual harassment training.

Contractor Certifies that 1) it has implemented a written policy addressing sexual harassment prevention in the workplace, and 2)

that it provides annual sexual harassment prevention training to all of its employees.

In addition, by submitting a bid on this project, contractor agrees to cooperate with school officials in any fair and confidential investigation of sexual harassment incidents in which due process rights are retained. Employees or subcontractors credibly accused of sexual harassment shall be offered a reasonable opportunity to respond to any claims. Those who refuse to take part in the investigation shall be barred from the site.

2. Section 220; subd. 2, re: 8 hour day, 40 hour week.
3. Section 220, subd. 3 and 220-d, re: Minimum Wage Rates and Supplements, which are included in these specifications.
4. Section 220, subd. 3-a. Minimum Wage Rates.

Every contractor, and sub-contractor, shall submit to the Owner, within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by the Labor Law, subscribed and affirmed as true under the penalties of perjury.

5. Section 220-e, re: Anti-discrimination, including all subparts.
6. Section 222-a, re: Prevention of dust hazards.

13.1.2.2 General Municipal Law

1. Section 103-d, re: Non-collusion.

Contractor agrees, pursuant to General Municipal Law §103-d, to subscribe and affirm the following statement:

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

- i. 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.

- ii. 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
- iii. 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.

2. Section 108, re: Workers' Compensation Insurance.

This Contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of the contract, such employees, in compliance with the provisions of the Workers' Compensation Law.

3. Section 109, re: Non-assignment of Public Contracts.

As provided in Section 109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or his right title, or interest therein, or his power to execute such contract or any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract. If any contractor, to whom any contract is let, granted and awarded, as required by law, by any officer, board or agency in a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision 1 of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted, or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignees, transferees or sublessees shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent, or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state.

13.1.3 In the event a dispute arises out of this Contract or which in any way affects the rights of any of the parties to it, the Contractor agrees to bring any action, proceeding or other legal process only in the New York State Supreme Court in the county in which the project is located and in no other forum.

13.2 SUCCESSORS AND ASSIGNS

Modify subsection 13.2.1 as follows:

13.2.1 In lines three and four of this subsection delete the words "Neither party to the Contract shall assign the Contract as a whole without written consent of the other" and replace them with the words "The Contractor shall not assign the Contract".

Delete the last sentence and replace it with the following: "If the Contractor attempts to make such an assignment, Contractor shall nevertheless remain legally responsible for all obligations under the contract."

13.5 INTEREST

Delete section 13.5 in its entirety and replace with "Interest claimed to be due for any late payment shall be made at the rates and under the circumstances set forth in New York General Municipal Law § 106-b."

Add the following new sections 13.6 and 13.7 and subsections 13.6.1, 13.6.2, 13.6.3, 13.7.1 and 13.7.2:

13.6 WAIVER AND LIMITATIONS PERIODS

13.6.1 The failure of Owner, Construction Manager or Architect to insist upon performance or strict performance of any of the terms, covenants or conditions of the Contract shall not be deemed a waiver of any rights or remedies that Owner may have; shall not be deemed to constitute an amendment of the Contract; and shall not be deemed a waiver of any subsequent breach or default by Contractor of any of the terms or conditions of the Contract.

13.6.2 The Contract may not be amended or any term or provision waived except in writing signed by Owner. Without limitation, no term or provision of the Contract may be amended or waived by conduct of the parties.

13.6.3 Contractor acknowledges that (i) Construction Manager is acting solely as agent and not as a principal; (ii) all services rendered and instructions issued by Construction Manager, within the scope of its authority, are solely as agents for Owner and for Owner's benefits; (iii) there is no privity of contract between Contractor and Construction Manager; and (iv) there are no duties of any kind whatsoever owed by Construction Manager to Contractor. To the maximum

extent permitted by law, under no circumstances will Contractor look to or make a claim against Construction Manager. It is acknowledged that the relationship created by the Contract is solely between Owner and Contractor.

13.7 EQUIVALENTS

13.7.1 In the Specifications, where two or more kinds, types, brands, or manufacturers of materials are named, they are regarded as the required standard of quality and are presumed to be equal. The Contractor may select one of these items or, if the Contractor desires to use any kind, type, brand or manufacturer or material other than those named in the Specifications, Contractor shall indicate, in writing, in accordance with the procedures outlined, what kind, type, brand or manufacturer is proposed. The risk of whether items will be approved as equivalents shall be borne by the Contractor.

13.7.2 In the Specifications, the absence of an "or equal" clause is not meant to exclude competition.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.2 TERMINATION BY THE OWNER FOR CAUSE

Modify subsection 14.2.2 as follows:

14.2.2 After the words "seven days written notice," in line six, add the words "or three days written notice, if the number of days between date of commencement and date of substantial completion, including both those days, in Article 2 of the Agreement, is thirty (30) calendar days or less."

Add the following clause to subsection 14.2.3:

14.2.3.1 The Owner, in its sole discretion, may withdraw such termination letter at any time within the seven day period in the event the Contractor commences and diligently continues a cure of the defects giving rise to the termination letter, by giving written notice to the Contractor of its withdrawal. Such withdrawal shall not prejudice the rights of the Owner to issue another termination letter or any other rights or remedies the Owner may have.

Add the following subsections and clauses 14.3.3, 14.3.3.1, 14.3.3.2, 14.3.3.3, and 14.3.4

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.3 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

14.3.3.1 Cease operation as directed by the Owner in the notice;

- 14.3.3.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- 14.3.3.3 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.
- 14.3.4 In case of such termination of the Owner's Convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in subsection 14.1.2.

15 CLAIMS AND DISPUTES

Modify subsection 15.1.2 as follows:

Add the following clauses at the end of the subsection:

- 15.1.2.1 Notice of Claim shall be sufficiently detailed and descriptive to allow investigation and resolution.
- 15.1.2.2 If the Contractor shall claim to be sustaining damages (either monetary or for which the Contractor seeks an extension of time to complete), for any reason, including without limitation, damages for delay, changed conditions by reason of any act or omission of the Owner or its agents, he shall within five (5) days after such act, loss, damage or omission occurs, notify the Owner and Architect in writing, and within thirty (30) days thereafter, or within such additional time in excess of thirty (30) days as may be granted by the Owner upon written request therefore, submit to the Owner verified detailed statements of the damages sustained together with documentary evidence of such damages. Upon failure of the Contractor to fully comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist.
- 15.1.2.3 All written claims for additional cost, additional time, or damages shall include the time of occurrence, location and other identifying factors and shall be supported, at a minimum, by letters, journals and diaries, instructions or other pertinent and applicable records, as the Architect, Construction Manager and Owner may require.
- 15.1.2.4 Claims, including those alleging an error or omission by the Construction Manager or Architect, shall be delivered to the Construction Manager, with copies to the Architect and Owner, for initial action by the Construction Manager in accordance with Article 15. Presentation, investigation and non-binding mediation of any claim pursuant to this Article 15 shall be a condition precedent to litigation of a claim by the Contractor against the Owner as to all

such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work, or (2) the extent to which the Work has been completed.

15.1.2.5 Notice to the Contractor by the Owner, Architect, Construction Manager or other Owner's Representative of a Claim in the course of a Project Meeting shall be sufficient notice of a Claim of injury or damage to person or property to meet the requirements of this Article 15.

15.1.2.6 While the Contractor or its Subcontractor is performing Extra Work ordered by the Owner (unless payment therefore is to be made by a lump sum or at unit prices previously agreed upon) or is performing disputed Work or complying with a determination or order under protest in accordance with this Agreement, in each such case the Contractor shall furnish the Construction Manager daily with three copies of written statements signed by the Contractor's representatives at the site showing:

(1) the name and number of each workman employed on such Work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of work each is doing; and

(2) the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such Work or compliance with such determination or order, and from whom purchased or rented.

Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such Work or compliance with such determination or order.

15.1.7 Delete this clause in its entirety from this Agreement.

15.2 INITIAL DECISION

Delete subsection 15.2.2 and replace it with the following:

15.2.2 The Construction Manager shall review claims and take one or more of the following preliminary actions within fourteen (14) days following written notice of the Claim:

- (1) Recommend denial of the Claim in writing to the Architect, delivering any materials received from the Claimant or collected in his investigation;
- (2) Recommend approval of the Claim in writing to the Architect, delivering any materials received from the Claimant or collected in his investigation;

- (3) Request, in writing, more information from the Claimant, which the Claimant shall provide within seven (7) days following delivery of the request; and/or
- (4) Attempt to negotiate, modify or settle the claim directly with the Contractor.

Add subsection 15.2.2.1

15.2.2.1. Upon receipt of a Claim and relevant materials and a recommendation from the Construction Manager, the Architect shall take one or more of the following actions within fourteen (14) days following receipt:

- (1) Deny the claim;
- (2) Approve the claim and recommend approval to the Owner;
- (3) Request additional information from the Claimant which the Claimant shall provide within seven (7) days following delivery of the request; and/or
- (4) Attempt to negotiate, modify or resolve the Claim with the Contractor and the Construction Manager.

Add the following subsections 15.2.9, 15.2.10, and 15.2.11

15.2.9 If the Claim has been resolved and the resolution accepted by the Owner, the Architect will prepare or obtain appropriate documentation.

15.2.10 If a Claim has not been resolved after following the procedures set forth in these Article 15 subsections, Claimant may demand, by delivery of written notice within ten (10) calendar days of the Architect's decision, to Construction Manager, Architect and Owner, mediation administered by the American Arbitration Association under its Commercial Mediation Rules or other acceptable mediator or mediation service in accordance with §15.4. Choice of the mediator shall be at the discretion of the Owner. Such mediation shall be held within sixty (60) days from receipt of Claimant's written notice. A representative of the involved Contractor(s), Construction Manager, Architect and Owner, each with adequate authority to settle the dispute, shall be present at all sessions or caucuses.

The cost shall of such mediation shall be borne equally by the Owner and Contractor.

- 15.2.11 Whether or not Architect, Construction Manager, Contractor or Owner accept the position or recommendation of the mediator, or whether the dispute is settled or not, presentation, investigation and mediation of any Claim, whether for a change in contract sum or a change in contract time, or both, for whatever cause, reason or justification, shall be a condition precedent to litigation by the Architect, Construction Manager or Contractor against the Owner.

15.4 ARBITRATION

Delete Section 15.4 in its entirety and any reference to arbitration wherever it appears in this agreement and replace Section 15.4 with the following:

15.4.1 Initial Dispute Resolution. If a dispute arises out of or related to this Agreement, or its breach the Owner and Architect Agreement, or the Owner and Contractor Agreements for this Project, or the breach of any of those Agreements, after initial decision by the Architect or thirty days after the submission of the claim to the Architect (or thirty days after submission of the Architect's claim or the Construction Manager's claim to the Owner), the parties shall endeavor to settle the dispute first through direct discussion. If the dispute can not be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association or other dispute resolution services acceptable to the parties. The location of the mediation shall be the location of the Project. Once a party files a request for mediation with the other party or parties and with the American Arbitration Association or other service, the parties agree to conclude such mediation within sixty (60) days of filing the request. At least five days prior to the initial mediation, the claimant shall provide to all other parties written documents which describe the nature and amount of the claim, the way in which it arose, supporting documents describing in detail all costs or damage which constitute the claim, the truth of which is sworn to and notarized, sufficient to allow resolution of the claim. Presentation, investigation and mediation of any claim shall be a condition precedent to commencement of any action or proceeding against the Owner. Costs shall be borne equally by the parties. Each party shall have in attendance at any such mediation session a person with sufficient authority to resolve any dispute or settle any claim mediated. Agreements between Owner and Contractor, Owner and Architect, and Owner and Construction Manager (if there is one) shall include this dispute resolution clause and each party to such agreement shall have the same duties under those separate agreements which the Owner and Architect have under this Agreement and shall be available for multi-party mediation pursuant to this section. Strict compliance with this mediation provision shall be a condition precedent to any litigation by the

Architect, Construction Manager or Contractor against the Owner. Failure to comply strictly with this dispute resolution provision shall be deemed a waiver of those claims against the Owner.

15.4.2 Work Continuance and Payment. Unless otherwise agreed in writing, the Owner and Contractor shall continue to perform under this Agreement during any non-judicial dispute resolution proceedings. If the Construction Manager continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

15.4.3 In the event a dispute arises out of this Contract or which in any way affects the rights of any of the parties to it, which has not been resolved by mediation as set forth in this Article 8, the Contractor agrees to bring any action, proceeding or other legal process only in the State court jurisdiction in which the project is located and in no other forum.

-END OF SUPPLEMENTARY GENERAL CONDITIONS-

North Syracuse Central School District A232-2019 Supplementary General Conditions April 2021.docx

SECTION 00 73 43
WAGE RATE REQUIREMENTS

INTRODUCTION

1.1 PREVAILING WAGE RATES AND PAYROLL TRANSCRIPT RECORDS

- A. Contractors will be required to adhere to NYS DOL prevailing wage schedules in paying wages to employees. The prevailing wage schedules in effect at the time of the contract execution shall control.
- B. Pursuant to Section 220 (3-a) of the NYS Labor Law, the successful bidder to whom the Owner awards the contract, and any sub-contractor performing work under said contract, shall submit to the Owner Department a transcript of its original payroll records within thirty (30) days of the issuance of the contract, or within five (5) days of first entering the work site, whichever occurs first, and thereafter the contractor and subcontractor shall submit certified payroll records every thirty (30) days, until the contract expires or terminates. The filing of payrolls in a manner consistent with subdivision 3-9 is a condition precedent to payment of any sums due and owing to any person for work done on the project. Certified payroll records must also be submitted with invoices.
- C. If the work to be performed by the successful bidder is located at a single location, the successful bidder and every subcontractor retained by the successful bidder shall post in a prominent and accessible place on the site where the work is performed a legible statement of all wage rates and supplements as specified in the bidder's contract with the Owner to be paid or provided, as the case may be, by the successful bidder or subcontractor for the various classes of mechanics, working men, or laborers, employed on the work. Such posted statement shall be written in plain English and titled, in lettering no smaller than two inches in height and two inches in width, with the phrase "Prevailing Rate of Wages". Such posted statement shall be constructed of materials capable of withstanding adverse weather conditions.

1.2 PREVAILING WAGE CASE NUMBER

- A. A unique Prevailing Wage Case Number (PRC#) 2025001691 has been assigned to the schedule(s) for this project.
- B. The current schedule(s) of the prevailing rates and prevailing hourly supplements for the project referenced above may be accessed at the New York State Department of Labor website at www.labor.ny.gov. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.
- C. If you do not have internet access, you may contact Hunt Engineers, Architect, Land Surveyors & Landscape Architect, D.P.C. 607-358-1000 to request a copy of the prevailing rate schedule provided for this project.

1.3 WORKER NOTIFICATION

- A. This provision is an addition to the existing prevailing wage rate law, Labor Law 220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the prevailing wage rate for their particular job classification on each pay stub*. It also requires contractors and subcontractors to post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if

he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, many be downloaded from our website www.labor.ny.gov or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

1. * In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

1.4 EMPLOYEE OSHA SAFETY TRAINING

- A. Effective July 18th, 2008: If this be a contract for the construction, maintenance and/or repair of public work and the total cost of all work to be performed under the contract is at least two hundred fifty thousand dollars, then all laborers, workers, and mechanics employed in the performance of the contract either by contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration. (Labor Law Section 220-h).

END OF SECTION



Kathy Hochul, Governor

Roberta Reardon, Commissioner

S. Seneca CSD
Lisa Crance
Airport Corporate Park
100 Hunt Center
Horseheads NY 14845

Schedule Year 2025 through 2026
Date Requested 02/10/2025
PRC# 2025001691

Location S. Seneca CSD
Project ID# 2541-040
Project Type Interior signage package, Replacement of HS side sanitary line (main), New bike storage building attached to HS, Replace the Sanitary Pump Station, & Replacement of Freight Elevator (Schindler or

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

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Contractor Registry

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) <https://mpwr-public.labor.ny.gov/en/login>.

For additional information, please visit [online](#).

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website

Payrolls and Payroll Records

Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational **ONLY** and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer **MUST** then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The **"Public Work Project"** notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyman's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

S. Seneca CSD
Lisa Crance
Airport Corporate Park
100 Hunt Center
Horseheads NY 14845

Schedule Year 2025 through 2026
Date Requested 02/10/2025
PRC# 2025001691

Location S. Seneca CSD
Project ID# 2541-040
Project Type Interior signage package, Replacement of HS side sanitary line (main), New bike storage building attached to HS, Replace the Sanitary Pump Station, & Replacement of Freight Elevator (Schindler or

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	☐ (01) General Construction	
Approximate Completion Date: ____/____/____	☐ (02) Heating/Ventilation	
	☐ (03) Electrical	
	☐ (04) Plumbing	
	☐ (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <https://dol.ny.gov/public-work-and-prevailing-wage>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.ny.gov or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.



Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

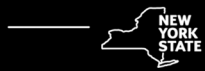
Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
 - First offense: Up to \$2,500 per employee
 - Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
 - First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
 - Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of
the Labor Laws
of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
<https://dol.ny.gov/bureau-public-work>



If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below. Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates. Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use. Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

*Contractor Registry (LL 220-I): Effective December 30th, 2024

Labor Law Section 220-i(6) prohibits contractors from bidding on public work and prohibits both contractors and subcontractors from commencing work on private and public projects subject to prevailing wage requirements. This section requires contractors to submit their Certificate of Registration with their bid materials. Each Certificate of Registration will have a unique registration number. Failure to provide proof of registration, as required by Labor Law Section 220-i, as a minimum qualification will result in the bidder being deemed non-responsive. There is a public database of registered contractors and subcontractors available online at data.ny.gov to confirm registration validity. For additional information on how to register and the requirements, visit <https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing>

*Electronic Certified Payroll (LL 220-K): Effective December 31st, 2025

Effective December 31, 2025, all contractors and subcontractors who perform public work, or covered private work subject to the prevailing wage, will be required to submit certified payrolls electronically to the Bureau of Public Work and Prevailing Wage Enforcement. Additional information about the electronic certified payroll submission system will be made available on the Department's Website at <https://dol.ny.gov/Electronic-Payroll>

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004

Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year.

All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Seneca County General Construction

Boilermaker

10/01/2025

JOB DESCRIPTION Boilermaker

DISTRICT 7

ENTIRE COUNTIES

Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

Per hour:	07/01/2025	01/01/2026	01/01/2027
		Additional	Additional
Boilermaker	\$ 40.50	\$ 2.50*	\$ 2.50*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 26.60*
	+ 1.49

*This portion of the benefits subject to the same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

NOTE: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When a holiday falls on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES

WAGES per hour: Six (6) month terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

\$ 19.76*	\$ 19.76*	\$ 20.74*	\$ 21.71*	\$ 22.67*	\$ 23.66*	\$ 24.66*	\$ 25.62*
+ 1.49	+ 1.49	+ 1.49	+ 1.49	+ 1.49	+ 1.49	+ 1.49	+ 1.49

*This portion of the benefits subject to the same premium rate as shown for overtime wages.

7-175

Broadband

10/01/2025

JOB DESCRIPTION Broadband

DISTRICT 4

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Orange: Only in the Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

WAGES

NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to New York State Labor Law §224-E, solicited on or after July 1, 2025. For all other projects solicited prior to July 1, 2025 please see LINEMAN ELECTRICIAN-TELEDATA

Per Hour:	07/01/2025	08/04/2025
Field Tech	\$ 51.31	\$ 52.85
Install/Repair		

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

Note: EXCLUDES work within ten (10) feet of High Voltage (600 Volts and over) transmission lines for this work, please see LINEMAN

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 23.24

OVERTIME PAY

See (B, K, *R) on OVERTIME PAGE

* Two and one half times the hourly rate after the 8th hour

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist2

Carpenter - Building

10/01/2025

JOB DESCRIPTION Carpenter - Building

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Seneca, Yates

WAGES

Per hour:	07/01/2025	01/01/2026	07/01/2026 Additional	07/01/2027 Additional
Carpenter	\$ 32.64	\$ 33.14	\$ 5.00*	\$ 4.25*
Floor Coverer	32.64	33.14	5.00*	4.25*
Carpet Layer	32.64	33.14	5.00*	4.25*
Drywall	32.64	33.14	5.00*	4.25*
Diver - Wet Day	57.64	58.14	5.00*	4.25*
Diver - Dry Day	33.64	34.14	5.00*	4.25*
Dive Tender	33.64	34.14	5.00*	4.25*

* To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Drivers & Dock Builders shall receive \$ 0.25 per hour over the Journeyworker's rate of pay when performing piledriving & dock building work.
- Certified Welders shall receive \$ 3.00 per hour over the Journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work.
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$ 1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 80' no additional fee
 - 81' to 100' additional \$ 0.50 per foot
 - 101' to 150' additional \$ 0.75 per foot
 - 151' and deeper additional \$ 1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$ 0.75 per foot
 - 101' and deeper additional \$ 1.00 per foot
- Diver rates apply to all hours worked on dive day.

SHIFT WORK

On Agency/Owner mandated shift work, the following rates will be applicable:

1st Shift - Regular Rate

2nd Shift - Premium of 10% of base wage per hour

3rd Shift - Premium of 15% of base wage per hour

Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2025	01/01/2026
Journeyworker	\$ 22.20	\$ 22.20

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

\$ 13.11	\$ 13.11	\$ 15.71	\$ 15.72

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Driving & Dock Builder apprentices shall receive an additional \$ 0.25 per hour worked when performing piledriving & dock building work.
- Certified Welders shall receive \$ 3.00 per hour over the apprentice's rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$ 1.50 per hour.

6-277B-Cay

Carpenter - Building / Heavy&Highway

10/01/2025

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour:	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 37.94	\$ 2.25*	\$ 2.25*

* To be allocated at a later date.

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyworker \$ 27.34

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyworker's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour worked:
\$19.10 \$19.69 \$21.83 \$22.42

2-42AtSS

Carpenter - Heavy&Highway

10/01/2025

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Broome, Cayuga, Chemung, Cortland, Delaware, Jefferson, Lewis, Onondaga, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Yates

WAGES

Per hour	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Carpenter	\$ 39.52	\$ 2.00*	\$ 4.42*
Piledriver	39.52	2.00*	4.42*
Dockbuilder	39.52	2.00*	4.42*
Diver-Wet Day	64.52	2.00*	4.42*
Diver-Dry Day	40.52	2.00*	4.42*
Diver-Tender	40.52	2.00*	4.42*

*To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$5.00 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$0.50 per foot
 - 101' to 150' additional \$0.75 per foot
 - 151' to 200' additional \$1.25 per foot
 - 201' and deeper additional \$1.50 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$0.75 per foot
 - 101' to 200' additional \$1.00 per foot
 - Over 201' additional \$1.25 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

When project owner mandates a single irregular work shift, the Journeyworkers and Apprentices will receive an additional \$4.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 27.31

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.
- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES

CARPENTER/PILEDRIIVER/DOCKBUILDER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%
Supplemental Benefits per hour:			
\$ 19.07	\$ 19.66	\$ 21.75	\$ 22.34

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$5.00 per hour.

2-277HH-Bro

Electrician

10/01/2025

JOB DESCRIPTION Electrician

DISTRICT 7

ENTIRE COUNTIES

Yates

PARTIAL COUNTIES

Cayuga: All Townships except Genoa, Ira, Locke, Sempronius, Sterling, Summerhill, and Victory.

Onondaga: Townships of Elbridge and Skaneateles.

Ontario: Only the Townships of Canandaigua, Farmington, Geneva, Gorham, Hopewell, Manchester, Phelps, and Seneca.

Seneca: All townships except Covert and Lodi,

Wayne: Only the Townships of Arcadia, Galen, Lyons, Savannah, and the Village of Newark.

WAGES

Per hour:	07/01/2025	06/01/2026	06/01/2027
Electrician	\$ 45.00	Additional \$ 4.50*	Additional \$ 5.10*
Teledata, Sound Wireman	45.00	4.50*	5.10*

* To be allocated at a later date.

IMPORTANT NOTE - WORKING ABOVE THE FLOOR:

Any workman working over 50 feet high shall receive \$1.00 above the applicable rate and any workman working over 100 feet high shall receive \$2.00 above the applicable rate. These rates shall not apply to workers in bucket trucks and motorized scaffolds where safety harnesses are used.

SHIFT WORK

Work from 4:30PM - 1:00AM*	\$ 51.75
Work from 12:30AM - 9:00AM*	54.00

* Applies when multiple shifts of 8 hours for at least 5 days duration are mandated by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 28.77 plus 3% of wage paid + \$1.00*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY

See (B, *E, Q) on OVERTIME PAGE

* Double the straight time rate of pay for hours worked greater than ten hours on Saturday.

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, it will be celebrated on the Friday before. If a holiday falls on Sunday, it will be celebrated on the following Monday.

REGISTERED APPRENTICES

WAGES: hourly terms at the following wages per hour:

1st term (0-1000 hrs)	\$ 20.25
2nd term (1001-2000 hrs)	22.50
3rd term (2001-3500 hrs)	24.75
4th term (3501-5000 hrs)	27.00
5th term (5001-6500 hrs)	31.50
6th term (6501-8000 hrs)	36.00

SUPPLEMENTAL BENEFITS per hour worked:

Appr. 1st and 2nd term	\$ 14.75 plus 3% of wage paid + \$1.00*
All other terms	Same as Journeyworker.

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

Electrician

10/01/2025

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

PARTIAL COUNTIES

Cayuga: Only the Township of Genoa.

Schuyler: Only the Townships of Cayuta, Catharine, and Hector.

Seneca: Only the Townships of Lodi and Covert.

Tioga: Only the Townships of Spencer and Candor.

Tompkins: Entire county except the Township of Groton.

WAGES

Per hour:	07/01/2025	06/01/2026	06/01/2027
		Additional	Additional
Electrician	\$ 44.50	\$ 4.00*	\$ 4.50*

* To be allocated at a later date.

NOTE: Additional amounts, subject to overtime premiums, due for the following work (applicable to all employees):

-Additional \$1.00 per hour for work from trusses, scaffolds, frames, spider baskets, ladders, etc. 40 feet or more from ground floor or in underground mines or tunnels. Work done from personal lift equipment that complies with OSHA requirements are excluded.

-Additional \$2.00 per hour when required to work under compressed air, on radio towers, on asbestos abatement projects which require the use of a respirator, work of a hazardous nature, work where gas masks are required or work requiring use of protective arc flash suits.

SHIFT WORK

THE FOLLOWING RATES WILL APPLY WHEN SHIFT WORK IS MANDATED EITHER IN THE JOB SPECIFICATION OR BY THE CONTRACTING AGENCY:

1ST SHIFT	8:00 AM to 4:30 PM	Regular wage rate
2ND SHIFT	4:30 PM to 1:00 AM	Regular wage rate plus 17.3%
3RD SHIFT	12:30 AM to 9:00 AM	Regular wage rate plus 31.4%

SUPPLEMENTAL BENEFITS

Per hour:	\$ 30.55 plus
Journeyworker	3% of hourly wage paid*

* NOTE: The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, *E, Q) on OVERTIME PAGE

* NOTE: On Saturday the first 8 hours worked shall be paid at a rate of one and one-half times the applicable rate. All additional hours are payable at double the straight time rate.

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: When a holiday falls on a Saturday, the day preceding shall be celebrated as such, and when falling on a Sunday, Monday will be celebrated as the holiday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage.

1st year	50%
2nd year	55%
3rd year	65%
4th year	75%
5th year	85%

SUPPLEMENTAL BENEFITS per hour:

1st year	\$ 14.25*
2nd year	14.25*
3rd year	24.30*
4th year	24.84*
5th year	26.38*

* PLUS 3% OF HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM RATE.

Elevator Constructor

10/01/2025

JOB DESCRIPTION Elevator Constructor

DISTRICT 5

ENTIRE COUNTIES

Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates

WAGES

Per hour worked: 07/01/2025

Elevator Constructor \$ 61.52

Helper 49.22

SUPPLEMENTAL BENEFITS

Per hour: \$ 40.035

*Add 6% of regular hourly rate for all hours worked.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

850 hours terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
50*	55%	65%	65%	70%	70%	80%	80%

*Zero benefits paid for first term.

Supplemental Benefits per hour: \$ 40.035*

*Add 6% of regular hourly rate for all hours worked

5-27

Glazier

10/01/2025

JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates

WAGES

Per hour: 07/01/2025

Glazier \$ 31.05

SUPPLEMENTAL BENEFITS

Per hour: \$ 32.75

Journeyman

OVERTIME PAY

See (B, E, E2*, Q, Note) on OVERTIME PAGE.

*Note - Or circumstances beyond the control of the employer such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms

Appr. 1st term:	\$ 20.00
Appr. 2nd term:	21.00
Appr. 3rd term:	22.00
Appr. 4th term:	23.00
Appr. 5th term:	24.00

Appr. 6th term:	25.00
Appr. 7th term:	26.00
Appr. 8th term:	27.00

Supplemental Benefits per hour:

Appr. 1st term	\$ 14.30
Appr. 2nd term	14.30
Appr. 3rd term	20.30
Appr. 4th term	20.30
Appr. 5th term	21.30
Appr. 6th term	21.30
Appr. 7th term	22.30
Appr. 8th term	22.30

5-677.1

Insulator - Heat & Frost

10/01/2025

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 7

ENTIRE COUNTIES

Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES

Per hour: 07/01/2025

Asbestos Installer	\$ 43.25
Insulation Installer	43.25
(On mechanical systems only)	

SHIFT WORK

The following rates will apply on all contracting agency-mandated shifts worked:

1st Shift	\$ 43.25
2nd Shift	49.74
3rd Shift	51.90

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 27.34

OVERTIME PAY

See (*B1, **K, P) on OVERTIME PAGE

*NOTE: First 10 hours on Saturday.

**NOTE: Holidays that fall on Sunday are subject to double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (2*,4,6,28) on HOLIDAY PAGE

*Triple time for Labor Day if worked.

REGISTERED APPRENTICES

WAGES per hour: One (1) year terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour:

\$ 24.09	\$ 24.09	\$ 27.34	\$ 27.34

7-30-Syracuse

Ironworker

10/01/2025

JOB DESCRIPTION Ironworker

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Cortland, Onondaga, Oswego, Seneca, Tioga, Tompkins

PARTIAL COUNTIES

Chenango: Only the townships of Afton, Bainbridge, Coventry, German, Greene, Guilford, Lincklaen, McDonough, Norwich, Otselic, Oxford, Pharsalia, Pitcher, Preston and Smithville.

Jefferson: Only the townships of Adams, Alexandria, Brownville, Cape Vincent, Clayton, Ellisburg, Henderson, Hounsfield, LeRay, Lorraine, Lyme, Orleans, Pamela, Rodman, Rutland, Theresa, Watertown and Worth.
Madison: Only the townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Lincoln, Nelson, Smithfield and Sullivan.
Schuyler: Only the townships of Cayuta, Catharine, Hector and Montour.
Wayne: Only the townships of Butler, Galen, Huron, Rose, Savannah and Wolcott.

WAGES

Structural, Reinforcing, Re-bar, Machinery Mover & Rigger, Ornamental & Curtain Wall, Window Wall, Pre-Glazed Metal Framed Windows Attached to Steel or Masonry Including Caulking, Fence Erector (Chain Link/Security), Sheeter/Bridge Rail, Pre-Cast Erector, Stone Derrickman, Pre-Engineered Building Erector, Welder

Per hour:	07/01/2025	07/01/2026
		Additional
Ironworker	\$ 37.16	\$ 2.76*

* To be allocated at a later date.

SHIFT WORK

Multiple shifts mandated by the project owner. All shifts will be eight (8) hours.

1st Shift	\$ 37.16	
2nd Shift	40.88	Starting times between 2PM and 7PM
3rd Shift	42.73	Starting times between 7PM and 12AM

WHEN A SINGLE IRREGULAR SHIFT IS WORKED, WITH START TIMES BASED ON SECOND AND THIRD SHIFTS, ADD 10% TO THE 1ST SHIFT WAGE RATE POSTED ABOVE.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 31.88

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday which occurs on Saturday shall be observed on the preceding Friday. Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following rates.

1st	2nd	3rd	4th
\$ 21.50	\$ 23.50	\$ 25.50	\$ 27.50

SUPPLEMENTAL BENEFITS per hour:

1st year	\$ 13.03
2nd year	21.36
3rd year	22.55
4th year	23.74

6-60

Laborer - Building

10/01/2025

JOB DESCRIPTION Laborer - Building

DISTRICT 5

ENTIRE COUNTIES

Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES

GROUP A: Basic Rate

GROUP D: Blaster

GROUP E: Powder Monkey

GROUP F: Air track drill, wagon drill and asphalt rakers

GROUP G: Chuck tender, all work on hanging or swinging scaffold, work at heights outside the building where safety lines and belts are required, boson's chair.

GROUP H: Jack hammers, mortar mixers, paving breakers, concrete vibrators operators other than in (J), Barco tampers, jumping jacks.

GROUP I: Pipe layers, burners and cutters for wrecking and demolition.

GROUP J: Concrete vibrators for architectural concrete.

GROUP K: Yardmen, Cleaning, Clean-up (not demolition related).

Per hour: 07/01/2025
Building Laborer:

Group A	\$ 32.45
Group D	33.78
Group E	33.32
Group F	32.85
Group G	32.65
Group H	32.75
Group I	32.75
Group J	32.89
Group K	29.60

New Chimney Work:

Base to 100 feet	\$ 32.45
101 to 150 feet	32.70
151 to 200 feet	32.95
201 to 250 feet	33.20
251 and higher	33.45

Hazardous Waste & Asbestos removal \$1.50 over basic rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.17

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms at the following wage.

Hazardous Waste & Asbestos removal \$1.50 over basic rate.

1st term	\$ 20.00
2nd term	22.00
3rd term	24.00
4th term	26.00

Supplemental benefits per hour worked:

Appr. 1st year	\$ 13.97
Appr. 2nd year	13.97
Appr. 3rd year	18.07
Appr. 4th year	24.17

5-435

Laborer - Heavy&Highway

10/01/2025

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES

GROUP A: Flagperson.

GROUP B: Basic rate, Bull Float, Chain saw, Concrete aggregate bin, Concrete bootmen, Gin buggy, Hand or Machine vibrator, Jack hammer, Mason tender, Mortar mixer, Pavement breaker, Handlers of steel mesh, Small generators for Laborer's tools, Installation of bridge drainage pipe, Vibrator type rollers, Tamper, Drill doctor, Tail or Screw operator on asphalt paver, Water pump operators (1 1/2" & single Diaph.) Nozzle (asphalt, seeding, rubbing concrete & sandblasting), Laborers on chain link fence, Rock splitter & Power unit, Pusher type concrete saw, All other Gas, Electric, Oil and Air tool ops., Form setters, Stone or Granite curb setters, Relining of Existing Pipe.

GROUP C: All Rock or Drilling machine operators (Except Quarry master and Similar type), Acetylene torch operators, Powderman, Guniting nozzleman, Pipe layer, Wrecking laborer, Asphalt rakers (Top only).

GROUP D: Blasters.

Per hour:	07/01/2025
Heavy/Highway Laborer:	
Group A	\$ 34.21
Group B	34.91
Group C	35.11
Group D	35.94

Hazardous Waste \$1.50 over basic rate.

SHIFT WORK

There will be an additional \$1.75 for mandated night work. This amount is not subject to overtime premiums.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 25.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms at the following wage.

1st term	\$ 21.83
2nd term	23.83
3rd term	25.83
4th term	27.83

Supplemental benefits per hour worked:

Appr. 1st term	\$ 14.45
Appr. 2nd term	14.45
Appr. 3rd term	19.45
Appr. 4th term	25.55

5-435H

Laborer - Tunnel

10/01/2025

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 5

ENTIRE COUNTIES

Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES

GROUP A :Change House Man.

GROUP B :Miners and all Machine Men, Safety Miner, All Shaftwork and Caisson work, Pit/Dumpmen, Chuck tender, Brakeman, Powderman, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C :Blaster.

GROUP D :Hazardous/Waste Work.

Per hour:	07/01/2025
Tunnel Laborer:	
Group A	\$ 36.42

Group B	36.62
Group C	37.62
Group D*	40.62

*Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection before rate applies.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.52

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms at the following wage.

1st term	\$ 22.51
2nd term	24.51
3rd term	26.51
4th term	28.51

Supplemental benefits per hour:

1st term	\$ 14.17
2nd term	14.17
3rd term	18.42
4th term	24.52

5-435 T

Lineman Electrician

10/01/2025

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

-----Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028

Group A:

Lineman, Technician	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Welder, Cable Splicer	61.56	64.37	66.84	69.47

Group B: Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52

Group C: Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58

Group D: Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.21

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A: Lineman, Technician	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Cable Splicer	67.72	70.81	73.52	76.42
Certified Welder, Pipe Type Cable	\$ 64.64	\$ 67.59	\$ 70.18	\$ 72.94

Group B: Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52

Group C: Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58

Group D: Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.12

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A: Lineman, Tech, Welder	\$ 62.94	\$ 65.81	\$ 68.34	\$ 71.03
Crane, Crawler Backhoe	62.94	65.81	68.34	71.03
Cable Splicer	69.23	72.39	75.17	78.13
Certified Welder, Pipe Type Cable	66.09	69.10	71.76	74.58

Group B: Digging Mach. Operator	\$ 56.65	\$ 59.23	\$ 61.51	\$ 63.93

Group C: Tractor Trailer Driver	\$ 53.50	\$ 55.94	\$ 58.09	\$ 60.38
Groundman, Truck Driver	50.35	52.65	54.67	56.82
Equipment Mechanic	50.35	52.65	54.67	56.82

Group D: Flagger	\$ 34.62	\$ 36.20	\$ 37.59	\$ 39.07

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

Group A:

Lineman, Tech, Welder	\$ 64.18	\$ 67.10	\$ 69.68	\$ 72.43
Crane, Crawler Backhoe	64.18	67.10	69.68	72.43
Group B:				
Digging Mach. Operator	\$ 57.76	\$ 60.39	\$ 62.71	\$ 65.19
Group C:				
Tractor Trailer Driver	\$ 54.55	\$ 57.04	\$ 59.23	\$ 61.57
Groundman, Truck Driver	51.34	53.68	55.74	57.94
Equipment Mechanic	51.34	53.68	55.74	57.94
Group D:				
Flagger	\$ 35.30	\$ 36.91	\$ 38.32	\$ 39.84

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

*Plus 7 % of the hourly wage paid. The 7% is based on straight time or premium time.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid See (5, 6, 8, 15, 25) on HOLIDAY PAGE

Overtime See (5, 6, 8, 15, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

*Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

6-1249a

Lineman Electrician - Teledata

10/01/2025

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to LL 224-E, solicited prior to July 1, 2025. For all projects, excluding dial-up internet access service, solicited on or after July 1, 2025, please see BROADBAND

Per hour: 07/01/2025

Cable Splicer	\$ 40.81
Installer, Repairman	\$ 38.73
Teledata Lineman	\$ 38.73
Tech., Equip. Operator	\$ 38.73
Groundman/Flagger	\$ 20.53

For outside work, stopping at first point of attachment (demarcation).

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work, please see LINEMAN.

SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 5.77
	*plus 3% of
	the hour
	wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting	10/01/2025

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	\$ 52.86	\$ 55.31	\$ 57.40	\$ 59.64
Crane, Crawler Backhoe	52.86	55.31	57.40	59.64
Certified Welder	55.50	58.08	60.27	62.62
Group B:				
Digging Machine	\$ 47.57	\$ 49.78	\$ 51.66	\$ 53.68
Group C:				
Tractor Trailer Driver	\$ 44.93	\$ 47.01	\$ 48.79	\$ 50.69
Groundman, Truck Driver	42.29	44.25	45.92	47.71
Equipment Mechanic	42.29	44.25	45.92	47.71
Group D:				
Flagger	\$ 31.72	\$ 33.19	\$ 34.44	\$ 35.78

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

* Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

* Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

6-1249a-LT

Lineman Electrician - Tree Trimmer

10/01/2025

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour:	07/01/2025	01/04/2026	01/03/2027
Tree Trimmer	\$ 33.18	\$ 34.67	\$ 36.23
Equipment Operator	29.35	30.67	32.05
Equipment Mechanic	29.35	30.67	32.05
Truck Driver	23.85	24.93	26.05
Groundman	19.64	20.53	21.45
Flagger	15.50	16.20	16.93

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2025	01/04/2026	01/03/2027
Journeyworker	\$ 10.98*	\$ 11.23*	\$ 11.48*

* Plus 4.5% of the hourly wage paid. The 4.5% is based on straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

10/01/2025

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES

Per Hour:	07/01/2025
Building:	
Bricklayer	\$ 35.81
Cement Mason	35.81
Plasterer	35.81
Stone Mason	35.81
Tuck Pointer	35.81

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyman	\$ 29.18

OVERTIME PAY

See (B,E,E2*,Q) on OVERTIME PAGE

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1st, 2nd and 3rd term 1500 hours and 4th term 1525 hours at the following wage:

1st	2nd	3rd	4th
\$ 24.69	\$ 26.57	\$ 29.01	\$ 32.11

Supplemental Benefits per hour:

1st	2nd	3rd	4th
\$ 10.94	\$ 15.58	\$ 19.67	\$ 23.09

5-3B - Z1

Mason - Heavy&Highway**10/01/2025**

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Cattaraugus: Entire county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.

Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

WAGES

Per hour: 07/01/2025

Heavy & Highway:

Cement Mason \$ 38.63

Bricklayer 38.63

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.28

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1500 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour:

1st term	\$ 15.40
2nd term	\$ 24.62
3rd term	\$ 25.04
4th term	\$ 25.45

5-3h

Mason - Tile Finisher**10/01/2025**

JOB DESCRIPTION Mason - Tile Finisher

DISTRICT 5

ENTIRE COUNTIES

Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour: 07/01/2025

Building:

Marble, Slate, Terrazzo \$ 31.06

and Tile Finisher

SUPPLEMENTAL BENEFITS

Per hour: \$ 23.91

OVERTIME PAY

See (B,E,E2*,Q) on OVERTIME PAGE

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1700 hrs for 1st and 2nd term, 1600 hrs for 3rd term at the following wage:

1st	2nd	3rd
\$ 24.39	\$ 25.55	\$ 27.85

Supplemental benefits per hour:

1st	2nd	3rd
\$ 8.49	\$ 12.85	\$ 16.07

5-3TF - Z1

Mason - Tile Setter

10/01/2025

JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour: 07/01/2025

Building:

Marble, Slate, Terrazzo
and Tile Setter \$ 37.45

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 28.35

OVERTIME PAY

See (B,E,E2*,Q) on OVERTIME PAGE

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1000 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 22.36	\$ 24.71	\$ 26.23	\$ 28.11	\$ 30.33	\$ 32.37	\$ 34.99	\$ 36.49

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 13.71	\$ 14.67	\$ 16.45	\$ 17.87	\$ 18.96	\$ 20.22	\$ 24.20	\$ 26.01

5-3TS - Z1

Millwright

10/01/2025

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour: 07/01/2025

Millwright - \$ 47.00
Power Generation

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided they are directed to perform Certified Welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 28.45*

*NOTE: Subject to OT premium

OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65%*
Appr. 2nd year	75%*
Appr. 3rd year	80%*
Appr. 4th year	90%*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.95
Appr. 2nd year	23.50
Appr. 3rd year	25.15
Appr. 4th year	26.80

6-1163Power

Millwright

10/01/2025

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Herkimer, Madison, Seneca, Tioga, Yates

WAGES

Per hour: 07/01/2025

Building	\$ 38.00
Heavy & Highway	41.50

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided he/she is directed to perform certified welding.

- On Building projects, If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional \$1.50 per hour.
- H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional \$2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.54

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on a Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65%*
Appr. 2nd year	75%*
Appr. 3rd year	80%*
Appr. 4th year	90%*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste (Bldg)	1.50
Hazardous Waste (H/H)	2.00
Machinist	2.00
Underground	1.00
(500' and below)	

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.95
Appr. 2nd year	22.16
Appr. 3rd year	23.62
Appr. 4th year	25.08

6-1163 Zone 2

Operating Engineer - Building

10/01/2025

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

NOTE:

---If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1*: All Cranes (A1 Includes Boom Trucks over 5 tons, Cableway, Cherry Picker, Derrick, Dragline, Dredge, Overhead Crane, Pile Driver, Tower Crane**, Truck Crane, Whirlies).

CLASS A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent), Automated Fine Grade Machine (CMI), Backhoe, Barrel Shredder, Belt Placer, Blacktop Spreader (such as Barber-Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Boom Trucks (5 ton and under), Burning Plant Operator, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crusher (Rock), De-watering Press, Diesel Power Unit, Dirt Filter Press with Operation Equipment, Dredge, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Forklift (Loed/Lull and other rough terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Light Plants - Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator), Work Boat Operator including LCM's.

CLASS B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16'), Core boring machine, Drill Rigs - tractor mounted, Elevator - as material hoist, Farm Tractor (with or without accessories), Forklift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Gunite Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (Drop Hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base - self-propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self-propelled), Roller, Self-contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat type loader), Snorkel (overhead arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tamp, Well Drill / Well Point System (Submersible pumps when used in lieu of Well Point System), Winch (Motor driven), Winch Cat, Winch Truck.

CLASS C: Compressor (up to 500 cfm), Concrete Paver or Mixer (under 16'), Concrete Pavement Spreaders & Finishers (not automated), Conveyor (over 12 ft), Electric Submersible Pump (4" and over), Fine Grade Machine (not automated), Fireman, Forklift ("with or without" attachments, 10 ton and under), Form Tamper, Generator (2,500 watts and over), Hydraulic Pump, Mechanical Heaters (More than two (2) Mechanical Heaters or any Mechanical Heater or Heaters whose combined output exceeds 640,000 BTU per hour (manufacturer's rating) plus one self-contained heating unit - i.e. Sundog or Air Heat type - New Holland Hay Dryer type excluded), Mulching Machine, Oiler, Power Driven Welding Machine (300 amp and over, other than all electric. One Welding Machine under 300 amp will not require an engineer unless in a battery), Power Heaterman (hay dryer), Pumps (water and trash), Revinus Widener (road widener), Single Light Plant, Steam Cleaner or Jenny.

Per hour: 07/01/2025

Building	
Class A1*	\$ 49.61
Class A	48.11
Class B	45.99
Class C	41.77

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

(*) **TONNAGE PREMIUMS:**

All cranes up to 64 ton capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus \$ 1.50
All cranes 111 ton to 199 ton capacity - A1 rate plus \$ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus \$ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus \$ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus \$ 6.00
All cranes 1000 ton capacity and over - A1 rate plus \$ 7.00

(**) Tower Cranes - A1 rate plus \$2.50 (no tonnage premiums apply)

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 32.12

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

WAGES per hour: One thousand hour terms at the following percentage of Journeyworker's CLASS A wage:

1st: 60%
2nd: 65%
3rd: 70%
4th: 80%

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS per hour:

07/01/2025

All terms: \$ 32.05

6-158-545b.s

Operating Engineer - Heavy&Highway

10/01/2025

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

NOTE:

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1*: All Cranes that require a NYS Crane License (Boom Truck, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Cranes (including self-erecting)**, Truck Crane).

CLASS A: Asphalt Curb Machine (self-propelled, slipform); Asphalt Paver; Automated Concrete Spreader (CMI type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Backhoe Excavator, Full Swing (CAT 212 or similar type); Back Filling Machine; Belt Placer (CMI type); Blacktop Plant (automated); Blacktop Roller; Bull Dozer being operated with active GPS; Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Cranes - listed in A1 that do not require a NYS Crane License; Directional Boring/Drilling Machine; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler/Milling Machine (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Rotating Telehandler; Scraper (including challenger type); Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Backhoe (tractor mounted, rubber tired); Bituminous Recycler Machine; Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders; Locomotive; Material Handling Knuckle Boom; Mini Excavators (under 18,000 lbs.); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler/Milling Machine (105 h.p. and under); Plant Engineer; Prentice Loader; Pug Mill; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above subgrade, See Class A for Blacktop Roller); Sea Mule; Self-contained ride-on Rock Drill (excluding Air-Track type drill); Skidder; Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Vacuum Machine (mounted or towed); Vermeer Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s.

CLASS C: "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors***; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors***; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Forklift; Form Tamper; Generators***; Grout Pump; Gunite Machine; Hammers (hydraulic self-propelled); Heaters***; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants***; Mulching Machine; Oilier; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding hand-held); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps***; Revinius Widener; Roller (subgrade & fill); Scarifier (ride-on); Shell Winder; Skid Steer Loader (Bobcat or similar, including all attachments); Span Saw (ride-on); Steam Cleaner; Tamper (ride-on); Tie Extractor (ride-on); Tie Handlers (ride-on); Tie Inserters (ride-on); Tie Spacers (ride-on); Tire Repair; Track Liner (ride-on); Tractor; Tractor (with towed accessories); Vacuum Machine (self-propelled); Vibratory Compactor; Vibro Tamp; Welding Machines***; Well Point.

***CLASS C NOTE: Considered Hands-Off (unmanned). Includes only operation and maintenance of the equipment.

Per hour: 07/01/2025

H/H	
CLASS A1*	\$ 58.85
CLASS A	55.85
CLASS B	54.97
CLASS C	51.69

(*) TONNAGE PREMIUMS:

All cranes up to 64 ton capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus \$ 1.50
All cranes 111 ton to 199 ton capacity - A1 rate plus \$ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus \$ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus \$ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus \$ 6.00
All cranes 1000 ton capacity and over - A1 rate plus \$ 7.00

(**) Tower Cranes - A1 rate plus \$3.00 (no tonnage premiums apply)

- Cranes in Luffer Configuration - A1 rate plus \$ 5.00
- Cranes with external ballast (Tray or Wagon) - A1 rate plus \$ 5.00

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SHIFT WORK

SINGLE IRREGULAR WORK SHIFT: Additional \$2.50 per hour for all employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2025

Journeyworker \$ 33.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time). If a holiday falls on a Saturday, employees who work a Saturday Holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES

WAGES per hour: One thousand hour terms at the following percentage of Journeyworker's CLASS B wage.

1st: 60%
2nd: 70%
3rd: 80%
4th: 90%

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

6-158-545h

Operating Engineer - Survey Crew

10/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2025

Party Chief	\$ 52.91
Instrument Person	48.67
Rod Person	36.29

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 30.10

OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE

*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2025

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.88 / PHP \$18.03
1001-2000	24.90 / " 20.45
2001-3000	27.93/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

10/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2025

Party Chief	\$ 52.91
Instrument Person	48.67
Rod Person	36.29

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 30.10

OVERTIME PAY

See (B, E, Q, *X) on OVERTIME PAGE

*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2025

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.88 / PHP \$18.03
1001-2000	\$ 24.90 / " 20.45
2001-3000	\$ 27.93 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

10/01/2025

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuylar, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour: 07/01/2025

CLASS A	\$ 58.44
CLASS B	57.22
CLASS C	54.43
CLASS D	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

CRANES:

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 62.44
Crane 2	61.44
Crane 3	60.44

SUPPLEMENTAL BENEFITS

Per hour:	\$ 25.90
	+ 10.10*

* This portion of the benefits subject to SAME PREMIUM as shown for overtime wages.

OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyworker's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

Painter

10/01/2025

JOB DESCRIPTION Painter

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES

Lewis: Only the Townships of High Market, Lewis, Leyden, Lyonsdale, Osceola, Turin and West Turin.

Ontario: The City and Township of Geneva.

Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

WAGES

Per hour:	07/01/2025	05/01/2026 Additional
Basic Rate (Brush & Roll)	\$ 28.32	\$ 1.85*
Sign Painting	28.32	1.85*
Lead Based Paint Abatement	28.32	1.85*
Drywall Taper/ Finisher	29.32	1.85*
Wallcovering	29.32	1.85*
Drywall Machine Operator	29.82	1.85*
Spray	28.82	1.85*
Parking Lot, Hwy Striping	28.82	1.85*
Epoxy (Brush-Roller)	28.82	1.85*
Epoxy (Spray)	28.82	1.85*
Sandblasting (Operator)	28.82	1.85*
Boatswain Chair	28.82	1.85*
Swing Scaffold	28.82	1.85*
Structural Steel	28.82	1.85*
(except bridges, tanks, tunnel)		
Coal Tar epoxy	29.82	1.85*
Asbestos Encapsulation	30.52	1.85*

* To be allocated at a later date.

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES, TANKS, OR TUNNELS.

SHIFT WORK

FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 3:00 PM, ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL \$2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker	\$ 27.20

OVERTIME PAY

See (B, *E2, F, R) on OVERTIME PAGE

* NOTE - On exterior work only.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

NOTE: A holiday that falls on a Saturday will be celebrated on the preceding Friday. A holiday that falls on a Sunday will be celebrated on the following Monday.

REGISTERED APPRENTICES

WAGES per hour:

Painter/Decorator: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00

Drywall Taper/ Finisher: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th
\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 23.00

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator:							
1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 6.50	\$ 6.50	\$ 7.50	\$ 7.50	\$ 10.50	\$ 10.50	\$ 13.00	\$ 13.00

Drywall Taper/ Finisher:

1st	2nd	3rd	4th	5th	6th
\$ 7.50	\$ 7.50	\$ 7.50	\$ 10.00	\$ 10.00	\$ 12.00

6-31

Painter

10/01/2025

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2025	05/01/2026 Additional
Bridge	\$ 46.19	\$ 2.50
Tunnel	46.19	
Tank*	44.19	

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

*Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

SHIFT WORK

Note an additional \$1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour:
\$ 31.51

OVERTIME PAY

Exterior work only See (B, E2, E4, F, R) on OVERTIME PAGE.
All other work See (B, F, R) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 34.00	\$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 6.60	\$ 6.95	\$ 7.30	\$ 7.65	\$ 8.00	\$ 8.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher

10/01/2025

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2025
Metal Polisher	\$ 40.33
Metal Polisher*	41.43
Metal Polisher**	44.33

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2025

Journeyworker:

All classification \$ 13.44

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2025
1st year	\$ 20.17
2nd year	22.18
3rd year	24.20
1st year*	\$ 20.56
2nd year*	22.62
3rd year*	24.74
1st year**	\$ 22.67
2nd year**	24.68
3rd year**	26.70

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 8.94
2nd year	8.94
3rd year	8.94

8-8A/28A-MP

Plumber

10/01/2025

JOB DESCRIPTION Plumber

DISTRICT 5

ENTIRE COUNTIES

Livingston, Monroe, Ontario, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Alfred, Almond, Andover, Birdsall, Burns, Grove, Independence, that portion of Scio which lies east of RT. 19, Ward, Wellsville, W. Almond and Willing

Genesee: Only the Townships of Bergen, Bethany, Byron, Leroy, Pavillion and Stafford.

Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall and Murray.

Seneca: Only the Townships of Fayette, Junius, Ovid, Romulus, Seneca Falls, Tyre, Varick and Waterloo.

Steuben: Only the Townships of Avoca, Cameron, Canisteo, Cohocton, Dansville, N. Dansville, Freemont, Greenwood, Hartsville, City of Hornell, Hornelsville, Howard, Jasper, Pulteney, Prattsburg, Rathbone, Troopsburg, Tuscarora, W. Union, Wayland, Wheeler and Woodhull.

Wayne: Only the Townships of Arcadia (Newark), Galen (Clyde), Huron, Macedon, Marion, Lyons, Ontario, Palmyra, Rose, Sodus, Walworth and Williamson.

WAGES

Per hour 07/01/2025

Plumber	\$ 42.68
Steamfitter	42.68

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 27.88

NOTE-\$ 5.50 of this amount must be paid at the same premium as the wage for overtime hours.

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

Site work & New const. See (B,E,E2,Q) on OVERTIME PAGE.

All other work See (B,E,Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

One year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.
50%	55%	59%	66%	75%

Supplemental Benefits per hour:

1st year	\$ 8.93
2nd year	12.09 *
3rd year	13.68**
4th year	15.57***
5th year	18.64****

*NOTE-2nd year \$0.83 of this amount must be paid at the same premium as the wage for overtime hours.

**NOTE-3rd year \$1.10 of this amount must be paid at the same premium as the wage for overtime hours.

***NOTE-4th year \$1.49 of this amount must be paid at the same premium as the wage for overtime hours.

****NOTE-5th year \$2.64 of this amount must be paid at the same premium as the wage for overtime hours.

5-13-SF

Plumber

10/01/2025

JOB DESCRIPTION Plumber

DISTRICT 6

ENTIRE COUNTIES

Chemung, Cortland, Onondaga, Schuyler, Tompkins

PARTIAL COUNTIES

Madison: Only the Townships of Sullivan, Cazenovia and DeRuyter.

Seneca: Only the Townships of Covert and Lodi.

Steuben: Only the Townships of Addison, Bath, Bradford, Campbell, Caton, Corning, Erwin, Hornby, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana and Wayne.

Tioga: Only the Townships of Barton, Berkshire, Candor, Nichols, Richford, Spencer and Tioga.

WAGES

Per hour:	07/01/2025	05/01/2026
		Additional
Plumber, Steamfitter, Pipefitter, Welder, HVAC, Refrigeration.	\$ 48.26	\$ 4.50*

* To be allocated at a later date.

SHIFT WORK

SINGLE IRREGULAR WORK SHIFT: Additional 15% premium added to the wage rate above for a single irregular work shift starting between 4:30PM and 7:00AM.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 28.15*

*NOTE: \$10.27 of the supplemental benefits are paid at the same premium as shown for overtime work performed at semi-conductor manufacturer and/or fabrication plants.

OVERTIME PAY

Time and one half for the 9th & 10th hours Monday thru Friday and first 10 hours on Saturday. All other overtime hours are double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, the holiday will be observed on the preceding Friday. If a holiday falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of the Journeyworker's wage:

1st	2nd	3rd	4th	5th
55%	60%	70%	75%	85%

SUPPLEMENTAL BENEFITS per hour*:

1st	\$ 15.87
2nd	24.67
3rd	25.30
4th	25.89
5th	26.90

*NOTE: Below is the portion of supplemental benefits paid at overtime premiums for work performed at semi-conductor manufacturer and/or fabrication plants:

1st	n/a
2nd	\$ 8.58
3rd	8.77
4th	9.14
5th	9.71

6-81-SF

Roofer	10/01/2025

JOB DESCRIPTION Roofer

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

WAGES

Per hour:	07/01/2025	06/01/2026	06/01/2027
		Additional	Additional
Roofer, Waterproofer	\$ 35.80	\$ 2.00*	\$ 2.00*

* To be allocated at a later date.

NOTE - Does not include metal roof flashings, gravel stop, or metal roofing; See Sheetmetal Worker wage schedule.

Additional per hour:

Green Roofing**	\$ 0.25
Pitch Removal & Appl.	1.50
Asbestos Abatement	1.50

** Green Roofing is any component of green technology or living roof above the roof membrane including, but not limited to, the fabric, dirt and plantings.

SHIFT WORK

WHEN MANDATED BY THE OWNER OR CONTRACTING AGENCY, THERE IS AN ADDITIONAL PREMIUM OF \$4.00/HR FOR HOURS WORKED BEFORE 5:30AM AND AFTER 5:30PM.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker	\$ 26.30

Additional contribution 0.75
on any Asbestos Abatement work

OVERTIME PAY

See (B, E, E2*, Q) on OVERTIME PAGE

*NOTE - If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the Journeyworker's wage:

1st term (0 to 999)	65%
2nd term (1000 to 1999)	70%
3rd term (2000 to 2999)	75%
4th term (3000 to 3999)	85%

Additional per hour:

Green Roofing**	\$ 0.25
Pitch Removal & Appl.	1.50
Asbestos Abatement	1.50

SUPPLEMENTAL BENEFITS per hour:

1st term	\$ 19.93
2nd term	21.85
3rd term	25.30

4th term	26.30
Additional contribution on any Asbestos Abatement work	\$ 0.75

6-195

Sheetmetal Worker	10/01/2025

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 5

ENTIRE COUNTIES

Livingston, Monroe, Ontario, Seneca, Wayne, Yates

WAGES

Per hour:

Sheetmetal Worker

07/01/2025

05/04/2026

Additional

05/03/2027

Additional

05/01/2028

Additional

\$ 43.01

\$ 2.51

\$ 2.56

\$2.64

To include metal standing seam roofing, flashing and gravel stop.

SHIFT WORK

Work from 4:00pm to 12:30am**

\$ 49.03

Work from 12:00am to 8:30am**

\$ 51.61

**Applies when shift work is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 28.73

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following rates.

1st.	2nd.	3rd.	4th.	5th.
\$ 19.89	\$ 23.04	\$ 25.63	\$ 29.57	\$ 34.77

Supplemental Benefits per hour:

1st.	2nd.	3rd.	4th.	5th.
\$ 11.65	\$ 15.00	\$ 18.19	\$ 20.03	\$ 23.49

5-46

Sprinkler Fitter	10/01/2025

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

WAGES

Per hour

07/01/2025

Sprinkler
Fitter

\$ 45.06

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker

\$ 29.41

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 23.28	\$ 25.98	\$ 28.15	\$ 30.31	\$ 31.94	\$ 34.64	\$ 36.81	\$ 38.97	\$ 41.14	\$ 43.30

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.57	\$ 9.57	\$ 21.49	\$ 21.49	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74
									1-669

Teamster - Building

10/01/2025

JOB DESCRIPTION Teamster - Building

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Alfred, Almond, Burns.

Chenango: Only the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.

Oswego: All Townships except Boylston, Redfield and Sandy Creek.

Otsego: Only the Townships of Butternuts, Laurens, Maryland, Millford, Morris, Oneonta, Otego, Unadilla, and Worchester.

Steuben: Only the Townships of Canisteo, Cohoctan, Dansville, Fremont, Greenwood, Hornell, Hartsville, Jasper, Prattsburg, Troupsburg, and West Union.

Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within the State of New York.

WAGES

GROUP A: Straight Trucks.

GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.

GROUP C: Euclid.

GROUP D: On site Mechanic.

Per hour: 07/01/2025

Building: (under \$ 5 million*)

GROUP A, B, C, D \$ 34.43

Building: (over \$ 5 million*)

GROUP A, B \$ 35.48

GROUP C 35.83

GROUP D 35.63

* Total project cost including General Construction, Plumbing, HVAC and Electrical

SUPPLEMENTAL BENEFITS

Per hour:

(under \$5 million*) \$ 30.87

(over \$5 million*) 31.67

* Total project cost including General Construction, Plumbing, HVAC and Electrical

OVERTIME PAY

(D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

6-317

Teamster - Heavy&Highway

10/01/2025

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Seneca, Tompkins, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Almond, Alfred, Burns.

Steuben: Only the Townships of Canisteo, Cohocton, Dansville, Freemont, Greenwood, Hartsville, Hornell, Jasper, Prattsburg, Troupsburg, and West Union.

WAGES

GROUP 1: Warehousemen*, Yardmen*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers*, Greasers, Truck Tiremen, Mechanic Helpers and Parts Chasers, Tandems & Batch Trucks, Mechanics, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

*NOTE: Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

GROUP 2: Specialized Earth Moving Equipment-Euclid type, or similar off-highway equipment, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Group 3: Fuel trucks that require a HazMat license endorsement.

Per hour:	07/01/2025	07/01/2026	07/01/2027
GROUP 1	\$ 37.27	\$ 40.62	\$ 44.28
GROUP 2	37.47	40.82	44.48
GROUP 3	42.27	45.62	49.28

SHIFT WORK

A single irregular work shift can start any time between 5:00pm and 1:00am. All employees who work a single irregular shift on governmental mandated night work shall be paid an additional \$ 5.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2025	07/01/2026	07/01/2027
Journeyworker	\$ 29.29	\$ 29.94	\$ 30.78

OVERTIME PAY

See (*B, B3, J, X) on OVERTIME PAGE

*Time and one half also applicable after the 5th day worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

6-317(Syr)

Welder

10/01/2025

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour	07/01/2025

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

- (S) Two and one half times the hourly rate for Holidays
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐

1. New Building

☐

2. Addition to Existing Structure

☐

3. Heavy and Highway Construction (New and Repair)

☐

4. New Sewer or Waterline

☐

5. Other New Construction (Explain)

☐

6. Other Reconstruction, Maintenance, Repair or Alteration

☐

7. Demolition

☐

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Fuel Delivery

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 09/26/2025

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DA	*****2404	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER PEROSI		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026

NYSDOL Bureau of Public Work Debarment List 09/26/2025

Article 8

DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2337	EGL DRAINAGE SOLUTION & REPAIRS LLC		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****5010	J. LINDSLEY ENTERPRISE, LLC		1002 STATE ROUTE 176 FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****0241	J. LINDSLEY ROOFING, LLC		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027

NYSDOL Bureau of Public Work Debarment List 09/26/2025

Article 8

DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JENNIFER LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

NYSDOL Bureau of Public Work Debarment List 09/26/2025

Article 8

DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029

NYSDOL Bureau of Public Work Debarment List 09/26/2025

Article 8

DOL	NYC	*****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RD POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14 POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026

NYSDOL Bureau of Public Work Debarment List 09/26/2025

Article 8

DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

SECTION 01 12 00
MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- i. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 PRIME CONTRACTS

- i. The Work of the project is separated into a number of Prime Contracts, as follows:
 - 1. GENERAL CONSTRUCTION WORK (Elementary School, High School)
 - 2. HVAC WORK
 - 3. ELECTRICAL WORK (Elementary School, High School)
 - 4. PLUMBING WORK (Elementary School, High School)
- ii. Prime Contractors shall perform the Work under separate lump sum Contracts with the Owner. Provide all labor, material, tools, supports, plant, scaffolding, rigging, dumping, equipment, supervision, layout, delivery, trucking, shop drawings, samples, submittals, bonds, insurance, etc., necessary to complete the Work in a safe, timely and workmanlike manner as described in the Contract Documents, and in compliance with all applicable codes and regulations.

1.3 GENERAL REQUIREMENTS, APPLICABLE TO ALL PRIME CONTRACTS

- i. The following requirements apply to all Prime Contracts. These must be included in bidding any or all the Prime Contracts. The plans included are diagrammatic in nature, and do not necessarily indicate or describe all of the work required for complete and full performance of the work of this contract. The drawings indicate approximate arrangement for piping, conduit, and the work of the contractors. Work shall be installed as it results from the coordination between the Prime Contractors at no additional costs to the Owner.
 - ii. Each contractor shall furnish and install all miscellaneous materials, supports, devices, temporary construction, appurtenances or any other work or services required or obviously necessary to effect the full installation of the Work.
- 1. Contractors are responsible for all their Work shown on Contract Documents, including drawings of other trade disciplines.

2. Decisions required from the Owner, Construction Manager, Architect and/or Engineer, shall be anticipated by the Contractors to provide ample time for inspection, investigation or detailed drawings.
3. Full cooperation with all firms performing testing and inspection work is expected from all Contractor personnel. Provide complete data and material for required reports.
4. Work of this project will be performed in and adjacent to an active school. No interaction between workers and school staff or students will be allowed. No unauthorized access into the school will be allowed. All workers entering the school will be required to wear ID badges at all times. Contractor parking will be in designated areas only. Any worker or supervisor violating this policy will be removed from the project.
5. The surrounding School facilities are in full operation. Any work that may possibly disrupt the school facility must be approved in writing by the Owner beforehand.
6. At the time of drop off and pick up of students in all schools, access to the sites will be interrupted. This interruption is to be expected and adhered to without consequence to the Owner.
7. Contractors are performing work near and in an operating school facility. All precautions are to be taken to minimize dust, dirt, debris, fumes, noise, vibrations, etc. There may be times when the construction work will be shut down or relocated due to the disruption of school operations. Contractors are 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 Construction Manager prior to the start of work. Contractors will be responsible for second shift work, or work done on weekends, school breaks if work is stopped due to disruption of regular school activities.
8. Contractors understand that time is of the essence and that they will adequately staff the Project to successfully complete the Contract work in accordance with the Project Schedule.
9. All Prime Contractors shall submit all "Long Lead" items no more than 7 calendar days from issuance of Notice to Proceed, all other submittals are to be submitted no more than 21 calendar days from Notice to Proceed.
10. Contractors must participate in the preparation of a group master project schedule which will be compiled by the Construction Manager. Contractors shall prepare overall project schedules for their work including activity durations, manpower and relationships to other activities including those of other contractors and submit them to the Construction manager within 14 days of notice of Contract award. Include attendance at schedule development meetings within 21 days of notice of contract award.
11. Normal work hours will be 7:00am – 3:30pm Monday through Friday excluding holidays during the school year in areas not occupied by school personnel, and 7:00am – 5:00pm during school vacation periods, unless noted otherwise. Second Shift work, when required, will be from 3:30 p.m. to 11:00 p.m. Monday through Friday excluding holidays during the school year in areas occupied by school personnel. 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.

- Contractors will be responsible for all Owner's staff costs associated with the work outside of the stated hours.
12. Overtime: Each Contractor shall include in its bid as much overtime and shift work as it deems necessary to complete the Work in the specified time. Work may be scheduled seven (7) days per week if required and approved in advance by Owner. There will be no weather days accepted for extensions. Overtime is the responsibility of the Contractor.
 13. Contractors shall submit a two-week "Look Ahead" schedule (man loaded by work activity and area) to Construction Manager each week. Contractors' representatives shall attend a weekly (more or less frequent, as determined by the Construction Manager) meeting with all contractors, chaired by Construction Manager, for the purposes of job coordination and sequencing. Contractors are responsible to coordinate the job with other trades and the Construction Manager, and to cooperate with other trades in the pursuit of the overall project's success. Contractors shall review other trades' shop drawings, and actively participate in resolving discrepancies, conflicts, interferences, etc.
 14. Contractors' proposed schedule must meet the dates established by the Project Schedule **and allow the other Prime Contractors to meet their dates.** Each Contractor must submit a proposed schedule for approval by the Construction Manager prior to the start of their work. Contractor shall indicate significant events such as submittals, shop drawings, material ordering, fabrication, delivery, coordination precedents, installation, substantial completion, punch list, testing and turnover by area or system as agreed with Construction Manager. This schedule shall be updated monthly, showing progress and problems, and shall be submitted in reproducible form to the Construction Manager by the last working day of the month.
 15. The intention of the Work is to follow a logical sequence; however, when so directed by the Construction Manager, the Contractor shall temporarily omit certain portions of the work, or perform them outside of the normal sequence, in order to accommodate coordination requirements. All such out of sequence work and come back time to these areas is to be anticipated and as such shall be performed at no additional cost. Contractors' requests for performing Out of Sequence Work must be submitted in advance and approved by the Construction Manager in coordination with other Prime Contractors. Costs associated with the out of sequence request will be the responsibility of the requesting Contractor.
 16. Contractors shall submit for review by the Construction Manager updated progress drawings when requested by Owner or Construction Manager. Contractor progress drawings are to be highlighted to show installed work to date and shall be reviewed with the Construction Manager on the last working day of each month.
 17. All work must conform to applicable codes including state laws, local ordinances, OSHA, and requirements of governmental agencies having jurisdiction for all Work performed. Each Contractor is responsible to temporarily or permanently protect and immediately correct all safety hazards, violations or otherwise unsafe conditions created by the performance of their work. For example, the contractor that created an opening anywhere on the project, such as in the ground or in the structure of the buildings, must also provide

- fall protection for that opening until the opening is permanently closed. Any subsequent contractor needing access through the protection must modify or replace the protection.
18. Contractors shall comply with Federal, State and local laws regarding noise control, traffic control and housekeeping, etc.
 19. Contractors shall comply with all applicable Federal, State, County and Municipal laws concerning pollution of surrounding public waters. All Work shall be performed in such a manner that objectionable conditions will not be created in public waters through or adjacent to the Project areas.
 20. Prime Contractors, and their Subcontractors, shall not allow any chemical or liquid construction waste to enter the Owner's sanitary wastewater system. Any cost associated with damage to the Owner's sanitary wastewater system will be charged to the Contractor creating the waste.
 21. The Building Permit will be issued, prior to Bid Date, by the New York State Education Department, at no cost to Contractors.
 22. The Owner is exempt from payment of Federal, State, and local taxes including sales and compensating use taxes on all materials and supplies incorporated into the completed Work. These taxes are not to be included in the bids. This exemption does not apply to tools, machinery, equipment or other property leased by or to the Contractor or Subcontractor, or to supplies and materials which, even though they are consumed, are not incorporated into the completed Work, and the Contractor and Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes on said leased tools, machinery, equipment or other property and upon all said unincorporated supplies and materials.
 23. Contractors shall submit hourly rate sheets that would apply to time and material Work for all pertinent trades upon Award of Contract. Contractors are responsible to alert the Construction Manager of the Start and the Stop of work pertaining to work that is being completed on a T&M basis.
 24. All Contractor price quotes for additional work must be submitted to the Construction Manager. Each quote must be broken down into labor, material and equipment for each Prime Contractor and all sub-contractors and suppliers. Each quote must be further itemized into the number of man-hours by labor rate, equipment hours by equipment rate, and material quantities by material unit cost. No Contractor price quote will be processed without this information and the Prime Contractor will be held responsible for all related schedule delays due to non-compliant submission of cost change proposals. Furthermore, all quotes shall be broken down to indicate which specific building(s) they apply to. Construction Manager must be notified of both the start and stop of work.
 25. All existing conditions must be verified in the field. The Owner takes no responsibility for actual conditions found deviating from the drawings. If existing conditions interfere with Contract Work, Contractor is responsible to eliminate these conditions in a manner acceptable to the Construction Manager and Architect.

26. Contractors are responsible for familiarizing themselves with jobsite logistics both inside and outside the building. A preliminary search for obstructions (underground and above ground) is required.
27. Contractors shall examine surfaces and conditions prior to start of Work. Report unacceptable conditions to the Construction Manager. Do not proceed until unacceptable conditions are corrected and acceptable. Starting of Work implies acceptance.
28. Contractors are responsible for layout and elevations for all of their work and are required to carry up all the lines and grades to correctly perform all of their Work.
29. 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.
30. In addition to notices to Utilities and others required elsewhere herein, Contractors shall give written notice of their proposed construction operations to the owner of all public and private utilities and notify underground utility locating service for the area at least seven days in advance of breaking ground in any area involved in the Project. Copies of each such notice shall be simultaneously sent to the Construction Manager.
31. Wherever there is any possibility of existing utilities being located within limits of the Work, Contractors shall notify both the Construction Manager and the Utility before disturbing same. Any work of realignment, relocations, removal or extension of the utilities shall be done as mutually agreed by the Utility, the Construction Manager and the Architect. Contractors shall maintain satisfactory drainage of the excavation at all times from exposure of the structure until completion of its realignment. Interruption of service by utilities shall be kept to a minimum.
32. All Contractors may use temporary toilet facilities provided on the jobsite by the General Contractor. Contractors' personnel will not be permitted to use the existing school facilities (including toilet, telephone, food services, dumpsters, etc.) for their own benefit. No clean-up of equipment or disposal of excess material will be allowed in the school buildings. Contractors' superintendents must explain this to all their field forces.
33. Contractors shall assume full responsibility for the protection and safekeeping of products under their Contract stored on the site and shall cooperate with the Construction Manager to ensure security for the Owner's property. Contractors shall provide weatherproof storage. No material is to be left unprotected from the weather.
34. Contractors must plan, provide and maintain their own access, ramping, and egress as required into and out of the site, staging of trailer(s), materials, machinery, and equipment in agreement with the Construction Manager. Maintain free and safe access on the jobsite for other related Project personnel. Maintain safe pedestrian traffic outside work area. Any operation interfering with pedestrian or vehicular traffic must be regulated by a flagman. Trucking and delivery operation shall be coordinated with Construction Manager and all other trades.
35. Contractors 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 sole discretion. No storage will be allowed in the buildings, unless specifically authorized in advance by the Construction Manager. If necessary, Contractors shall obtain and pay for the use of additional off-site storage or Work areas needed for their operations.

36. Modifications to the construction fence to better accommodate the Contract Work must be discussed with the Construction Manager. These changes shall then be handled by the Contractor requiring the change, at his expense, in accordance with the project specifications, and as accepted by the Construction Manager. Any costs for removal and replacement, relocations, and additional gates will be by this contractor. Any cost incurred as a result of damages shall be charged to this Contractor. All construction fencing is to be secured at the end of each day and all gates closed and locked.
37. When required for additional safety, each Contractor shall provide and maintain fences at their own expense, along the roadways and around the grounds occupied by them for the protection of adjoining property and all persons lawfully using same. Fences shall as specified, or be of materials and construction suitable in the opinion of the Construction Manager for their intended purpose.
38. The Owner will not accept any deliveries. Materials are not to be shipped to the Owner's address. The Owner will not be held responsible for material left by delivery services.
39. There is no guarantee that there will be enough parking spaces available for all of Contractor's employees. Contractor's employees may have to park off-site and transport workers to the site at no additional cost or consequence to the Owner. Construction Manager to determine contractor parking locations.
40. Contractors shall coordinate the use of premises with the Owner and Construction Manager and shall move, at their own expense, any stored products under Contractors' control, including excavated material, which interfere with operations of the Owner or separate Contractors.
41. Contractors shall employ the appropriate trade's people for their work as required. These people shall be experienced in their trades. Sufficient manpower, equipment, and supervision shall be provided at all times to maintain progress of the job and at each site. A shortage of labor in the industry shall not be accepted as an excuse for not properly manning the job or performing the work.
42. Full time, on-site supervision at each building site is a mandatory requirement for each Prime Contractor from project commencement until such time as determined by the Construction Manager. The on-site Superintendent(s) must remain for the full term of the Project unless the replacement is pre-approved by the Construction Manager and be a non-working Superintendent(s). Full time supervision will be required for all shift work including the work of subcontractors.
43. Insubordination, unsafe practices, horseplay, abusive behavior or language, deliberate destruction of property, use of drugs, alcohol, tobacco, vaping, possession of firearms, smoking in or on school property, and solicitation shall not be tolerated. There will be no warnings, and Contractors shall designate a responsible on-site supervisor to handle any situations that may arise, including termination.

44. Union business shall not be conducted on site. Any union representatives that visit the site must declare which Contractor's personnel they represent, and must be escorted by that Contractor's union steward at all times. No visitors, sales representative or non-working personnel shall be permitted on site without prior consent of the Construction Manager. No photographs shall be taken without the Construction Manager's prior approval.
45. Each Contractor shall seal all penetrations and sleeves of the work of their contract passing through fire- or sound-rated barriers. See drawings for rated walls and ceilings. U.L. approved systems, i.e.: 1, 2, and 4-hour ratings, shall be submitted and approved prior to application.
46. Contractors shall provide protection from damage to adjacent and adjoining work and/or structures. Contractors shall clean, repair and/or replace any damage for which they are deemed responsible. Contractors are responsible for any damage caused by them or their subs to any building area or system within the contract limits as well as the adjoining school campus.
47. The General Contractor is responsible for furnishing and maintaining dumpsters or other such containers as required for collection, storage and legal disposal of all debris and rubbish resultant from all operations. Asbestos Abatement Contractor is responsible for furnishing and maintain dumpers for asbestos and lead abatement waste and other hazardous waste. Hazardous waste collection, storage and legal disposal is the responsibility of each individual Prime Contractor as it relates to the scope of each Prime Contractor's work. The General Contractor (and each Contractor in the case of hazardous waste) shall locate, maintain and move such containers as necessary and as directed by Construction Manager, and legally dispose of waste as containers are filled. Contractors shall separate and recycle waste as required by all regulations and all authorities having jurisdiction. If a dumpster is not on site, other Primes should dispose of their debris and rubbish by other means. School dumpsters cannot be used by Contractors.
48. Each Prime Contractor shall properly and legally dispose of items removed and not specified for reuse or for turnover to the Owner.
49. Contractors shall organize daily clean ups and participate in a weekly joint clean up involving all Prime Contractors. Clean-up shall be considered a safety issue. Any Contractors that do not participate in a clean-up will be back charged.
50. Dust control must be maintained during all interior renovations. The General Construction Contractor is to provide negative air conditions in renovation and new addition areas. This is in conjunction with poly sheeting and conventional dust protection provided by all contractors for their work. Refer to Specification Section 01 50 00.
51. Any vehicle leaving the jobsite that provides materials or manpower shall be cleaned by the relevant Prime Contractor prior to re-entry on access roads or public streets to remove mud and concrete from wheels and undercarriages.
52. Lead Paint Abatement: Each Prime Contractor shall provide testing and lead paint abatement as required to perform the work of their contract.
53. Contractors shall take special care in verifying that their equipment matches the characteristics of the power being supplied.

- 54. Prior to any cutting, soldering or welding operations, each Contractor must obtain a daily open flame permit through a procedure established by the Construction Manager and Owner. No open flame, welding, soldering will be allowed in the occupied school facility during school hours. Contractors shall be responsible for taking all safeguards necessary for fire protection and prevention due to the work. Contractors shall maintain a fire watch during all open flame operations using only qualified personnel. The fire watch shall be maintained at least 30 minutes following the completion of the work. Each Contractor shall provide and maintain sufficient fire protection equipment as required by law in each area being worked by the Contractor's forces.
 - 55. Unless otherwise noted Owner has the right of first refusal of any items that are to be thrown away.
 - 56. All contractors are encouraged and expected to review the AHERA survey before commencing any and all work.
- 1.4 SCHEDULE Submittals:** Provide all required submittals within 30 calendar days of notice of Award of Contract, or sooner, as required to maintain the project schedule. Long lead item submittals are expected within the first 15 calendar days after notice of Award of Contract.
- i. Phasing Plan, Staging/Logistics Plans, and the Milestone Schedule for bidding purposes which are included as an attachment to this Section. Each Prime Contractor is required to submit construction schedules in accordance with Division 01 Section Admin Requirements and as otherwise specified, and clearly identify any discrepancies to the Construction Manager's plans.

PART 2 - DIVISION OF WORK

2.1 SHARED RESPONSIBILITIES

- i. In addition to responsibilities listed in PART 1 above, and in other Sections of this Manual, the Scope of Work for each Contract includes, but is not limited to, items listed in the following table. The number "one" (1) indicates primary responsibility. The number "two" (2) indicates partial responsibility. Contractors are required to familiarize themselves with all aspects of the project.
- ii. Scope Clarification: All scope clarification items listed below supersede the Contract Drawings and all other Specification Sections.
- iii. 1. Exterior/Interior Door Replacement: Demolition and installation on new exterior/interior doors is the work of the General Contractor. Where applicable, Electrical Contractor is responsible for installation of control wiring. General Contractor to install hardware and bring wiring up through door & frame for connection by Electrical Contractor. If power supply(s) are required, General Contractor is to turn over to Electrical Contractor for installation.

Electrical Contractor to fully install power supply and control wiring for a complete and operational system.

2. All Concrete Removal and Trenching for interior Plumbing and Electrical Utilities: General Contractor is responsible for saw cutting and removal of concrete for all Plumbing and Electrical utilities – existing and new construction. Plumbing and Electrical Contractor to excavate for plumbing and electrical installs and place pipe bedding. Plumbing and Electrical Contractor to perform and place backfill and General Contractor to furnish and install concrete once plumbing/electrical is installed, tested & backfilled. General Contractor is responsible for patching concrete back flush with existing concrete slab and match adjacent surface finishes. In areas where contaminated soils are present, the Contractor is responsible to coordinate digging/trenching with an abatement contractor. This work should be reviewed, and cost should be included in the appropriate Contractor's bid.
3. Abatement: Abatement work includes all building abatement and demolition required for abatement. Provide all material, labor, equipment, supervision, management, and administration required for the total performance of the Work of this Contract.
 1. General Contractor is responsible for all "AB" Drawings or Abatement Drawings besides the old bus garage unless otherwise noted. Site Contractor (Contract 101) is responsible for all Abatement of the old bus garage.
 2. General Contractor is responsible for removing asbestos vapor barrier for unit ventilator removal and replacement.
 3. Patching of all walls, floors, ceilings etc. to complete finishes within areas of abatement is the work of the General Contractor.
 4. If asbestos fittings or pipe insulation is removed during demolition, it's the responsibility of the Plumbing Contractor to re-insulate the piping.
 5. Caulk removal at Windows, Louvers, etc.: All asbestos or PCB caulk removal is to be completed by the General Contractor with a qualified Abatement Subcontractor. If the window, louver, etc. is existing to remain, The General Contractor is to re-caulk. If new window, louver, etc. is to be installed, the contractor installing such material/equipment shall furnish and caulk around window, louver, etc. If a window, louver, etc. is scheduled to have caulk abated or removed, and install of a new window, louver, etc. at a later date, temporary caulking shall be provided by the GC and removed when the window, louver is removed.
 6. Where contaminated soils are present, the Site Contractor is responsible for digging to uncover any MEP utilities as part of the project. The General

Contractor is responsible for deploying a qualified Abatement Contractor for the removal of Hazardous Materials.

4. Roof Replacements: General Contractor will remove roofing material, insulation and accessories down to deck. Removal and reinstallation of existing rooftop HVAC equipment in order to complete the roofing scope is the responsibility of the HVAC Contractor. Any Electrical, Plumbing, Mechanical disconnects, and reconnections required to remove such equipment is the responsibility of each specific Trade. General Contractor is responsible for sealing and installing pitch pockets for all MEP piping/feeds per manufacturer's recommendations. If curb boxes are installed for mechanical equipment, General Contractor is to remove and reinstall, as needed, to meet Manufacturer's or contract detail minimum heights off roof. New Mechanical equipment curbs to be provided by Mechanical Contractor. The Mechanical Contractor is responsible to install all equipment curbs and associated blocking to meet Manufacturers and contract detail minimum heights off roof. Where equipment and curbs are being removed in their entirety, patching and repair of the roof deck will be by the General Contractor. If vent piping needs to be extended to meet Manufacturer's recommendations, Plumbing Contractor is responsible for this work. If added blocking is required to install new fascia metal, General Contractor is responsible for added blocking.
5. Site Work: All site work in the L-Drawings is the responsibility of each General Contractor. Any Electrical Work in the L-Drawings is the responsibility of the Electrical Contractor. Excavation will be by the General Contractor, bedding for electrical conduit will be placed by the General contractor. Conduit will be placed by the Electrician, and then backfilled and finished by the General Contractor. If concrete for a duct bank is necessary, concrete will be poured by the site contractor and backfilled by the site contractor. General Contractor is responsible for site restoration.
6. Cutting/Patching:
 - i.
 2. Each Prime Contractor shall provide cutting and patching as required to perform their contract work. This includes openings in existing floors, walls and ceilings unless otherwise noted within the Contract Documents.
 3. If structural steel is required for roof and/or floor openings, the General Contractor is responsible for the structural steel. Cutting of such floor opening is the responsibility of the General Contractor and roof opening is the responsibility of the General Contractor. Layout of opening is the responsibility of the contractor requiring the opening. Deck cutting, cutting of cross members, is the responsibility of the General Contractor.
 4. All openings, penetrations, or abandoned locations created by the performance of the work of each contractor either by cutting, demolition, removals, or for any other reason, including openings that remain after demolition, shall be sealed,

filled, repaired, and/or patched to match, to meet or exceed the quality of existing or new adjacent and surrounding finishes, and existing and new material warranties shall be maintained. Patching shall be done by tradesmen qualified in performing the type of work required for the patching.

5. Any opening requiring lintels and/or structural steel is the work of the General Contractor. Layout of openings to be performed by contractor requiring the opening, cutting of opening is the responsibility of the General Contractor, installation of structural steel is the responsibility of the General Contractor.
 6. Any chases that need to be removed for the removal or install of MEPs will be the responsibility of the General Contractor. Framing and the install of new drywall or patch of chases will be the responsibility of the General Contractor.
 7. Roof Work for HVAC equipment: General Contractor to employ certified installer of existing roofing system to remove roofing material and insulation. Contractor requiring through roof opening is responsible for removal of roof deck and cross members for through roof penetrations. Layout of the opening will be by the Contractor requiring the work, roofing and insulation removal will be by the General Contractor. Patch and repair of the roof will be by the General Contractor. The General Contractor is responsible to provide blocking for and install all required equipment curbs. Equipment curbs to be provided by Mechanical Contractor. Removal of existing roof top HVAC equipment to be re-installed in order to complete the roofing scope is the responsibility of the HVAC Contractor. Removal of existing roof-top equipment curbs as well as patching of roof deck and replacement of roofing system in areas of removal is the responsibility of the General Contractor. Equipment that needs to be removed temporarily will be the responsibility of the HVAC contractor to remove the equipment, provide, and install curb extensions for install. Any electrical feeds for HVAC units to be sealed by General Contractor per roofing manufacturers specifications. Electrical Contractor to coordinate and install conduit with General Contractor. Electrical Contractor is responsible for disconnecting and reconnection of roof-top equipment for equipment to be installed and re-installed to accommodate roofing scope being completed. If power lines need to be extended, this is the responsibility of the Electrical Contractor. Pilot holes is part of layout of equipment/through roof penetrations. This will be the responsibility of the Contractor requiring the penetration.
-
7. All new roof work is the work of the General Contractor. Roofing, including roof insulation, coverings, flashings roof specialties, eaves trim, trim, and roof accessories. Plumbing Contractor to furnish and install new roof drains. Plumbing Contractor to modify existing roof leaders to make final connections to new roof drains. Plumbing Contractor to coordinate removal of strainer and clamp rings to assess the damage of roof drains with the General Contractor. If required for the installation of the new roofing, the Electrical Contractor & Controls Contractor shall disconnect existing HVAC equipment

and reinstall as required. If existing curbs, vents, etc., need to be extended to meet manufactures recommendations, this will be the work of the MEP Contractor. HVAC Contractor responsible for providing and layout of new curbs required.

8. Reinstall of Ceiling Work: General Contractor is responsible for removal, preservation of and re-installation of existing ceiling system. Electrical Contractor is responsible for removal or suspension of existing electrical ceiling equipment. Existing electrical ceiling equipment to be re-installed by Electrical Contractor. HVAC Contractor is responsible for removal of all existing grilles and reinstall once new ceiling system is being installed. Coordinate new work before reinstallation with all respective contractors.
9. New Ceiling Work & MEPs to Remain: General Contractor is responsible for demo and install of new ceiling. Electrical Contractor is responsible for removal or suspension of existing electrical ceiling equipment. Existing electrical ceiling equipment to be re-installed by Electrical Contractor. General Contractor is responsible for cutting around existing light fixtures, grilles, etc. for install of new ceiling.
10. Above ceiling work for ceiling scheduled to remain: General Contractor is responsible for removing and reinstalling ceiling in order to accommodate HVAC duct work and piping, demo and installation. All other above ceiling work: Electrical, plumbing, controls, etc. will be the responsibility of each trade performing the work which includes removing, storing and reinstalling of ceiling. All Contractors are responsible for removal and replacement of ceiling grid and tiles if it is for investigatory or planning purposes.
11. Daily/Weekly/Final Cleaning (All Facilities)
 1. Each Prime Contractor is required to perform Daily Clean-Up, including broom sweep of their work areas, removal of all debris and demoed materials from that day's work, and to keep all materials, tools and equipment stored in an organized safe manner. Daily Clean-Up as described above/below will be considered a safety issue. All contractors are to use sweeping compound or other approved means to mitigate the migration of dust when sweeping. Shop-Vacuuming with HEPA Filter Equipped Vacuum is an approved alternative.
 2. Each Prime Contractor is required to use temporary protection when completing work to protect existing conditions. In large work areas where there are multiple trades, the General Contractor is required to install temporary protection on doors, floor, existing furniture/ casework to prevent damages. The Construction Manager can request additional temporary protection if they/ The School District does not feel it is adequate.
 3. Negative Air requirements for work areas: Dust control must be maintained during all interior renovations requiring temporary protection to reduce the dust throughout the building. Temporary plastic walls to be installed to contain the spaces. Filtered exhaust fans are to be placed in strategic areas creating a negative area environment. All fans to be exhausted to the exterior of the building. All protection to be installed and maintained by General Contractor.
 4. All Fire Alarm systems to be protected and maintained throughout project by Electrical Contractor. Once all work is completed Electrical Contractor to clean all fire alarm heads within large work areas to insure a fully functioning system.
12. Final Cleaning

- a. Professional cleaning shall be hired by the General Contractor to perform final cleaning in all work areas (excluding boiler room, electrical rooms, IT rooms, listed below). Cleaning of work areas will be conducted before areas are turned over to the district for their use. Final cleaning to include, but is not limited to, the interior and exterior surfaces of the window system, all flooring, counters, cabinets, bathrooms, bathroom fixtures, toilet accessories, sills, etc. If cleaning is not acceptable to the Owner or Construction Manager, Contractor will be responsible to re-clean areas. If areas are not acceptable afterward, a professional cleaning crew will be deployed by the Construction Manager and will be charged to the trades responsible for the mess.
 - b. Final cleaning is not a one-time visit. Please review Milestone Schedule/ Phasing Plans for turning over work areas prior to Substantial Completion.
 - c. Final cleaning in areas where only HVAC/ Electrical work was performed is the responsibility of the Contractor who completed the work. Areas to include but not limited to, Boiler Room, Pump Room, duct shafts, piping chases, Electrical Rooms, IT Rooms, Penthouse, Mechanical Rooms, etc.
13. Elevators
1. General Contractor is responsible for all elevator related work, including coordination and installation of elevator controls and any other modernization associated work.
 2. Electrical Contractor is responsible for all power to the elevator/equipment.
 3. Electrical Contractor is responsible for all fire alarm system work associated with the elevator.
14. Playground Lighting
1. Electrical Contractor is responsible for all playground lighting, including excavation, installation of conduit, wiring, light bases, poles, and final connections.
 2. Electrical Contractor is responsible for bedding and backfill of conduit and site restoration.
 3. Electrical Contractor is responsible for all associated site work.
 4. UFPO is the responsibility of Electrical Contractor.
- 2.
15. Bathrooms
1. Plumbing Contractor is responsible for demolition and removal of existing bathroom finishes and fixtures, including walls, floors, urinals and related items.
 2. Plumbing Contractor is responsible for the installation of new walls, floors, urinals and any related items.
 3. Plumbing Contractor is responsible for all plumbing work associated with bathroom renovations, including disconnections, new connections, and water shut off/turn-on.
16. Grinder Pump

1. Plumbing Contractor is responsible for the complete installation of the grinder pump, including all site work, piping, and connections associated with the pump.
2. Electrical Contractor is responsible for providing power to the grinder pump.
3. Electrical Contractor is responsible for all electrical connections required for a complete and operational system.
4. Electrical Contractor is responsible for bedding and backfill of conduit/piping and site restoration.
5. UFPO is the responsibility of Plumbing Contractor.
17. Signage
 1. General Contractor is responsible for the installation and mounting of all new signage within its designated areas.
18. High School Sanitation Plumbing.
 1. Plumbing Contractor is responsible for the demolition and removal of existing sanitation piping, fittings, and any other associated components.
 2. Plumbing Contractor is responsible for the installation, hanging, and tie-in of new sanitation lines and any other associated components.
19. Fire Door.
 1. General Contractor is responsible for the installation of the fire door assembly, including hardware and finishes.
 2. Electrical Contractor is responsible for providing all power associated with the fire door system.
 3. Electrical Contractor is responsible for all fire alarm connections associated with the fire door.
20. Salt Storage Shed.
 1. General Contractor is responsible for the complete installation of the salt storage shed, including all associated site preparation, foundations, structure, and finishes.
21. Store front
 1. General Contractor is responsible for demolition and removal of existing store front and concrete.
 2. General Contractor is responsible for forming rebar and pouring concrete for new store front.
 3. General Contractor is responsible for installation of all windows, doors and finishes associated with the store front.
 4. The Electrical Contractor is responsible for all power associated with the storefront door, including card access, ADA buttons, any associated components, and any lighting.
22. Flooring
 1. General Contractor is responsible for demolition and removal of existing flooring and any other associated components.
 2. General Contractor is responsible for the installation of flooring, including all finishes and any associated components.

23. General Contractor

1. The General Contractor is responsible for drawings HS-S0.1, HS-S1.1, HS-S2.1, HS-A1.1, HS-A8.1, HS-A8.2, HS-A8.3, HS-A9.1, HS-A9.2, HS-A9.3, HS-A9.4, ES-L1.1, ES-L2.1, ES-L3.1, ES-A1.1, ES-A1.2, ES-A8.1, ES-A8.2, ES-A8.3, ES-A9.1, ES-A9.2, ES-A9.3
2. The General Contractor is responsible for coordination of all other drawings where any work is applicable.

24. Plumbing Contractor

1. The Plumbing Contractor is responsible for drawings HS-P0.1, HS-P1.1, ES-P0.1, ES-P0.2, ES-P1.1, ES-P1.2.
2. The Plumbing Contractor is responsible for coordination of all other drawings where plumbing work is applicable.

25. Electrical Contractor

1. The Electrical Contractor is responsible for drawings HS-E1.1, HS-E1.2, HS-T1.1, HS-T2.1, ES-L1.1, ES-E1.1, ES-E2.1,
2. The Electrical Contractor is responsible for coordination of all other drawings where electrical work is applicable.

26. Mechanical Contractor

1. The Mechanical Contractor is responsible for drawings ES-H1.1, ES-H2.1,
2. The Mechanical Contractor is responsible for coordination of all other drawings where mechanical work is applicable.

Specification Sections applicable to Prime Contractors.

- I. Before commencing with the work submit a schedule showing the sequence of work and completion date, in accordance with division 01 31 00 Project Management and Coordination.
- II. Reference Milestone Schedule in Specifications.

Description	GC	H C	EC	P C
Relevant requirements on General Drawings ("G" series), including cover sheets, unless otherwise noted.	1	1	1	1
Relevant requirements on Phasing and Logistics Drawings, unless otherwise indicated	1	1	1	1
Relevant information on Site Survey Drawings, unless otherwise indicated	1	1	1	1
Architectural Drawings ("A" series)	1	2	2	2
Structural Drawings ("S" series)	1	2	2	2
Hazardous Materials Drawings ("AB" series)	1	2	2	2

Description	GC	H C	EC	P C
Plumbing Drawings ("P" series)	2	2	2	1
HVAC Drawings ("H" series)	2	1	2	2
Electrical Drawings ("E" series), see scope clarification.	2	2	1	2
ALL DIVISION 00 REQUIREMENTS, As related to this Contract's Work, unless otherwise noted.	1	1	1	1
ALL DIVISION 01 REQUIREMENTS, As related to this Contract's Work, unless otherwise noted.	1	1	1	1
All Temporary Facilities and Controls Specification, As related to this Contract's Work, unless otherwise noted.	1	1	1	1
Daily cleanup of the work areas. Remove and dispose of all demolition items in dumpsters provided by GC, except for hazardous waste materials generated by each Contract's work, if any, which shall be collected and legally disposed of by the relevant Contract. Include the proper and legal removal from the building of all abandoned piping, ductwork, conduit, wiring, fixtures and equipment.	1	1	1	1
Provide a weekly broom sweep of all floors in construction areas at least once per week.	1	1	1	1
Provide a weekly broom sweep of mechanical rooms throughout the duration of the project.		1		
Provide a weekly broom sweep of electrical rooms throughout the duration of the project.			1	
Final cleaning of all of the Work prior to occupancy by the owner. Include the interior and exterior surfaces of the window system, all flooring, counters, cabinets, bathrooms, bathroom fixtures, toilet accessories, sills, etc.	1	1	1	1
Provide the final connections of HVAC systems to equipment provided by others.		1	2	
Final cleaning for all Work performed, including boiler rooms, pump room, duct shafts, piping chases etc. and wherever HVAC work has been performed.	2	1		
Provide final connections of the work of this contract to work of other Prime Contracts and/or tie-ins to existing utilities.		1	1	1
Each Prime Contractor is responsible for their own snow removal at their own work areas.	1	1	1	1
GC shall provide snow and ice removal at all Construction Staging and Access areas, including traction control, sanding, etc.	1			
MEP Contractors shall take part in the coordination of their work with the other trades in all areas. Coordination drawings with all trades' work overlaid on them shall be the basis for this coordination process. Contractors shall install their work in strict accordance with these drawings. No additional compensation will be made for extra offsets, conduit or piping required due to this coordination process.		1	1	1

Description	GC	H C	EC	P C
HC shall start the coordination drawings by producing ductwork drawings with pipe runs overlaid. Drawings shall indicate ductwork drawn to scale with top of duct and bottom of duct dimensions indicated. Include equipment locations, sizes and the required service clearances on the drawings. These drawings shall be passed onto the other contractors to overlay their work.		1		
EC shall overlay lighting, major conduit runs and panel locations.			1	
HC will incorporate all trades' overlays into a final coordination drawing and distribute copies to all contractors, Construction Manager and Architect.		1		
Maintain emergency access around the building and from building exits at all times.	1	2	2	2
Maintain the existing power and lighting for the duration of the Project, as directed by Construction Manager, or when needed to perform work. Provide temporary power and lighting during gaps in service, shutdowns etc.			1	
Provide all temporary power/lighting for construction areas where working outlets do not exist. Additional lighting/power to be provided where needed, directed by the Construction Manager.			1	
Provide all types of temporary construction fencing systems, including gates, hardware, etc. Refer to Site Logistic plan for responsibility of work.	1			
GC shall maintain construction area secure with locked temporary doors, barricades, walls, etc. during construction. Temporary walls and doors shall be provided by GC. GC to provide locks on all gates and construction access doors. GC to provide Owner, Construction Manager and other Prime Contractors with keys.	1	2	2	2
GC shall provide temporary perimeter fall protection cables at all work areas where floor or grade elevation changes exceed allowable limits by code or law. Include a top rail or cable, mid rail or cable and 4-inch toe board around the perimeter of each floor level. Provide temporary fall protection around all duct shafts, elevator shafts and other floor openings. Fall protection must meet OSHA standards. Maintain fall protection on a daily basis until the permanent walls are completed. Remove the fall protection upon completion of the permanent work.	1			
Provide temporary insulated, weather tight enclosures/closures at openings in walls or roofs.	1	1	1	1
Provide temporary weather protection and building enclosure to maintain the progress of the Work and protect the Work until permanent enclosure is achieved	1	2	2	2
Provide temporary partitions and ceilings as required to separate work areas. Locate partitions as directed by the Construction Manager. Please see Phasing Plan for locations if applicable.	1			
Temporary electric service for the contractor staging area.			1	

Description	GC	H C	EC	P C
The building power system cannot be shut down during normal school working hours. Include all temporary wiring, panels, distribution, off-hours labor, overtime, premium time, generators, etc. required to energize the electrical panels and systems to meet the schedule dates.			1	
The Electrical contractor shall maintain the existing and new electrical, security, phone, data, intercom and Fire Alarm systems operational during all construction phases. Provide independent support, relocation, temporary wiring, and protection of devices, daily covering of devices, uncovering devices for off hours, cleaning, maintenance and replacement of damaged devices in areas where ceiling demolition is scheduled. This will be maintained on a daily basis. If Fire Alarm system is to be shut down temporarily, notify the Construction Manager immediately.			1	
The Electrical Contractor shall provide temporary tie-ins, devices, equipment, etc. (operational fire alarm, intercom, telephone, security, power, data systems) as required to allow renovated areas to become occupied by the school prior to the final overall system replacement.			1	
General Contractor to coordinate with EC for temporary power for abatement activities. EC responsible for tie-ins or installs to temporary panels or existing power.	1		1	
The HVAC contractor shall maintain the integrity and operation of the existing and new heating and control system during all construction phases. Provide all temporary tie-ins, valves, controls, pumps, equipment protection, 2 nd shift work, etc. required to perform the construction as well as keeping the existing building operational and to meet the requirements for phased occupancy prior to final overall system completion. See the Project Schedule and phasing drawings for phases, completion and occupancy dates.		1		
The HVAC contractor shall pay particular attention to the existing temperature control system lines scheduled to remain. Proper cutting, capping, terminating and protection shall be provided to keep the system active as required.		1		
Provide miscellaneous plumbing equipment, equipment supports, piping supports. Include support frame and blocking under deck in all areas where support is not indicated on the structural drawings.				1
ALL WORK OF DIVISION 02	1			
When permanent lighting is required to be removed for EC work and the work of other contractors, EC shall provide temporary lighting, store and protect the permanent fixtures, and later remove temporary fixtures and reinstall permanent lighting.			1	
Provide complete all work of Plumbing Demolition – applicable to this scope.				1
Provide complete all work of Mechanical Demolition – applicable to this scope.		1		
Provide complete all work of Electrical Demolition – applicable to this scope.			1	

Description	GC	H C	EC	P C
HVAC demolition in accordance with the contract documents. Include demolition of all existing HVAC systems and components indicated for removal or required to be removed for the completion of new work. Coordinate removals with the other trades. Provide temporary weather protection after removal. Where partial systems are removed, provide temporary caps on systems to remain until they are reconnected, or a permanent cap on systems to be abandoned.		1		
Remove and replace existing ceilings for installation of the work of this contract, unless otherwise indicated. This shall include all ceiling types, unless shown in the documents as receiving new ceiling, in which case no reinstallation or replacement is required by this Contractor. Include all other removals and replacement needed for the work of this Contract. Contractor shall verify the locations of existing plaster, sheetrock, acoustic lay in and spline ceilings and adjust their bid accordingly.		1	1	1
EC shall install new distribution panels and feeders prior to demolition of existing panels to reduce the shutdown time. Coordinate with the GC for completion of his work for these areas.			1	
All contractors will be responsible for covering smoke head/heat detectors in areas they are working in. If multiple trades are in an area, the EC will be responsible for providing covers for smoke/heat detectors.	1	1	1	1
EC shall independently support and protect existing wall mounted electrical panels and equipment on walls scheduled to be removed.			1	
ALL WORK OF DIVISION 03, unless otherwise noted.	1	1	1	1
GC shall be responsible for flash patching and floor leveling of floors after demolition and existing flooring removals, including the flash patching and leveling of existing slabs scheduled to receive new floor finishes, concrete in-fill where existing walls were removed, and in areas where old thick set tile or terrazzo are scheduled for removal. Include flash patching of cracks and uneven surfaces as required to provide an acceptable substrate for any new finishes.	1	2	2	2
ALL WORK OF DIVISION 04, unless otherwise noted.	1			
ALL WORK OF DIVISION 05, unless otherwise noted.	1			
Provide welding tarps and/or shields to protect the adjacent occupied school and construction workers from weld flash.	1	1	2	1
If applicable, Roof and/or floor opening SS framing, unless otherwise noted.	1	2	2	2
ALL WORK OF DIVISION 06, unless otherwise noted.	1	2	2	2
Provide all blocking for the installation of the work of other GC divisions, including in-wall and above ceiling blocking for toilet partitions, lockers, casework, etc.	1			
Provide wood blocking and plywood panels required for the work of this contract.	1			
Provide wood blocking for the roofing systems and roof top curbs installed on all roofs.	1	2		
ALL WORK OF DIVISION 07, unless otherwise noted.	1	2	2	2

Description	GC	H C	EC	P C
Provide roofing and flashing work as required at all roof penetrations of any kind in existing and new roofs as indicated on the Drawings, including penetrations from demolition of existing rooftop equipment. Provide all roofing work in accordance with the existing and new roofing manufacturers' requirements to provide and/or maintain existing and new roof warranties.	1	2	2	2
ALL WORK OF DIVISION 07 related to the work to be performed under each contract such as sealants, fire stopping, and sheet metal flashing and trim specified or required.	1	1	1	1
GC is responsible for all thru-wall flashing.	1			
Caulking and sealing of all exterior areas (i.e.: brick to brick, brick to roof coping or flashing, brick to existing) and all interior areas (i.e.: window stools to windows, interior drywall to window at the head and jamb, etc.	1	2	2	2
Each Contractor shall seal all penetrations and electrical boxes made in fire and sound rated partitions, floors, ceilings and exterior walls. Contractors will provide sleeves for their penetrations through rated walls and will seal the inside and outside of the sleeves.	1	1	1	1
GC shall provide all required support framing indicated in the documents for work of all other Prime Contracts, such as openings for roof hatches, roof vents, skylights, HVAC and plumbing equipment, etc. in existing and new roof decks. Include the cutting and removal of the existing and new roof deck within the opening when the support has been installed, and include the infill of existing openings that are abandoned. Support framing required but not shown in the documents for work of other contracts, such as HVAC / Plumbing / Electrical openings in existing structures, is by the contract required the work.	1	2	2	2
The GC will provide the cutting of all roof openings in the existing and new roof structure and roof membrane as required for new MEP equipment, piping and ductwork, including all necessary structural support framing, wood blocking, flashing and roof patching, to provide a complete and watertight final product, compatible with the existing roof system. MEP contractors shall provide all cutting and patching otherwise required.	1	2	2	2
MEP Contractors shall provide all equipment roof curbs, equipment supports, duct, and piping supports, roof mounted equipment supports, sleeves, etc. Include support frame and block under deck in all areas where support is not indicated on the drawings as pertaining to the GC Work.	1	1	1	1
ALL WORK OF DIVISION 08, unless otherwise noted.	1	2	2	2
Each Prime Contractor shall furnish access doors, as specified in Division 08, required by the work performed under their contracts. The GC will provide framed openings in new construction for other contractors to furnish and install access doors. Coordinate the exact size and location of access doors with the GC prior to wall and ceiling installation.	1	1	1	1

Description	GC	H C	EC	P C
ALL WORK OF DIVISION 09, unless otherwise noted.	1	2	2	2
Each Prime Contractor shall be responsible for work of Division 09 as it relates to the work performed under their contracts, such as floor, wall and ceiling patching, painting, plastering, etc., unless indicated as work of another Prime Contractor. Work shall be performed by journeymen trained for this work.	1	1	1	1
GC shall paint all MEP items exposed in finished spaces capable of occupancy (classrooms, offices, corridors, etc.). MEP trades shall paint items in basements, crawlspaces, etc.	1	2	2	2
ALL WORK OF DIVISION 10, unless otherwise noted.	1			
ALL WORK OF DIVISION 12, unless otherwise noted.	1		2	
ALL WORK OF DIVISION 21, unless otherwise noted	2			1
ALL WORK OF DIVISION 22, unless otherwise noted.				1
ALL WORK OF DIVISION 23, unless otherwise noted.		1		
ALL WORK OF DIVISION 26, unless otherwise noted.			1	
Provide typed panel directories using the Owner's final room numbering system.			1	
ALL WORK OF DIVISION 27, unless otherwise noted.			1	
ALL WORK OF DIVISION 28, unless otherwise noted.			1	
ALL WORK OF DIVISION 31, unless otherwise noted.	1			
ALL WORK OF DIVISION 32, unless otherwise noted.	1			
ALL WORK OF DIVISION 33, unless otherwise noted.	1			

END OF SECTION 01 12 00

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Schedule of Values.
- B. Applications for payments.
- C. Change procedures.

1.2 RELATED REQUIREMENTS

- A. Section 00 52 00 - Agreement Form: Contract Sum, retainages, payment period, monetary values of unit prices.
- B. Section 00 72 00 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- C. Section 01 21 00 - Allowances: Payment procedures relating to allowances.
- D. Section 01 22 00 - Unit Prices: Monetary values of unit prices; Payment and modification procedures relating to unit prices.
- E. Section 01 30 00 - Administrative Requirements: General submittal procedures.
- F. Section 01 60 00 - Product Requirements: Substitution limitations and procedures.
- G. Section 01 70 00 - Execution and Closeout Requirements: Project record documents.

1.3 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Submit Schedule of Values electronically within 15 days after date of Owner-Contractor Agreement established in Notice to Proceed.
- C. Include separately for each line item, the amount for materials, and the amount for labor.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization and bonds and insurance.
 - 1. Separate by SED numbers, listing SED number and Building name. When applicable, further separate each building by additions and alterations, include a subtotal for each.
- E. Provide 1% of contract value for execution of closeout documents.
- F. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- G. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- H. Revise schedule to list approved Change Orders, with each Application For Payment.

1.4 APPLICATIONS FOR PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.
- D. Submit electronically each Application for Payment.
- E. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 30 00.
 - 2. Construction progress schedule, revised and current as specified in Section 01 32 16.
- F. Substantiating Data: When Architect requires substantiating information, submit data justifying dollar amounts in question. Include with Application for Payment:
 - 1. Partial release of liens from major subcontractors and vendors.
 - 2. Project record documents as specified in Section 01 78 00, for review by Owner which will be returned to the Contractor.
 - 3. Affidavits attesting to off-site stored products.
 - 4. Certified payrolls.
 - 5. Updated project schedule and timelines.

1.5 CHANGE PROCEDURES

- A. Change Order Form: AIA G701 Change Order.
- B. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to Contract Documents.
- C. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
 - 1. Minor changes will be issued on AIA G710 Architect's Supplemental Instructions.
- D. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- E. The Architect may issue a Proposal Request that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change. Contractor shall prepare and submit a estimated price quotation within 15 days.
- F. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on work by separate or other contractors. Document any requested substitutions in accordance with Section 01 60 00.
- G. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. Stipulated Sum Change Order: Based on Proposal Request and Contractor's price quotation.
 - 2. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit prices. For unit costs or quantities of units of work which are not pre-determined, execute Work under Construction Change Directive. Changes in

- Contract Sum or Contract Time will be computed as specified for Time and Material Change Order.
3. Construction Change Directive: Architect may issue directive, on AIA G714 Construction Change Directive signed by Owner, instructing contractor to proceed with change in the Work, for subsequent inclusion in a Change Order.
 - a. Document will describe changes in the Work, and designate method of determining any change in Contract Sum or Contract Time. Promptly execute change.
 4. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect will determine change allowable in Contract Sum and Contract Time as provided in Contract Documents.
 - a. Maintain daily detailed records of work completed on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work. Daily Time and Material tickets must be validated and signed by the Owner's Representative to be acceptable for issuance of the change order.
- H. Substantiation of Costs: Provide full information for change in cost or time with sufficient data to allow evaluation of quotation.
- I. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- J. Correlation of Contractor Submittals:
1. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
 2. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 3. Promptly enter changes in Project Record Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 21 00
ALLOWANCES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contingency allowance.

1.2 RELATED REQUIREMENTS

- A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.3 CONTINGENCY ALLOWANCE

- A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- B. Funds will be drawn from the Contingency Allowance only by Change Order.
- C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.4 CONTINGENCY ALLOWANCES SCHEDULE

- A. General Trades Contract: Include the stipulated sum of \$50,000
- B. Mechanical Contract: Include the stipulated sum of \$20,000
- C. Plumbing Contract: Include the stipulated sum of \$20,000
- D. Electrical Contract: Include the stipulated sum of \$10,000

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 22 00
UNIT PRICES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.
- C. Defect assessment and non-payment for rejected work.

1.2 RELATED REQUIREMENTS

- A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.3 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.4 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.
 - 1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at unit sum/priced contracted.
 - 2. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim for Contract Price adjustment.

1.5 MEASUREMENT OF QUANTITIES

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.
- D. Measurement Devices:
 - 1. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.
 - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
 - 3. Metering Devices: Inspected, tested and certified by the applicable state department within the past year.
- E. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.

- F. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- G. Measurement by Area: Measured by square dimension using mean length and width or radius.
- H. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- I. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.6 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.
- B. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of item of the Work; overhead and profit.
- C. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected Products.

1.7 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct one of the following remedies:
 - 1. The defective Work may remain, but the unit price will be adjusted to a new unit price at the discretion of Architect and Owner.
 - 2. The defective Work will be partially repaired to the instructions of the Architect, and the unit price will be adjusted to a new unit price at the discretion of Architect and Owner.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage price reduction.
- D. The authority of Architect to assess the defect and identify payment adjustment is final.

1.8 SCHEDULE OF UNIT PRICES

- Unit Price No. 1 : Asbestos Abatement of Pipe Fitting Insulation.
Description: Remove and dispose of asbestos containing pipe fitting insulation.
Unit of Measurement: Linear Foot, removed.
- Unit Price No. 2 : Asbestos Abatement of Pipe Insulation.
Description: Remove and dispose of asbestos containing pipe insulation.
Unit of Measurement: Each three foot section, removed.
- Unit Price No. 3 : Asbestos Abatement Floor Tile and Mastic.
Description: Remove and dispose of asbestos containing floor tile and mastic.
Price shall include all costs to provide removal in a single contained work space with containment enclosure currently in place.
Unit of Measurement: 10 Square Feet.
- Unit Price No. 4 : Asbestos Abatement Containment Area.

Description: Provide a single 10'-0" X10'-0" containment area at locations where additional asbestos abatement is to be performed.

Unit of Measurement: Each enclosure.

Unit Price No. 5 : Excavation and Replacement of Unsuitable Material Below Subgrade.

Description: Excavation and removal from site of material below subgrade level outside building footprint deemed unsuitable by and as directed by

Architect/Engineer and new backfill to subgrade with select granular fill. See relevant Specification Sections.

Unit of Measurement: Cubic yard.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 23 00
ALTERNATES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.

1.2 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.
 - 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 mentioned as part of the Alternate.
 - 2. Include, as part of each alternate, all related construction coordination, modifications or adjustments.
- C. Notification: Immediately following the award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- D. Execute accepted alternates under the same conditions as other Work of this Contract
- E. Schedule: A "Schedule of Alternates" is included at the end of this Section.
- F. The successful Bidder agrees to hold all Alternate Bids firm and unchanged for a period not to exceed 120 calendar days following the closing date for bidding.

1.3 SCHEDULE OF ALTERNATES

- A. Alternate #1: ES (2) Bathrooms located on first floor to receive full renovation as indicated by the contract documents.
- B. Alternate #2: ES (2) Bathrooms located on second floor to receive full renovation as indicated by the contract documents.
- C. Alternate #3: ES Sanitary Pump Station to include grinder pump units and modified pipe size as indicated by the contract documents.
- D. Alternate #4: HSMS - Signage Specialty Room Alcoves and Large Format Lettering as indicated by the contract documents.
- E. Alternate #5: ES - Signage Specialty Room Alcoves and Large Format Lettering as indicated by the contract documents.
- F. Alternate #6: ES - Elevator Modernization Scope as indicated by the contract documents.
- G. Alternate #7: ES - Site Berm Modification Scope as indicated by the contract documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.2 RELATED REQUIREMENTS

- A. Section 00 21 13 - Instructions to Bidders: Restrictions on timing of substitution requests.
- B. Section 01 21 00 - Allowances, for cash allowances affecting this section.
- C. Section 01 22 00 - Unit Prices, for additional unit price requirements.
- D. Section 01 23 00 - Alternates, for product alternatives affecting this section.
- E. Section 01 30 00 - Administrative Requirements: Submittal procedures, coordination.
- F. Section 01 60 00 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.
- G. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Restrictions on emissions of indoor substitute products.

1.3 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

1.4 REFERENCE STANDARDS

- A. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage); Current Edition.
- B. CSI/CSC Form 13.1A - Substitution Request (After the Bidding/Negotiating Phase); Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. A Substitution Request for specified installer constitutes a representation that the submitter:
 - 1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.
- E. Limit each request to a single proposed substitution item.

3.2 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Submittal Time Restrictions:
 - 1. Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.
- B. Submittal Form (before award of contract):
 - 1. Submit substitution requests by completing CSI/CSC Form 1.5C - Substitution Request. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

3.3 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
 - 1. Submit substitution requests by completing CSI/CSC Form 13.1A - Substitution Request (After Bidding/Negotiating). See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- B. Architect will consider requests for substitutions only within 30 days after date of Agreement.

- C. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- D. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
 - 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
 - 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
 - 3. Bear the costs engendered by proposed substitution of:
 - a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.
- E. Substitutions will not be considered under one or more of the following circumstances:
 - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 - 2. Without a separate written request.

3.4 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.
 - 1. Architect's decision following review of proposed substitution will be noted on the submitted form.

3.5 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.6 CLOSEOUT ACTIVITIES

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.

END OF SECTION

SECTION 01 29 00 –
PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
 - 1. Division 01 Section "Allowances" for procedural requirements governing the handling and processing of allowances.
 - 2. Division 01 Section "Unit Prices" for administrative requirements governing the use of unit prices.

1.2 SCHEDULE OF VALUES

- A. Coordination: Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - 1. Application for Payment forms with continuation sheets.
 - 2. Submittal schedule.
 - 3. Submit the schedule of values to Architect through Construction Manager at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content:
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect and Construction Manager.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. 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.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts where appropriate.

4. The following line items must be included on the continuation sheet.
 - a. Project Bonds and Insurances
 - b. Mobilization
 - c. Shop Drawings
 - d. Project Meetings
 - e. Progress Cleaning
 - f. Commissioning (If applicable)
 - g. Weekly Cleaning
 - h. Punch List
 - i. Final Cleaning
 - j. Close Out documents and Warranties
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Submit draft of AIA Document G703 Continuation Sheets.
7. 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.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Construction Manager and Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Submit electronic Application for Payment to Construction Manager by the last of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
 1. Submit electronic draft copy of Application for Payment to the Construction Manager 10 days prior to due date for review. (Work to be projected out to the end of the pay period).
- C. Application for Payment Forms: Use AIA Document G702/CMA and AIA Document G703 as form 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.
 4. The OWNER shall retain five percent (5%) of the amount due on each Application for both the work completed and materials stored. The OWNER reserves the right to retain a greater percentage in the event the CONTRACTOR fails to make satisfactory progress or in the event there is other specific cause for greater withholding.
- 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.
- F. Provide electronic copies of payroll record (including subcontractors) that are signed and notarized, documenting compliance with prevailing wage requirements.
1. Per NYS Workman's Compensation Board copies of all payroll records for all out of state contractors shall be retained on the worksite for inspection is required by the New York State Dept. of Labor.
- G. Transmittal: Submit electronic signed and notarized copies of each Application for Payment to Construction Manager. Application copy shall include waivers of lien and similar attachments if required.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

- I. Initial Application for Payment: Administrative actions and submittals that must coincide submittal of first Application for Payment include the following:
 1. Schedule of values.
 2. List of Substitutions
 3. Contract or Notice to Proceed.
 4. Performance and Payment bonds.
 5. Liability, Auto, and Umbrella Insurance
 6. Worker Compensation certificates
 7. List of subcontractors
 8. Contractors Safety Program
 9. Contractor's construction schedule (preliminary if not final).
 10. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor. Products list (preliminary if not final).
 11. Submittal schedule (preliminary if not final).
 - a. First Payment WILL NOT be processed without a Submittal Schedule.
 12. Emergency Contacts List
 13. Certified Payroll
 14. Schedule of unit prices.
 15. List of Contractor's staff assignments.
 16. List of Contractor's principal consultants.
 17. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 18. Report of preconstruction conference.
 19. Resume of non-working foreman.
- J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 1. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals
 - b. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion
 - c. Record Drawings and Specifications
 - d. Operations and Maintenance Manuals
 - e. Maintenance Instructions and Training
 - f. Start-up performance reports
 - g. Test/adjust/balance records
 - h. Warranties (guarantees) and maintenance agreements
 - i. Final cleaning
 - j. Change-over information related to Owner's occupancy, use, operation and maintenance
 - k. Application for reduction of retainage and consent of surety
 2. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

3. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Ensure that incomplete Work is not accepted and will be completed without undue delay.
 2. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 3. Evidence of completion of Project closeout requirements.
 4. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 5. Updated final statement, accounting for final changes to the Contract Sum.
 6. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 7. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 8. AIA Document G707, "Consent of Surety to Final Payment."
 9. Evidence that claims have been settled.
 10. Final liquidated damages settlement statement.
 11. Removal of temporary facilities and services
 12. Removal of surplus materials, rubbish, and similar elements

END OF SECTION 01 29 00

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Delegated Design
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Superintendent's meetings.
- G. Preinstallation meetings.
- H. Submittal procedures.
- I. Electronic submittal procedure.

1.2 RELATED REQUIREMENTS

- A. Section 01 32 16 - Construction Progress Schedule: Form, content, and administration of schedules.
- B. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 01 78 00 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.3 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. Coordination Document: The HVAC/Mechanical, Plumbing and Electrical Trades Contractors shall execute a coordination document identifying primary utilities in shared spaces. Circulation of the coordination document will be in the order contract trades are listed above. Conflicts in utility coordination are to be brought to the attention of the Architect/Engineer. Copies of the final coordination document will be distributed to each trade.

- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements. Install utilities parallel with structure and as inconspicuous as possible in exposed spaces.
- F. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.4 DELEGATED DESIGN

- A. All work requiring the services of a Delegated Design Professional shall be conducted by a Licensed Professional Engineer, licensed in the State of New York.
- B. All items submitted by the Delegated Design Professional shall be signed and sealed by the Licensed Professional Engineer. These submittals shall include, but are not limited to:
 - 1. Shop Drawings and details.
 - 2. Design calculations, including loading, stresses, and connections.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Submission of initial Submittal schedule.
 - 6. Designation of personnel representing the parties to Contract and Architect.
 - 7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 8. Scheduling.
- D. Architect will record minutes and distribute copies two days after meeting to participants, with copies to participants, and those affected by decisions made.

3.2 SITE MOBILIZATION MEETING

- A. Architect will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:

1. Contractor.
 2. Owner.
 3. Architect.
 4. Special consultants.
 5. Contractor's superintendent.
 6. Major subcontractors.
- C. Agenda:
1. Use of premises by Owner and Contractor.
 2. Owner's requirements.
 3. Construction facilities and controls provided by Owner.
 4. Temporary utilities provided by Owner.
 5. Survey and building layout.
 6. Security and housekeeping procedures.
 7. Schedules.
 8. Application for payment procedures.
 9. Procedures for testing.
 10. Procedures for maintaining record documents.
 11. Requirements for start-up of equipment.
 12. Inspection and acceptance of equipment put into service during construction period.
- D. Architect will record minutes and distribute copies within two days after meeting to participants, with copies to participants, and those affected by decisions made.

3.3 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
 5. Major subcontractors.
- D. Agenda:
1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on progress schedule and coordination.
 13. Other business relating to work.
- E. Architect/Engineer will record minutes and distribute copies within two days after meeting to participants, with copies to participants, and those affected by decisions made.

3.4 PREINSTALLATION MEETING

- A. When required in individual specification sections, convene preinstallation meeting at Project site prior to commencing work of specific section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific section.
- C. Notify Architect seven days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of installation, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies after meeting to participants, with copies to Architect, Owner, and those affected by decisions made.

3.5 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
 - 1. Submit at the same time as the preliminary schedule specified in Section - 01 32 16 - Construction Progress Schedule.
 - 2. Coordinate with Contractor's construction schedule and schedule of values.
 - 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
 - 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
 - 5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.6 COORDINATION MEETINGS

- A. The Architect/Engineer will conduct Project Coordination Meetings weekly or on an "as-needed" basis. Project Coordination Meetings are in addition to specific meetings held for other purposes, such as regular Project Meetings and special Pre-Installation Meetings.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
- C. The Architect/Engineer will record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

3.7 SUBMITTAL

- A. General:
 - 1. Transmit each submittal with form provided by Architect/Engineer via Newforma Info Exchange.
 - 2. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
 - 3. Identify Project, Contractor, Subcontractor, or Supplier; pertinent drawing and detail number, and specification number, as appropriate on each copy.
 - 4. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

5. Deliver submittals, containing samples, to Architect at Airport Corporate Park, 100 Hunt Center, Horseheads, NY 14845-1019. All other submittals to be submitted through Newforma Exchange as specified below.
 6. Schedule submittals to expedite the Project, and coordinate submission of related items.
 7. For each submittal for review, allow fifteen (15) days excluding delivery time to and from the Contractor.
 8. Identify variations from Contract Documents and Product or System limitations that may be detrimental to successful performance of the completed Work.
 9. When revised for resubmission, identify all changes made since previous submission.
 10. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
 11. Submittals not requested, or incomplete, will not be recognized or processed.
- B. Proposed Product List:
1. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 2. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- C. Product Data: Submit to for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
1. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
 2. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
 3. After review distribute in accordance with Submittal Procedures article above and provide copies for record documents described in Section 01 70 00.
- D. Shop Drawings: Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 2. Do not reproduce the Contract Documents to create shop drawings.
 3. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
 4. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
 5. After review distribute in accordance with Submittal Procedures article above and provide copies for record documents described in Section 01 70 00.
- E. Samples: Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
1. Samples For Selection as Specified in Product Sections:
 - a. Submit to Architect for aesthetic, color, or finish selection.
 - b. Submit samples of finishes from full range of manufacturers' standard colors, in custom colors selected, textures, and patterns for Architect's selection.
 2. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 3. Include identification on each sample, with full Project information.
 4. Submit number of samples specified in individual specification sections; Architect will retain one sample.
 5. Reviewed samples which may be used in the Work are indicated in individual specification sections.
 6. Samples will not be used for testing purposes unless specifically stated in specification section.
 7. After review distribute in accordance with Submittal Procedures article above and provide copies for record documents described in Section 01 70 00.

- F. Design Data
 - 1. Submit for Architect's knowledge as contract administrator or for Owner.
 - 2. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- G. Test Reports
 - 1. Submit for Architect's knowledge as contract administrator or for Owner.
 - 2. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- H. Certificates
 - 1. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect, in quantities specified for Product Data.
 - 2. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 3. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.
- I. Manufacturer's Instructions
 - 1. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.
 - 2. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- J. Manufacturer's Field Reports
 - 1. Submit reports for Architect's benefit as contract administrator or for Owner.
 - 2. Submit report in duplicate within 30 days of observation for information.
 - 3. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- K. Erection Drawings
 - 1. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
 - 2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

3.8 ELECTRONIC SUBMITTAL PROCEDURES - NEWFORMA

- A. Using the PDF cover sheet provided by the Architect, fill out the information required for the submittal. Each submittal must be provided with the submittal cover sheet.
- B. Combine PDF cover sheet with product submittal. Cover sheets are to precede the product submittal information.
- C. If shop drawings are over 11" x 17" in size, hard copies are to be provided.
- D. Electronic submittals shall be up-loaded to the Project Team through Newforma Info Exchange. Directions to access Newforma will be provided by the Architect.
- E. Notification will be automatically be generated by Newforma to the Project Team when a new submittal has been created.

3.9 ARCHITECT'S/ENGINEER'S SUBMITTAL ACTION

- A. Except for submittals for the record or information, where action and return is required, the Architect or his consultant will review each submittal, mark to indicate action taken, and return.
 - 1. Compliance with specified characteristics is the Contractor's responsibility.

- B. Action Stamp: The Architect will stamp each submittal with a uniform, action stamp. The Architect will mark the stamp appropriately to indicate the action taken, as follows:
1. Final Unrestricted Release: When the Architect marks a submittal "Reviewed" 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 "Reviewed as Noted," 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. Returned for Re-submittal: When the Architect marks a submittal "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.
 4. Rejected: When the Architect marks a submittal "Rejected," do not proceed with any Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Prepare a new submittal conforming to the product characteristics specified by the contract documents; resubmit without delay. Repeat if necessary to obtain different action mark.
 5. Submit Specified Item: When submittal is marked "Submit Specified Item", the Contractor shall immediately resubmit the specified item.
- C. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned marked "Action Not Required".

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 General and Supplementary 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. Requests for Information (RFIs).
 - 4. Project meetings.
- 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 project specific distribution of responsibilities and requirements.
 - 2. Section 01 70 00 "Project Closeout" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 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, which 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.
 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for maintenance, service and repair of all components including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of 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. Pre-installation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.
- 1.5 REQUESTS FOR INFORMATION (RFIs)
- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect 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.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal.
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

1.6 PROJECT MEETINGS

- A. General: Construction Manager will schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved.
- B. Preconstruction Conference: All Prime Contractors shall attend a preconstruction conference before starting construction, at a time convenient to Owner, Construction Manager and Architect, but no later than 15 days after execution of the Agreement.
 - 1. Construction Manager will conduct the conference to review responsibilities and personnel assignments.
 - 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Prime 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.
 - 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Preparation of record documents.
 - m. Use of the premises and existing building.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for moisture and mold control.
 - s. Procedures for disruptions and shutdowns.
 - t. Construction waste management and recycling.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. First aid.
 - y. Security.
 - z. Progress cleaning.

4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect 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. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

- D. Progress Meetings: Construction Manager will conduct progress meetings at regular intervals, as necessary.
1. Attendees: In addition to representatives of Owner and Architect, each Prime Contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Project Master Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Project Master Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) 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.
 3. Minutes: The Construction Manager will record and distribute the meeting minutes to each party present and to parties requiring information.
- E. Coordination Meetings: Construction Manager will conduct Project coordination meetings at regular weekly intervals, as necessary. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.

1. Attendees: each Prime Contractor and subcontractors and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Prime Contractor's Short Term Interval Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Prime Contractor's Short Term Interval construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
3. Reporting: The Contractor will record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.2 RELATED SECTIONS

- A. Section 01 10 00 - Summary: Work sequence.

1.3 SUBMITTALS

- A. Within 10 days after date established in Notice to Proceed, submit preliminary schedule .
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Submit updated schedule with each Application for Payment.
- D. Submit under transmittal letter form specified in Section 01 30 00 - Administrative Requirements.

1.4 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Scale and Spacing: To allow for notations and revisions.

PART 2 SCHEDULE

2.1 GENERAL

- A. A copy of the Owner's calendar is attached for Contractor's reference.
- B. Schedule of Completion: All work of this project shall be substantially completed by the date indicated on the milestone/ phasing schedule, unless noted otherwise.
- C. All schedules and calendars shall be used as tools in developing the project schedule.
- D. Upon Notice to Proceed the overall Project CPM Schedule will be prepared by the **General Trades Contractor** as outlined in this section.
- E. Start and end dates must be met.

PART 3 EXECUTION

3.1 GENERAL

- A. The CPM Schedule network plan including any appropriate milestone dates and the computer produced reports shall be part of the Owner/Contractor agreement as stipulated herein.
- B. All Prime Contractors shall provide all information required by the Architect/Engineer to the General Contractor for development of a network plan and schedule for this in accordance with the requirements of this section of the General Requirements.
- C. The purpose of the plan and schedule will be to assure adequate planning, coordination and execution of the work of the various Prime Contractors, and to assist the Architect/Engineer in monitoring the progress of the work and evaluating proposed changes to the contract and schedule.
- D. The project management tool commonly called the Critical Path Method (CPM) will be employed for the planning, scheduling and report of all work to be performed under the contract. The precedence diagramming method shall be utilized in preparing the CPM Schedule network diagrams.
- E. There are other contracts and work which will run concurrently with this Contract, and may run subsequently to the work of this Contract. The project network diagram and schedule will reflect the major interfaces between the work of this Contract and the concurrent and succeeding work of the other contracts.
- F. The Architect/Engineer may modify the network diagram to provide interface points for other contracts for this Project.
- G. Activity time delays shall not automatically mean that an extension of the Contract Completion Date is warranted or due the Contractor. A Contract Modification or delay may not affect existing critical activities or cause noncritical activities to become critical. A Contract Modification or delay may result in only absorbing part of the available total float that may exist within an activity chain on the Network, thereby not causing any effect of any interim milestone date or the Contract Completion Date.
- H. Total float is defined as the amount of time between the early start date and late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float is for the exclusive use or benefit of the Owner. Extensions of time to milestone dates for the Contract Completion Date under the Contract will be granted only to the extent that is equitable time adjustments to the activity or activities affected by the Contract Modification or delay exceeds the total float of the affected or subsequent paths and extends any interim milestone date or the Contract Completion Date.

3.2 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.
- B. To the extent necessary for the General Trades Contractor to reflect in a computerized CPM Schedule network diagram each Prime Contractor's proposed plan for completion of their work, all Prime Contractors shall be prepared to meet with and assist the General Contractor, and furnish information subsequent to award of the contract.
- C. Within (3) calendar days following the Contract Issuance, the Architect/Engineer will meet with the Prime Contractors and conduct a review of the Prebid Milestone/phasing to assure their understanding of said project schedule requirements and contractual milestone dates.

- D. Within four (4) calendar days after the meeting to review the Milestone/Phasing Schedule, all Prime Contractors will provide their proposed plans of operation to the General Contractor. The Contractor's plan of operations shall consist of, but not limited to, the following:
 - 1. List of proposed Construction Activities.
 - 2. List of proposed Durations of Construction Activities (in workdays).
 - 3. List of Dependency Relationships of Construction Activities.
 - 4. List of proposed Durations for major procurement items (in workdays).
 - 5. Proposed Sequencing of Construction Activities.
- E. The Architect/Engineer, the General Trades Contractor and each Prime Contractor will meet and jointly review the CPM project schedule, based on the General Contractor's proposed plan and sequences of operation. Any areas of such plans which, in the opinion of the Architect/Engineer, will conflict with timely completion of the project will be subject to revision by the General Contractor unless adequate justification for these plans, durations and logic (as determined by Architect/Engineer) is provided by the Prime Contractor within (10) calendar days of the Architect/Engineer's notice to the Prime Contractor of the Architect/Engineer's intent to revise the schedule. At these meetings, the General Contractor and the Prime Contractors, with the aid of the Architect/Engineer, will manually construct a precedence diagram describing the activities to be accomplished, their dependency relationships and their durations. The General Contractor will then, using the manual precedence diagram, prepare a computer produced schedule showing starting and completion dates for each activity.
- F. In preparing the manual precedence diagram, each Prime Contractor will be responsible for assuring that any/all subcontractor work, as well as their own work, is included and that the diagram shows a coordinated plan of work.
- G. The manually prepared precedence diagram, when fully developed, will show the sequence and interdependence of activities required for complete performance of all the work under all of the Prime Contracts. In developing the precedence diagram, the work will be divided into activities with a maximum duration of twenty (20) working days each, unless otherwise directed by the Architect/Engineer, except for non-construction activities such as procurement of materials, delivery of equipment, and concrete curing.
- H. Proposed durations assigned to each activity shall reflect each Prime Contractor's best estimate of time required to complete activity considering the scope and resources planned for activity.
- I. Failure by the General Contractor, and of the Prime Contractors or Architect/Engineer to include the element of work required for performance of the contract shall not excuse the Prime Contractors from completing all their work within the Contract Completion Date. If the Architect/Engineer questions any of the Prime Contractor's proposed durations, the Prime Contractor shall within ten (10) calendar days provide estimates of their labor and intended crew and/or equipment sizes required for the activity which support the proposed duration to the satisfaction of the Architect/Engineer.
- J. Seasonal weather conditions will be considered in the planning and scheduling of all work influenced by high or low ambient temperatures to insure the completion of all contract work within the allotted contract time milestone completion dates.

3.3 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Identify work of separate stages and other logically grouped activities.
- D. Provide sub-schedules to define critical portions of the entire schedule.

- E. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- F. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- G. Provide legend for symbols and abbreviations used.

3.4 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.5 REVIEW AND EVALUATION OF SCHEDULE

- A. Within seven (7) calendar days after receipt of the computer produced CPM Schedule and reports provided by the General Contractor, each Prime Contractor shall meet with the Architect/Engineer, if required, for joint review, correction, or adjustment of the proposed plan and schedule; After these joint meetings, the computer produced CPM Schedule and report will be revised in accordance with agreements reached during the joint reviews. Final review and acceptance by the Owner will take place after all Prime Contractors have approved the revised CPM Schedule.
- B. Upon establishment of an agreed upon schedule, each Prime Contractor will sign the CPM Schedule network drawings and computer produced reports, which will then indicate the acceptance and approval of the project schedule, sequence of activities and times for completion. Acceptance of the approved project schedule by all Prime Contractors and the Architect/Engineer will be a condition precedent to the making of any partial payments under the Contract.
- C. Participate in joint review and evaluation of schedule with Architect at each submittal.
- D. Evaluate project status to determine work behind schedule and work ahead of schedule.
- E. After review, revise as necessary as result of review, and resubmit within 10 days.

3.6 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.
- G. The Approved Project Schedule will be updated by the General Contractor and reviewed by the Architect/Engineer on a monthly basis for the purpose of recording and monitoring the progress of work. The Prime Contractors shall meet with the Architect/Engineer each month to review actual progress made to date, dates of activities started and completed, and the percentage of work completed to date on each activity started but not completed.

- H. Upon completion of the joint reviews, the General Contractor will revise the network to reflect progress to date plus any approved revisions to the network, and carry out a computer calculation to determine status which will be provided to each Prime Contractor.
- I. Based on the result of the monthly progress update, when the schedule no longer represents the actual prosecution and progress of the work, a revision to the schedule logic sequence and the precedence diagram may be required by the Architect/Engineer or requested by the Prime Contractors.
- J. A Prime Contractor may also request revisions to the logic sequence and precedence diagram in the event their planning for the project is revised. If a Prime Contractor desires to make changes in the Approved Project Schedule to reflect revisions in their method of operating and scheduling, they shall notify the Architect/Engineer in writing stating the reasons for the proposed revision.
- K. If a revision to the schedule logic sequence is contemplated, a Prime Contractor or the Architect/Engineer shall so advise the other in writing at least two (2) weeks prior to the next Schedule Update meeting, describing the revision and setting forth the reasons therefore.
- L. All reasonable requests by the Prime Contractors for revisions will be implemented by the Architect/Engineer if not reasonably objected to by any of the other Prime Contractors.
- M. Architect/Engineer directed revisions to the schedule will not be implemented without written notice to the Prime Contractors, who shall respond within ten (10) days, either agreeing with the Architect/Engineer's proposed revision or setting forth justification why it should not be accomplished. If the Prime Contractor's justification for not accomplishing the change is reasonable, such change will not be implemented.
- N. Updating the schedule to reflect actual progress made up to the date of an update shall not be considered revisions to logic sequence and schedule; in case of disagreements concerning actual progress to date, the Architect/Engineer's determination shall govern.
- O. If a Prime Contractor does not record any exceptions to the published Project Schedule update within ten (10) calendar days of its receipt, they will be deemed to have accepted and approved it.

3.7 RESPONSIBILITY FOR COMPLETION

- A. Each Prime Contractor shall furnish sufficient forces, plant and equipment, and shall work such hours including night shift and overtime operations, as necessary to ensure the prosecution of the work in accordance with the current monthly update of the Project Schedule. If, in the opinion of the Architect/Engineer, a Prime Contractor falls behind in meeting the schedule as presented in the current monthly update, the Contractor shall take such steps as may be necessary to improve their progress, and the Architect/Engineer may require them to increase the hours of work, the number of shifts, overtime operations and/or the amount of construction plant and equipment without additional cost to the Owner or Architect/Engineer. All additional expenses incurred by the Owner and Architect/Engineer due to such work will be deducted from the amount due the Prime Contractor. The provisions of this section shall not be construed as prohibiting work on Saturdays, Sundays and holidays if the Prime Contractor so elects and if approved by the Architect/Engineer.
- B. Failure of a Prime Contractor to comply with the requirements of this subsection shall be a basis for determination by the Owner that the Prime Contractor is not prosecuting the work with such diligence as will ensure completion within the time stipulated. Upon such determination, the Owner may terminate the Prime Contractor's right to proceed with the work or any separable part thereof, in accordance with the provisions of the General Conditions, or may take such other actions as may be deemed appropriate.

- C. It shall be the responsibility of all Prime Contractors to maintain their progress so as not to delay the progress of the project or the progress of other Prime Contractors. If a Prime Contractor delays the progress of the project or the progress of other Prime Contractors, it shall be the responsibility of Prime Contractor causing the delay to increase the number of shifts, days of work, and/or to the extent permitted by law, to institute or increase overtime operations all without additional cost to the Owner to regain the time lost and to maintain the over schedule. Each Prime Contractor is required by virtue of this Contract to cooperate in every way possible with all other Prime Contractors in order to maintain the scheduled completion date. No additional compensation will be considered for such cooperation.

3.8 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

3.9 ATTACHMENTS

- A. Milestone Schedule.
- B. Phasing Plan.

END OF SECTION



ID	Task Name	Duration	Start	Finish	2025		Qtr 1, 2026			Qtr 2, 2026			Qtr 3, 2026			Qtr 4, 2026	
					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	
1	South Seneca Phase 2 Spend Down	278 days	Wed 10/1/25	Fri 10/23/26													
2	Bid, Award & Submittal Process	82 days	Wed 10/1/25	Thu 1/22/26													
3	Bid Process	24 days	Wed 10/1/25	Mon 11/3/25													
4	Pre-Bid Walk Through	1 day	Thu 11/6/25	Thu 11/6/25													
5	Bid Date	1 day	Sat 11/15/25	Sat 11/15/25													
6	Notice to Proceed & Recommendation Letter	1 day	Thu 11/20/25	Thu 11/20/25													
7	Award Contract	1 day	Sat 11/29/25	Sat 11/29/25													
8	Submittal Process	40 days	Sun 11/30/25	Thu 1/22/26													
9																	
10	High School Interior	87 days	Mon 5/4/26	Tue 9/1/26													
11	Sanitation Piping Layout and Install	43 days	Mon 5/4/26	Wed 7/1/26													
12	Sanitation Piping Tie-in and Removal	45 days	Wed 7/1/26	Tue 9/1/26													
13	Gym Ramp Entry Renovation	45 days	Wed 7/1/26	Tue 9/1/26													
14	Room 108 and 109 Flooring	45 days	Wed 7/1/26	Tue 9/1/26													
15	Replacement of Bus Entry Storefront/Concrete	45 days	Wed 7/1/26	Tue 9/1/26													
16																	
17	Elementary School	45 days	Wed 7/1/26	Tue 9/1/26													
18	Freight Elevator Modernization	45 days	Wed 7/1/26	Tue 9/1/26													
19	Passenger Elevator Modernization	45 days	Wed 7/1/26	Tue 9/1/26													
20	Bathrooms Renovations	45 days	Wed 7/1/26	Tue 9/1/26													
21	Playground Lighting	45 days	Wed 7/1/26	Tue 9/1/26													
22	Sanitation Pump Upgrade	45 days	Wed 7/1/26	Tue 9/1/26													
23																	
24	Substantial Completion	0 days	Tue 9/1/26	Tue 9/1/26												◆ 9/1	
25	Punchlist	20 days	Tue 9/1/26	Mon 9/28/26													
26	Closeout	20 days	Mon 9/28/26	Fri 10/23/26													
27																	

South Seneca CSD Capital Improvement Project Phase 2 Spend Down
Milestone Schedule

Task		Inactive Task		Start-only	
Split		Inactive Milestone		Finish-only	
Milestone		Inactive Summary		Deadline	
Summary		Manual Task		Progress	
Project Summary		Duration-only		Manual Progress	
External Tasks		Manual Summary Rollup			
External Milestone		Manual Summary			

SOUTH SENECA CENTRAL SCHOOL DISTRICT SCHOOL CALENDAR



2025 – 2026

SEPTEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Students: 20

Staff: 21

OCTOBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Students: 21

Staff: 22

NOVEMBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Students: 16

Staff: 16

DECEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Students: 15

Staff: 15

JANUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Students: 19

Staff: 19

FEBRUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

Students: 15

Staff: 15

MARCH						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Students: 19

Staff: 20

APRIL						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Students: 19

Staff: 19

MAY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22*	23
24	25	26	27	28	29	30
31						

Students: 19

Staff: 19

* May 22 Reserve
Day if extra school
day is needed

JUNE						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Students: 18

Staff: 19

■ = Vacation Day

■ = Conference Day

■ = State Exam Day

Students: 181 days

Staff: 185 days

HOLIDAYS & RECESSES

Sept. 1	Labor Day
Sept. 2	Superintendent's Conference Day
Sept. 3	FIRST DAY OF SCHOOL FOR STUDENTS
Sept. 30	Early Release PK-12 Teacher workshops
Oct. 13	Indigenous People's Day
Oct. 24	Superintendent's Conference Day
Nov. 11	Veterans' Day Recess
Nov. 19	Half Day K-12 Parent/Teacher Conf.
Nov. 26-28	Thanksgiving Recess
Dec. 9	Half Day K-12 Parent/Teacher Conf.
Dec. 22-Jan 2	HOLIDAY RECESS
Jan. 14	Early Release PK-12 Teacher workshops
Jan. 19	Martin Luther King, Jr. Day
Jan. 20-23	High School Regents Exams
Feb. 10	Early Release PK-12 Teacher workshops
Feb. 16-20	Winter Recess

March 11	Half Day K-12 Parent/Teacher Conf.
March 12	Half Day K-5 only Parent/Teacher Conf.
Mar. 20	Supt. Conf. Day
Mar. 30-Apr. 3	SPRING BREAK
May 5	Early Release PK-12 Teacher workshops
May 22	RESERVE DAY
May 22-25	Memorial Day Recess
Jun. 9-10	High School Regents Exams
Jun. 16	Last Day Classes Grades 7-12
Jun. 17-18	Half Day Grade 6 only
Jun. 17-25	High School Regents Exams
Jun. 18	Graduation
Jun. 19	Juneteenth No School
Jun. 22-25	Half Day PK-6 only
Jun. 26	Superintendent's Conference Day

SECTION 01 33 29.07
PROHIBITED CONTENT INSTALLER CERTIFICATION

PROJECT NAME: 2022 CAPITAL IMPROVEMENT PROJECT PHASE II; NO.: 2541-040.

USE OF THIS FORM

- 1.1 BECAUSE INSTALLERS ARE ALLOWED AND DIRECTED TO CHOOSE ACCESSORY MATERIALS SUITABLE FOR THE APPLICABLE INSTALLATION, THERE IS A POSSIBILITY THAT SUCH ACCESSORY MATERIALS MIGHT CONTAIN VOC CONTENT IN EXCESS OF THAT PERMITTED, ESPECIALLY WHERE SUCH MATERIALS HAVE NOT BEEN EXPLICITLY SPECIFIED.
- 1.2 CONTRACTOR IS REQUIRED TO OBTAIN AND SUBMIT THIS FORM FROM EACH INSTALLER OF WORK ON THIS PROJECT.
- 1.3 FOR EACH PRODUCT CATEGORY LISTED, CIRCLE THE CORRECT WORDS IN BRACKETS: EITHER [HAS] OR [HAS NOT].
- 1.4 IF ANY OF THESE ACCESSORY MATERIALS HAS BEEN USED, ATTACH TO THIS FORM PRODUCT DATA AND SDS SHEET FOR EACH SUCH PRODUCT.
- 1.5 VOC CONTENT RESTRICTIONS ARE SPECIFIED IN SECTION 01 61 16.

PRODUCT CERTIFICATION

- 2.1 I CERTIFY THAT THE INSTALLATION WORK OF MY FIRM ON THIS PROJECT:
 - A. [HAS] [HAS NOT] required the use of ADHESIVES.
 - B. [HAS] [HAS NOT] required the use of JOINT SEALANTS.
 - C. [HAS] [HAS NOT] required the use of PAINTS OR COATINGS.
 - D. [HAS] [HAS NOT] required the use of COMPOSITE WOOD or AGRIFIBER PRODUCTS.

2.2 ____ LIST OF PRODUCTS OF THESE TYPES THAT WERE USED IS ATTACHED, WITH MANUFACTURER AND BRAND NAME.

2.3 ____ PRODUCT DATA AND SDS SHEETS FOR THESE PRODUCTS:

- A. ____ Are attached.
- B. ____ Were submitted as normal submittals.
- C. ____ Were submitted as sustainable design submittals using the Material Content Form.

CERTIFIED BY: (INSTALLER/MANUFACTURER/SUPPLIER FIRM)

3.1 FIRM NAME: _____

3.2 PRINT NAME: _____

3.3 SIGNATURE: _____

3.4 TITLE: _____ (OFFICER OF COMPANY)

3.5 DATE: _____

END OF SECTION

SECTION 01 35 17
ALTERATION PROJECT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Requirements for protection of existing facilities.
- B. Demolition and removals.
- C. Cutting and Patching Requirements
- D. Hazardous materials procedures.

1.2 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements.
- B. Section 01 50 00 - Temporary Facilities and Controls.
- C. Section 07 84 00 - Firestopping.

1.3 SUBMITTALS

- A. Comply with requirements of Section 01 30 00 as modified below:
 - 1. Submit Samples of all materials used in patch to match work, specifically ceramic tile, quarry tile, terrazzo, grout, glazed block, ground face block, brick, faux finishes, fabrics, vct, carpet, stained finishes, and any other material deemed necessary by the Architect to ensure appropriate matching of existing finishes.
 - 2. Submit written explanation of "cutting and patching" procedures when construction means and methods deviate from standard industry practices. At a minimum provide the following:
 - a. Describe extent of cutting and patching, and methods to be used.
 - b. Products to be used.
 - c. Utilities that will be affected.
 - d. Details and Engineering calculations when structural members will be affected either by adding reinforcement or altering the structural member.

1.4 DEFINITIONS

- A. "Cutting and Patching" – The process of "opening up", or "exposing" new or existing construction to facilitate the coordination of work, the installation of new work, the testing or inspection of work or building components, and the subsequent "closing up" or "restoration" of affected area back to it's original condition.
 - 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, new and existing, required to restore surfaces to original conditions and maintain fire rated assemblies after installation of other work.

1.5 PROTECTION OF EXISTING FACILITIES

- A. Responsibilities of Each Prime Contractor

1. Provide and maintain protective measures required to prevent damage to existing facilities and to protect workmen and public, including protective construction required by applicable state and municipal laws, OSHA regulations, Contract Documents, site conditions, and as considered normal for operations involved in the work.
 - a. Construct protective measures of types and materials that provide required protection continuously.
 - b. Remove protective measure only when need for protection no longer exists.
 - c. Provide additional protection as directed by Construction Manager.
 2. Roof Protection: During operations on existing or newly-constructed roofs, provide protection for roof in work area in adjacent roof areas.
 - a. Where construction operations on roof require removal of existing roofing system, apply roof protection to roof areas adjacent to work area and to approved access routes to work area.
 - b. Where construction operations on roof do not required removal of existing roofing system, apply roof protection to all roof areas in work area and to approved access routes to work area.
 - c. Limit traffic on roof to protected areas.
 - d. Strictly comply with roof protection recommendations of agency, or agencies, holding bond, guarantee, or warranty in force for existing roof; however, if such recommendations are not available, provide minimum protection as follows:
 - 1) Minimum 1 layer of 1/2 inch exterior grade plywood laid over existing roof with 1 layer of 1/8 inch asphalt saturated protection board on top of plywood.
 - 2) On loose-laid elastic sheet roofing systems with stone ballast, remove existing ballast from area to receive protection, and apply minimum 6 mil. thick polyethylene sheeting over exposed membrane before laying plywood, unless otherwise recommended by roofing system manufacturer.
 - e. Where roofing is cut to permit new construction, provide temporary roofing, temporary curbs, temporary coverings, and similar measures to prevent entrance of water. Refer to Section 01 50 00 - Temporary Facilities and Controls. Remove minimum amount of existing roofing and insulation required to accomplish new construction.
- B. Damage to Existing Construction
1. Each Prime Contractor shall be responsible for damage to existing and newly installed construction caused by his, or his subcontractor's personnel and he shall repair, replace, or restore damaged construction immediately without additional cost to Owner.
 - a. If Prime Contractor fails to immediately make efforts to repair, replace, or restore damaged construction, Owner may, after due notice, accomplish required repair, restoration, or replacement in accordance with provisions in General Conditions.
 - b. Reimburse any other Prime Contractor for additional cost resulting from failures described above.
 - c. The Owner will make no additional payment to the Contractor for additional work resulting from failures described above.
 - d. When damage to existing facilities occur and Contractors do not admit to damage the Construction Manager will research to find responsible party. If party cannot be determined all trades will share the cost of appropriate repairs to return the damaged area to original condition.
 2. Provide work required to repair, reconstruct, or replace existing construction due to failure of protective measures provided or due to failure of Prime Contractor to provide adequate protective measures.
 - a. Coordinate all repair, replacement, or restoration activities through the Construction Manager.
 - b. Patch damaged surfaces and refinish to match existing surfaces as required or as directed by Construction Manager.

1.6 DEMOLITION AND REMOVALS

- A. Responsibility for Demolition and Removals
 - 1. Each Prime Contractor shall provide cutting and patching of existing surfaces disturbed by the work of their contract unless noted to be provided by another contract.
 - 2. Each Prime Contractor shall make provisions for removal, demolition, or disconnection of existing construction, equipment, and similar items as required for completion of his contract as shown in the Contract Documents, or encountered during the Project.
 - a. Coordinate requirements for removal, disconnection, or demolition with other Prime Contractors.
 - b. Remove all related items not shown or specified as required to complete removals shown on Drawings, including but not limited to insulation, hangers, supporting construction, and similar items. Consult Architect for instructions when such removals involve removal or cutting of structural components.
 - 3. Equipment removal:
 - a. Owner shall remove furniture and small loose equipment, unless otherwise specified. Review removals with Owner prior to beginning demolition and removals.
 - b. Prime Contractor requiring work shall remove, relocate, and reinstall existing equipment, built-in cabinets, casework, and similar items, including disconnection and capping of utility connections at existing location unless noted to be provided by others.
 - 1) Connection of utilities at new locations shall be by trade that would normally have installed the item.
 - 2) Comply with requirements for "Disposal of Removed Materials" below for equipment designated to be turned over to Owner.
 - c. All existing fixtures and equipment, regardless of their nature, scheduled for removal and reinstallation in current or new location, shall be thoroughly cleaned to the condition expected in a normal, commercial building cleaning and maintenance program, including incidental construction dust during storage, immediately prior to reinstallation. Such reinstalled fixtures and equipment shall further be subject to Final Cleaning Procedures outlined in other specification sections, prior to Substantial Completion.
- B. Verification of Conditions: Each Prime Contractor shall be responsible for visiting the site and building, studying the Drawings, making his own determination as to items and quantities of demolition and removal required, and including required demolition and removals in his bid.
 - 1. Additional payment will not be made on claims resulting from incomplete estimate of demolition or removals by Prime Contractor.
 - 2. Any definition of scope of demolition and removals within Contract Documents is intended to establish general limits and responsibilities for demolition and removal work.
 - a. Where details in Construction Documents indicate a typical situation requiring demolition or removals, consider such situation to apply to similar conditions throughout and make required demolition or removals.
 - b. Verify exact locations of existing piping shown on Drawings.
 - c. Check load bearing function of walls and partitions before starting removal.
- C. Concealed Conditions
 - 1. Where structural items, piping, conduit, or other items are exposed during demolition whose function is unknown, notify Architect and await instructions before proceeding with removal.
 - 2. Where exact locations of existing piping differs from locations shown on drawings, modify indicated connections, relocations, and deletions as required by project conditions, including necessary extensions with new piping to nearest approved point of connection.
- D. Safety: Carefully perform demolition and removals in such manner to insure safety in handling and to prevent damage to construction and materials indicated to remain.

1. Provide shoring, bracing, and other temporary measures as required to maintain safe conditions, including structural safety of building.
 2. Provide rigging, hoists, cutting equipment, and similar items required for demolition and removals.
- E. Removal of existing ceilings: where existing ceiling finish is scheduled for removal, include existing suspension system in suspended ceiling systems, existing gypsum backer boards in adhesive-applied acoustical tile installation, and other ceiling system components as applicable.
- F. Disposal of removed materials
1. Materials, fixtures, and equipment requested by Owner while still in place, or before removal from site, shall be left on site in location designated by Owner. Itemize in memorandum of transmittal, and obtain receipt from Construction Manager for all such items.
 2. Carefully remove and store in protected locked location items noted in contract documents and items designated to be turned over to Owner until they can be relocated and reinstalled.
 - a. Where storage in protected, locked location is not possible, provide proper protection against weather and damage by suitable temporary enclosures.
 - b. Items damaged or lost during removal or storage shall be replaced in kind and quantity, at expense of responsible prime contractor.
 3. Materials, fixtures, and equipment not designated to be reinstalled, relocated, or turned over to Owner and all waste materials and debris shall be promptly removed to dumpsters and legally disposed of.
 - a. Materials or fixtures suitable for re-use may be used in temporary structured or partitions only.
 - b. No removed materials, fixtures, or equipment items shall be reused in permanent structure, unless specified in contract documents.

1.7 CUTTING AND PATCHING

- A. Unless otherwise noted, each 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.
- 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 Architect:
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 Architect's observation.
- D. All Contractors shall bear 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 unreasonably withhold from the Owner or any separate Contractor, consent to cutting or otherwise altering the work.
- E. Provide equipment, labor, materials, and incidentals necessary for cutting and patching as required for the installation of new work.
- F. Prior to Cutting:

1. Provide shoring, bracing and support as required to maintain structural integrity of project. Contractor shall pay all cost of engineering associated with design of shoring system.
 2. Provide protection for materials on adjacent surfaces.
 3. Provide protection when work will be exposed to the elements.
 4. 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 Contractors working hours.
- G. 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.
- H. Cut back around removals to point where removal can be concealed with construction matching existing adjacent surfaces.
- I. Trim edges of cuts neatly and properly where cuts are to be left exposed or where replacement work is to be installed.
- J. Cap, plug, or otherwise seal disconnected items, openings, or devices.
- K. Each prime contractor is responsible for all expenses related to "cutting and patching" procedures required to complete the work of their contract.
- L. Do not cut and patch structural elements in a manner that would change their load bearing capacity or load - deflection ratio without first receiving approval from the Architect.
1. Specific items include:
 - a. Foundation construction.
 - b. Bearing and retaining walls.
 - c. Structural concrete.
 - d. Structural steel.
 - e. Lintels.
 - f. Timber and primary wood framing.
 - g. Structural decking.
 - h. Stair systems.
 - i. Miscellaneous structural metals.
 - j. Exterior curtain-wall construction.
 - k. Equipment supports.
 - l. Piping, ductwork, vessels, and equipment.
 - m. Structural systems of special construction.
- M. Do not cut and patch operating elements or related components that would result in reducing their capacity to perform as intended or increase maintenance or decrease operational life or safety.
1. Specific items include:
 - a. Primary operational systems and equipment.
 - b. Air or smoke barriers.
 - c. Water, moisture, or vapor barriers.
 - d. Membranes and flashings.
 - e. Fire protection systems.
 - f. Noise and vibration control elements and systems.
 - g. Control systems.
 - h. Communication systems.
 - i. Conveying systems.
 - j. Electrical wiring systems.

- N. Do not cut and patch construction that would, in the Architect's opinion reduce the buildings aesthetic qualities.
- O. Unless otherwise specified, provide patching materials to match adjacent materials in type, construction, installation, and detailing.
 - 1. Plaster: do not use plaster patching compounds containing asbestos.
 - 2. Ceramic tile/structural glazed tile: match existing color and pattern of existing tile units.
 - 3. Resilient floor tile: match thickness, color, and composition of existing tile units.
- P. Provide cutting and patching operations to ensure new work is flush with existing adjacent surfaces and terminations.
- Q. When finished surfaces are cut so that smooth transition with new work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect for review.
- R. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition; to Architect for review.
- S. Prepare substrates to receive new finish as required for proper application of new finish in accordance with new finish manufacturer's recommendations for existing conditions, including patching holes, leveling uneven surfaces, and similar work. Remove existing finishes where new wall, floor, or ceiling finishes are indicated.
- T. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective work and work not conforming to requirements of Contract Documents.
 - 4. Provide equipment, labor, materials and incidentals necessary for cutting and patching as required for the installation of new work.
 - 5. Remove samples of installed Work for testing.
 - 6. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- U. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.

1.8 EXECUTION

- A. Plaster - patch existing plaster surfaces as follows:
 - 1. Missing plaster or plaster damaged to extent removal is required:
 - a. Areas 20 sq. in. or less: apply plaster directly to substrate.
 - b. Areas more than 20 sq. in.: use metal lath and plaster system over substrate.
 - 2. Cracked plaster not requiring removal: clean / remove any loose plaster, apply new plaster directly over crack with fiber mesh tape. Complete finish to extend a minimum 6 inches on both sides of crack and minimum 6 inches beyond both ends of crack. match existing texture.
- B. Ceramic tile: match patterns and installation methods of existing tile.
- C. Ceilings: review revised ceiling patterns with Architect in field prior to removal of existing ceiling.
- D. Resilient flooring: clean mastic, dirt, and similar contaminants from substrate after removal of existing resilient flooring, and prepare substrate in accordance with recommendations of new flooring manufacturer.
 - 1. Where patching of existing resilient flooring constitutes more than 50 percent of existing floor surface in room, replace entire floor.

- E. Hard surface floor: remove hard surfaces to required depth for installation of new finish materials, and prepare substrate as recommended by new finish material manufacturer, including acid etch or similar method.
- F. Painting
 - 1. Where alteration work involves 1 or 2 walls in room or area, paint entire surface of only the walls involved in alteration.
 - 2. Where alteration work involves more than 2 walls in room or area, paint all walls in room or area, unless otherwise indicated.

1.9 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 Architect, 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.
- G. 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.
- H. Cut masonry and concrete materials using masonry saw or core drill.
- I. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- J. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- K. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00 - Firestopping, to full thickness of penetrated element.

1.10 HAZARDOUS MATERIALS PROCEDURES

- A. Hazardous materials: Each prime contractor is advised that if materials suspected to be lead, pcb, or to contain asbestos are encountered during construction, they shall immediately notify Owner and take precautions as required to avoid disturbing materials until directed by Owner.

PART 2 PRODUCTS

2.1 NOT USED.

PART 3 EXECUTION

3.1 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 area 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.
 - a. If two walls or more of a room are patched and painted, prepare and repaint the entire room - all wall surfaces.
- L. Patch, repair, or rehang existing ceiling as necessary to provide an even plane surface of uniform appearance.

3.2 CLEANING

- A. Daily cleaning of alteration areas of the building shall be the responsibility of each 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 bear 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 40 00 –
QUALITY CONTROL

1.0 PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Tolerances.
- C. References.
- D. Field Samples.
- E. Mock-up requirements.
- F. Testing and inspection services.
- G. Manufacturers' field services.
- H. Examination.
- I. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Construction Manager before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand

stresses, vibration, physical distortion or disfigurement.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Construction Manager before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Construction Manager before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Construction Manager and Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.5 FIELD SAMPLES

- A. Install field samples at the site as required by individual specification sections for review.
- B. Acceptable samples represent a high quality level for the Work.
- C. Where field sample is specified in individual sections to be removed, clear area after field sample has been accepted by Construction Manager.

1.6 MOCK-UP REQUIREMENTS

- A. Tests will be performed under provisions identified in respective product specification sections.

- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be comparison standard for remaining Work.
- D. Where mock-up has been accepted by Construction Manager and Architect/Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by Construction Manager.

1.7 TESTING AND INSPECTION SERVICES

- A. Owner will appoint, employ, and pay for services of an independent firm to perform testing and inspection.
- B. The independent firm will perform inspections, tests, and other services specified in individual specification Sections and as required by the Construction Manager.
- C. Reports will be submitted by the independent firm to the Construction Manager, in triplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Construction Manager and independent firm 48 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- F. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Construction Manager. Payment for re-testing will be charged to the Contractor by deducting inspection or testing charges from the Contract Sum/Price.
- G. Agency Responsibilities:
 - 1. Test samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Construction Manager and Contractor in performance of services.

3. Perform specified sampling and testing of products in accordance with specified standards.
 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 5. Promptly notify Construction Manager and Contractor of observed irregularities or non-conformance of Work or products.
 6. Perform additional tests required by Construction Manager.
 7. Attend preconstruction meetings and progress meetings.
- H. Agency Reports: After each test, promptly submit three (3) copies of report to Construction Manager and to Contractor. When requested by Construction Manager, provide interpretation of test results. Include the following:
1. Date issued.
 2. Project title and number.
 3. Name of inspector.
 4. Date and time of sampling or inspection.
 5. Identification of product and specifications section.
 6. Location in Project.
 7. Type of inspection or test.
 8. Date of test.
 9. Results of tests.
 10. Conformance with Contract Documents.
- I. Limits on Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency or laboratory may not approve or accept any portion of the Work.
 3. Agency or laboratory may not assume duties of Contractor.

4. Agency or laboratory has not authority to stop the Work.

1.8 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Construction Manager thirty (30) calendar days in advance of required observations. Observer subject to approval of Construction Manager.
- C. The manufacturer's representative shall be certified to be qualified in design, installation, and servicing of the product. Personnel involved only in sales do not qualify. The manufacturer's representative shall be available to assist and answer questions.
- D. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- E. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- F. Refer to Section 013300 – Submittal Procedures, Manufacturers' Field Reports article.

2.0 PART 2 – PRODUCTS – NOT USED

3.0 PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substrate in contact or bond.

END OF SECTION 01 40 00

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. References and standards.
- B. Testing and inspection agencies and services.
- C. Control of installation.
- D. Mock-ups.
- E. Tolerances.
- F. Manufacturers' field services.
- G. Defect Assessment.

1.2 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- B. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.3 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2019).
- B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2017.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2022a.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2019.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2021.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2021.
- G. ASTM E699 - Standard Specification for Agencies Involved in Testing, Quality Assurance, and Evaluating of Manufactured Building Components; 2016.
- H. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2021.

1.4 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.

- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.
- G. Definitions:
 - 1. General: Basic contract definitions are included in the Conditions of the Contract.
 - 2. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the reader locate the reference. Location is not limited.
 - 3. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
 - 4. "Approved": The term "approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
 - 5. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
 - 6. "Furnish": The term "furnish" means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
 - 7. "Install": The term "install" describes operations at the Project Site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
 - 8. Product: The term "product" refers to materials, systems and equipment.
 - 9. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
 - 10. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - a. The term "experienced," when used with the term "installer," means having a minimum of 5 previous projects similar in size and scope to this project, being familiar with the special requirements indicated, and having complied with requirements of authorities having jurisdiction.
 - b. Trades: Using terms such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trade persons of the corresponding generic name.
 - c. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
 - 1) This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to

interfere with local trade-union jurisdictional settlements and similar conventions.

11. "Project Site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction, with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
12. "Replace": Used herein as a term contraction and unless specifically noted means "remove existing and provide new".
13. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

H. Specification Format and Content Explanation:

1. Specification Format: These Specifications are organized into Divisions and Sections based on the CSI-04 -Division format and Master Format numbering system.
2. Specification Content: This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 - a. Specifying Methods: The techniques or methods of specifying to record requirements varies throughout text and may include "prescriptive", "open generic-descriptive", "compliance with standards", "performance", "proprietary" or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work.
 - b. Abbreviated Language: Language used in Specifications and other Contract Documents are abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated, as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
 - c. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
 - 1) The words "shall be" are implied where a colon (:) is used within a sentence or phrase.
 - d. Overlapping and Conflicting Requirements: Where compliance with two or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent is intended and will be enforced, unless specifically detailed language written into contract documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Architect for a decision before proceeding.
 - e. Minimum Quality/Quantity: In every instance, the quality level or quantity shown or specified is intended to be the minimum for the work to be performed or provided. Except as otherwise specifically indicated, the actual work may either comply exactly with the minimum (within specified tolerances), or may exceed that minimum (within reasonable limits). In complying with these requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of the requirements. Refer instances of uncertainty to the Architect for decisions before proceeding.
 - f. Specialists, Assignments: In certain instances, specification of text (requires or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the contractor has no choice or option. These requirements should not be interpreted so as to conflict with the

enforcement of building codes and similar regulations governing the work; they are also not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party of entity involved in a specific unit of work is recognized as "expert" for the indicated construction process or operation. Nevertheless, the final responsibility for fulfillment of the entire set of requirements remains with the Contractor.

3. Conflict: If there be conflicting variance between the Drawings and the Specifications, the provisions of the Specifications shall control. In case of conflict on the drawings between larger and small scale details and plans, the larger scale plans and details shall control.

I. Industry Standards:

1. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
2. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents.
3. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - a. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.

1.5 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Owner will employ and pay for services of an independent inspection agency and testing associated with such special inspections where required by Code.
 1. See Section 01 45 33 - Code-Required Special Inspections and Procedures.
- B. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing and inspection.
- C. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- D. Contractor Employed Agency:
 1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM E699, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.
 2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
 3. Laboratory Qualifications: Accredited by IAS according to IAS AC89.
 4. Laboratory: Authorized to operate in the State of New York.
 5. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.2 MOCK-UPS

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
- C. Integrated Exterior Mock-ups: Construct integrated exterior mock-up as indicated on drawings. Coordinate installation of exterior envelope materials and products as required in individual Specification Sections. Provide adequate supporting structure for mock-up materials as necessary.
- D. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- E. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- F. Obtain Architect's approval of mock-ups before starting work, fabrication, or construction.
- G. Architect will use accepted mock-ups as a comparison standard for the remaining Work.
- H. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

3.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.4 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

- B. Submit qualifications of observer to Architect 15 days in advance of required observations.
 - 1. Observer subject to approval of Architect.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.5 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 014100 - WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division I Specification Sections, apply to this Section.

1.2 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to locations shown on the drawings.
 - 2. Owner Occupancy: Allow for Owner occupancy of the entire site and building. The Owner's educational programs shall continue throughout the duration of construction.
 - 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees and emergency vehicles at all times. Do not use these areas for parking, storage of materials, dumpsters or equipment.
 - a. Schedule deliveries to minimize use of the driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
 - c. Contractor will be present during time of deliveries. Owner and Construction Manager will not accept or sign for deliveries.
- B. Use of Existing Building: Use of existing Building is not permitted.

1.3 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing buildings during entire construction period unless otherwise shown or noted on Phasing, Staging Plans or Construction Milestone Schedules. 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. No work unless approved prior to shall be scheduled while school is in session.
- B. Partial Owner Occupancy: Owner reserves the right to occupy and to place and install equipment in completed areas of all buildings, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
 - 3. Before partial Owner occupancy, mechanical, controls, building evacuation systems and electrical systems shall be fully operational, and required tests and inspections shall be

- successfully completed. On occupancy, Owner will provide, operate, and maintain mechanical and electrical systems serving occupied portions of building.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 41 00

SECTION 01 41 13
CODES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Building Code Standards

1.2 RELATED REQUIREMENTS

- A. Section 01 40 00 - Quality Requirements: References and Standards.

1.3 SUMMARY OF BUILDING CODE STANDARDS

- A. The design of this project conforms to all applicable provisions of, and Work shall be performed in accordance with the following:
 - 1. The New York State Uniform Fire Prevention and Building Code (the "Uniform Code"), comprised of the following Titles; including, but not limited to:
 - a. 2020 Building Code Of New York State (BCNYS).
 - b. 2020 Existing Building Code of New York State (EBCNYS).
 - c. 2020 Fire Code of New York State (FCNYS).
 - d. 2020 Fuel Gas Code of New York State (FGCNYS).
 - e. 2020 Mechanical Code of New York State (MCNYS).
 - f. 2020 Plumbing Code of New York State (PCNYS).
 - g. NFPA 70 - National Electric Code: Latest edition adopted by Authority Having Jurisdiction.
 - 2. The 2020 Energy Conservation Construction Code of New York State (ECCCNYS).
 - 3. The New York State Education Department (NYSED) Manual of Planning Standards:
 - a. Most recent edition adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. Where any reference is made within the Contract Documents to "applicable code" regarding the Design, Product, or Work of this project, applicable code shall be the appropriate code, herein referenced, current at time of contract document issuance.
- C. Should any reference be made to previously adopted codes, standards, or regulations contrary to the foregoing, the most current version adopted, at time of document issuance, shall govern.
- D. In the event of conflicting provisions between two referenced codes, standards, or regulations, the more stringent shall prevail.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01 45 33
CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Code-required special inspections.
- B. Submittals.

1.2 ABBREVIATIONS AND ACRONYMS

- A. AHJ: Authority having jurisdiction.
- B. NIST: National Institute of Standards and Technology.
- C. EOR: Engineer of Record.

1.3 DEFINITIONS

- A. Code or Building Code: ICC (IBC), International Building Code, Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements and specifically, Chapter 17 - Special Inspections and Tests.
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.
- C. NIST: National Institute of Standards and Technology.
- D. Special Inspection:
 - 1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved Contract Documents and the referenced standards.
 - 2. Special inspections are separate from and independent of tests and inspections conducted by Owner or Contractor for the purposes of quality assurance and contract administration.

1.4 SUMMARY OF REFERENCE STANDARDS

- A. Regulatory requirements applicable to special inspections are the following:
 - 1. Special Inspections and Structural Testing shall be in accordance with Chapter 17 of the 2020 Building Code of New York State.
 - a. Also in accordance with NYS Education Department Guideline for Special Inspections.
- B. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2021.
- C. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2021.
- D. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.5 GENERAL REQUIREMENTS

- A. The program of Special Inspection and Structural Testing is a Quality Assurance program intended to ensure that the work is performed in accordance with the Contract Documents.
- B. This specification section is intended to inform the Contractor of the Owner's quality assurance program and the extent of the Contractor's responsibilities. This specification section is also intended to notify the Special Inspector, Testing Laboratory, and other Agents of the Special Inspector of their requirements and responsibilities.
- C. The Special Inspector shall be the individual in charge of the Special Inspection program. The Special Inspector shall supervise and review the work of the Testing and Inspection Agents for each testing or Inspection task. The Special Inspector shall be a licensed Engineer in the State where the inspection and testing work is to be performed.

1.6 SUBMITTALS

- A. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency is required to:
 - 1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
 - 2. Identify Special Inspectors and Testing Agents.
 - 3. 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.
 - 4. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 - 5. Submit certification that Special Inspection Agency is acceptable to AHJ.
- B. Special Inspection Reports: After each special inspection, Special Inspector is required to submit a special inspection report within seven days. Copies of all special inspection reports shall be sent to Owner, Architect and the EOR.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of Special Inspector.
 - d. Date and time of special inspection. Include ambient weather conditions.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of special inspection, including applicable Reference Standard(s).
 - h. Date of special inspection.
 - i. Results of special inspection, indicating:
 - 1) Compliance with Contract Documents.
 - 2) Identification of discrepancies, if any, and indication that the Contractor was made aware of discrepancies.
 - 2. Any discrepancies from the Contract Documents found during a Special Inspection shall be immediately reported to the Contractor. If the discrepancies are not corrected, the Special Inspector shall notify the EOR and Code Enforcement Officer. Reports shall document all discrepancies identified and the corrective action taken.
- C. Interim Reports:
 - 1. The Special Inspector shall submit interim reports to the Code Enforcement Officer at the end of each week which include all inspections and test reports received that week. Copies shall be sent to the EOR, Architect, and Contractor.
 - 2. The Inspection and Testing Agents shall immediately notify the Special Inspector and the EOR by telephone or fax of any test results which fail to comply with the requirements of the Contract Documents.

- D. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the issuance of a Certificate of Use and Occupancy.
 - 1. The Final Report of Special Inspections will certify that all required inspections have been performed and will itemize any discrepancies that were not corrected or resolved.
- E. Fabricator Special Inspection Reports: After each special inspection of fabricated items at the Fabricator's facility, Special Inspector is required to submit a special inspection report within seven days. Copies of all special inspection reports shall be sent to Owner, Architect, EOR, Contractor, and the AHJ.
- F. Test Reports: After each test or inspection, promptly submit at least two copies of report; one to Architect and one to AHJ.

1.7 SPECIAL INSPECTION AGENCY

- A. Owner shall employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.
- B. Owner may employ services of an independent testing agency to perform additional testing and sampling associated with special inspections but not required by the building code.
- C. The Special Inspection Agency may employ and pay for services of an independent testing agency to perform testing and sampling associated with special inspections and required by the building code.
- D. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents or from implementing an effective Quality Control program. All work that is to be subjected to Special Inspections shall first be reviewed by the Contractor's quality control personnel.

1.8 QUALITY ASSURANCE

- A. Special Inspection Agency Qualifications:
 - 1. Independent firm specializing in performing testing and inspections of the type specified in this section.
 - 2. The Special Inspector shall be a licensed Professional Engineer or Structural Engineer who is approved by the Engineer of Record (EOR) and Code Enforcement Officer.
 - 3. The Special Inspector shall verify the qualifications of each Inspection and Testing Agent comply with Section 1704.2.1 - Special inspector qualifications, and shall provide documentation of each Agent to the Owner, Engineer of Record (EOR), and Code Enforcement Official.
 - 4. Special Inspections shall be performed by inspectors who are either licensed Professional Engineers (P.E.), Structural Engineers (S.E.), or Engineers-In-Training (EIT) with an education and background in structural engineering except as indicated below.
 - a. Special Inspections of soils and foundations may be performed by inspectors with an education and background in geotechnical engineering in lieu of a background in structural engineering.
 - b. Technicians performing sampling and testing of concrete shall be ACI certified Concrete Field Testing Technicians - Grade 1.
 - c. Inspectors performing inspections of concrete work such as inspections of concrete placement, batching, reinforcing placement, curing and protection, may be ACI certified Concrete Construction Inspectors or ICBO certified Reinforced Concrete Special Inspector in lieu of being a licensed P.E., S.E., or EIT.
 - d. Inspectors performing inspections of prestressed concrete work may be ICBO/BOCA/SBCCI certified Prestressed Concrete Special Inspector.
 - e. Inspectors performing inspections of masonry may be ICBO certified Structural Masonry Special Inspector.

- f. Technicians performing visual inspection of welding shall be AWS Certified Welding Inspectors or ICBO certified Structural Steel and Welding Special Inspectors, technicians performing non-destructive testing such as ultrasonic testing, radiographic testing, magnetic particle testing, or dye-penetrant testing shall be certified as an ASNT-TC Level II or Level III technician.
- g. Inspectors performing inspections of spray fireproofing shall be ICBO certified Spray-Applied Fireproofing Special Inspector.
- h. Technicians performing standard tests described by specific ASTM Standards shall have training in the performance of such tests and must be able to demonstrate either by oral or written examination competence for the test to be conducted. They shall be under the supervision of a licensed Professional Engineer and shall not be permitted to independently evaluate test results.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 SPECIAL INSPECTIONS AND TESTING

- A. The Code requires special inspections and testing of certain materials, components, assemblies, and connections used in constructing the project. Special inspections and testing will be performed in accordance with the Code.

3.2 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL

- A. Statement of Special Inspections:
 - 1. The Statement of Special Inspections will be prepared by the Engineer of Record (EOR). Refer to the attached forms.
 - 2. The Statement of Special Inspections shall be submitted with the application for Building Permit.
 - 3. Required inspections and tests are described in the attached Schedule of Special Inspections and in the individual Specification Sections for the items to be inspected or tested.

3.3 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES

- A. Special Inspection Agency shall:
 - 1. Notify the Contractor of their presence on the jobsite at the start of any required inspection or test.
 - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified reference standards.
 - 4. Ascertain compliance of materials and products with requirements of Contract Documents.
 - 5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
 - 6. Perform additional tests and inspections required by Architect.
 - 7. Submit reports of all tests or inspections specified.
- B. Limits on Special Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.

2. Agency may not approve or accept any portion of the work.
 3. Agency may not assume any duties of Contractor.
 4. Agency shall not have control over Contractor's means and methods of construction.
 5. Agency shall not be responsible for construction site safety.
 6. Agency has no authority to stop the work.
- C. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- D. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.4 CONTRACTOR DUTIES AND RESPONSIBILITIES

- A. Contractor Responsibilities, General:
1. Review the Statement of Special Inspections and shall be responsible for coordinating and scheduling inspections and tests.
 2. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.
 3. Cooperate with agency and laboratory personnel; provide access to latest set of approved documents at project site, to the work, to manufacturers' facilities, and to fabricators' facilities.
 - a. The Contractor shall provide adequate OSHA-compliant access for the Special Inspector and their Inspection and Testing Agents for them to perform their work. This includes access to pipe scaffolds, swing-stage scaffolds, and any other methods of accessing the work areas that the Contractor or its agents require to perform the work of the Contract.
 - b. The Contractor shall be solely responsible for construction site safety.
 4. Provide incidental labor and facilities:
 - a. To provide access to work to be tested or inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
 - c. To facilitate tests or inspections.
 - d. To provide storage and curing of test samples.
 5. Notify Architect and Testing Agency 48 hours prior to expected time for operations requiring testing or inspection services.
 - a. Un-inspected work that required inspection may be rejected solely on that basis.
 6. The Contractor shall acknowledge each item listed as a discrepancy by the Special Inspection program in writing to the Owner, Architect and Engineer. The acknowledgement shall identify whether or not the discrepancy has been corrected, is in compliance with the contract documents, and is ready for re-inspection.
 7. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 8. When special inspections are required at a material plant, the Contractor shall be responsible for the travel expenses of the Special Inspectors when the fabrication plant is not within 100 miles of the project.

3.5 ATTACHMENTS - SEE STATEMENT OF SPECIAL INSPECTION IMMEDIATELY FOLLOWING THIS SECTION

END OF SECTION

NYS Special Inspections						page 1 of 5	
STATEMENT OF SPECIAL INSPECTIONS AND TESTS As required by the 2020 Building Code of New York State (BCNYS) NYS EDUCATION DEPARTMENT, Office of Facilities Planning 89 Washington Avenue, Room 1060 EBA, Albany, NY 12234							
BCNYS § 1704.3 requires the project Design Professional to complete the Statement of Special Inspections and Tests. BCNYS § 1704.2.3 requires the applicant to submit the completed statement of special inspections and tests with the contract documents per BCNYS § 106.1 for issuance of a building permit. The following statement of special inspections represents the minimum inspections expected for fulfillment of contractual obligations.							
Project Title: 2022 Capital Improvement Project Phase 2							
School District: South Seneca CSD				Building: High School, Elementary School, Transportation Facility			
SED Project Number: 560501040001022, 560501040004024, 560501045014001				Project Address: 7263 Main St, Ovid, NY 14521			
Architect/Engineer: HUNT Engineers, Architects, Land Surveyors & Landscape Architect, D.P.C.							
Name of Person Completing this Statement: Bradley Sherman						Phone: (607) 358-1000	Date: 10/01/2025
Comments:							
INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)		CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
A.	Structural Steel						
1.	Material verification of high-strength bolts, nuts and washers.		X	Applicable ASTM Specifications. AISC 360 Section A3.3, N2	1705.2.1		
2.	Inspection of high-strength bolting.	X	X	AISC 360, Section N5.6	1705.2.1		
3.	Material verification of structural steel.		X	Applicable ASTM Specification. AISC 360 A3.1, N2	1705.2.1		
4.	Material verification of welding consumables.		X	Applicable AWS Specification. AISC 360 Section A3.5, N2	1705.2.1		
5.	Inspections of welding of structural steel.	X	X	AWS D1.1 AISC 360 N5.4 & 5.5	1705.2.1		
6.	Inspection of steel frame joint details at each connection.		X	AISC 360 N5.8	1705.2.1		
7.	Inspection of Galvanized Structural Steel Main Members		X	AISC 360 N5.7	1705.2.1		
B.	Cold Formed Steel Deck						
1.	Material Verification of Deck		X	SDI QA/QC SEC 6	1705.2.2		
2.	Inspection of Field Welding of Deck		X	SDI QA/QC SEC 6, AWS D1.3	1705.2.2		
3.	Inspection of Mechanical Fasteners.		X	SDI QA/QC SEC 6	1705.2.2		
4.	Inspection of location and installation compliance		X	SDI QA/QC SEC 6	1705.2.2		

NYS Special Inspections							page 2 of 5
INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)		CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
C.	Open Web Steel Joists & Joists Girders						
1.	End Condition - Welding or Bolted.		X	SJI 100, SJI 200	1705.2.3		
2.	Bridging - Horizontal or Diagonal.		X	SJI 100, SJI 200	1705.2.3		
D.	Concrete Construction						
1.	Inspection of reinforcing steel, including prestressing tendons, and verify placement.		X	ACI 318:CH20, 25.2, 25.3, 26.6.1-26.6.3	1705.3 1908.4	✓	
2.	Inspection of reinforcing steel welding.	X	X	AWS D1.4; ACI 318: 26.6.4	1705.3 1705.3.1	✓	
3.	Inspection of anchors cast in concrete.		X	ACI 318 17.8.2; AISC 360 N5.7	1705.3 1705.2.1	✓	
4.	Inspection of post installed mechanical and adhesive anchors.	X	X	ACI 318 17.8.2.4 ACI 318 17.8.2	1705.3	✓	
5.	Verify use of required design mix.		X	ACI 318: CH19, 26.4.3, 26.4.4	1705.3 1904.1 1904.2 1908.2 1908.3	✓	
6.	Sampling fresh concrete; slump, air content, temperature, strength test specimens.	X		ASTM C 172, C 31; ACI 318: 26.5, 26.12	1705.3 1908.10	✓	
7.	Inspection of concrete placement and shotcrete placement for proper application techniques.	X		ACI 318: 26.5	1705.3 1908.6 1908.7 1908.8	✓	
8.	Inspection for maintenance of specific curing temperature and techniques.		X	ACI 318: 26.5.3-26.5.5	1705.3 1908.9	✓	
9.	Inspection of prestressed concrete.	X		ACI 318: 26.10	1705.3		
10.	Inspection of the erection of precast concrete members.		X	ACI 318: 26.9	1705.3		
11.	Verification of in-situ concrete strength prior to removal of shores and forms from beams and slabs, and prior to stressing of tendons.		X	ACI 318: 26.11.2	1705.3	✓	
12.	Inspection of formwork for concrete member being formed.		X	ACI 318: 26.11.1.2 (b)	1705.3	✓	

Inspection Task			Frequency		BCNYS REFERENCE	CHECK IF REQUIRED	Reference Standard for Criteria	
			CONTINUOUS	PERIODIC			TMS 402	TMS 602
E.	Masonry Construction							
	B=	Level B inspection required for building Risk Categories I, II, & III			1705.4		TMS 402	TMS 602
	C=	Level C inspection required for building Risk Category IV			1705.4		TMS 402	TMS 602
1.		Verify compliance with the approved submittals.		B & C	1705.4			Art. 1.5
2.		Verify that the following are in compliance.						
	a.	Proportions of site-mixed mortar, grout, and prestressing grout for bonded tendons.		B & C	1705.4			Art 2.1, 2.6 A, 2.6 B, 2.6 C, 2.4 G.1.b
	b.	Grade, type, and size of reinforcement and anchor bolts, and prestressing tendons and anchorages.		B & C	1705.4		Sec. 6.1	Art. 2.4, 3.4
	c.	Placement of masonry units and construction of mortar joints.		B & C	1705.4			Art. 3.3 B
	d.	Location and placement of reinforcement, connectors, and prestressing tendons and anchorages.	C	B	1705.4		Sec. 6.1, 6.2.1, 6.2.6, 6.2.7	Art. 3.2 E, 3.4, 3.6 A
	e.	Grout space prior to grouting.	C	B	1705.4			Art. 3.2 D, 3.2 F
	f.	Placement of grout and prestressing grout for bonded tendons.	B & C		1705.4			Art. 3.5, 3.6 C
	g.	Size and location of structural elements.		B & C	1705.4			Art. 3.3 F
	h.	Type, size, and location of anchors including other details of anchorage of masonry to structural members, frames, or other construction.	C	B	1705.4		Sec. 1.2.1(e), 6.1.4.3, 6.2.1	
	i.	Welding of reinforcement.	B & C		1705.4		Sec. 8.1.6.7.2, 9.3.3.4(c), 11.3.3.4(b)	

Inspection Task			Frequency		BCNYS REFERENCE	CHECK IF REQUIRED	Reference Standard for Criteria	
			CONTINUOUS	PERIODIC			TMS 402/ACI 530/ASCE 5	TMS 602/ACI 530.1/ASCE 6
	j.	Preparation, construction, and protection of masonry during cold weather (below 40°F(4.4°C)) or hot weather (above 90°F (32.2°C)).		B & C	1705.4			Art. 1.8 C, 1.8 D
	k.	Prestressing technique Application and measurement or prestressing force.	B & C	B	1705.4			Art. 3.6 B
	l.	Placement of AAC masonry units and construction of thin mortar joints.	B & C	B	1705.4			Art. 3.3 B9, 3.3 F.1.b
	m.	Properties of thin-bed mortar for AAC masonry.	B & C	B	1705.4			Art. 2.1 C.1
3.		Observe preparation of grout specimens, mortar specimens, and/or prisms.	C	B	1705.4			Art. 1.4 B.2.a.3, 1.4 B.2.b.3, 1.4 B.2.c.3, 1.4 B.3, 1.4 B.4

NYS Special Inspections							page 5 of 5
INSPECTION AND TESTING (Continuous & Periodic is as Defined by the BCNYS)		CONTINUOUS	PERIODIC	REFERENCE STANDARD	BCNYS REFERENCE	CHECK IF REQUIRED	IDENTIFY SPEC SECTION AND PROVIDE CLARIFYING NOTES IF NECESSARY
F.	Wood Construction						
1.	Fabrication process of prefabricated wood structural elements and assemblies.	X			1705.5 1704.2.5		
2.	High-load diaphragms designed in accordance with Section 2306.2.	X			1705.5.1 1704.2		
3.	Metal plate connected wood trusses spanning 60' or more	X			1705.5.2	✓	
G.	Soils	X	X		1705.6		
H.	Driven Deep Foundations	X			1705.7		
I.	Cast-in-Place Deep Foundations	X			1705.8		
J.	Helical Pile Foundations	X			1705.9		
K.	Fabricated Items	X			1705.10 1704.2.5		
L.	Sprayed Fire-Resistant Materials				1705.14 1705.14.2 1705.14.3 1705.14.4 1705.14.5 1705.14.6		
M.	Mastic and Instumescent Fire-Resistant Coatings			AWCI 12-B	1705.15		
N.	Exterior Insulation and Finish Systems (EIFS)				1705.16		
O.	Fire-Resistant Penetrations & Joints. Risk category III & IV				1705.17		
P.	Smoke Control				1705.18		
Q.	Special Inspections for Wind Resistance				1705.11 1704.2		
R.	Special Inspections for Seismic Resistance				1705.12 1704.2		
S.	Structural Testing for Seismic Resistance				1705.13 1704.2		
T.	In-Situ Load Tests				1708		
X.	Preconstruction Load Tests				1709		
Y.	Other -See spec 01 41 00						

Final Report of Special Inspections

Agent's Final Report

Project: *2022 Capital Improvement Project Phase 2*

Agent:

Special Inspector:

To the best of my information, knowledge and belief, the Special Inspections or testing required for this project, and designated for this Agent in the *Statement of Special Inspections* submitted for permit, have been performed and all discovered discrepancies have been reported and resolved other than the following:

Comments:

(Attach continuation sheets if required to complete the description of corrections.)

Respectfully submitted,
Agent of the Special Inspector

(Type or print name)

Signature

Date

*Licensed Professional Seal or
Certification*

SECTION 01 50 00
TEMPORARY FACILITIES & CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. AIA A232-2009, "The General Conditions of the Contract for Construction", The American Institute of Architects. Articles 01 thru 15 are bound and are hereby made a part of the Specifications and shall apply to Prime Contractors and their Subcontractors, unless otherwise specified.
- C. Section 01 12 00, "Multi-Contract Summary".

1.2 SUMMARY

- A. This Section specifies requirements for temporary services and facilities, including temporary utilities and controls, construction and support facilities, & security and protection.
- B. This section applies to Prime Contractors and their subcontractors. Provide all temporary facilities (listed herein or not) required to complete Contract Work. All items included herein shall be provided by each Prime Contractor, unless specifically noted otherwise.
- C. Temporary utilities required include, but are not limited to, the following:
 - 1. Water service and distribution
 - 2. Temporary electric power and light
 - 3. Temporary staging
 - 4. Telephone service
- D. Temporary construction and support facilities required include, but are not limited to, the following:
 - 1. Field offices and storage sheds
 - 2. Sanitary facilities, including drinking water
 - 3. Temporary heating and ventilation
 - 4. Weather Protection
 - 5. Temporary project identification signs and bulletin boards
 - 6. Cleanup and waste disposal services
 - 7. Construction aids and miscellaneous services and facilities
 - 8. Temporary Site Entrance, Parking, and Staging Areas

- 9. Hoists and temporary elevator use
- E. Security and protection facilities required include, but are not limited to, the following:
 - 1. Temporary fire protection.
 - 2. Barricades, warning signs, and lights / temporary fence
 - 3. Environmental protection including storm water control, and tree / plant protection
 - 4. Rodent and pest control
- F. Related Sections include the following:
 - 1. Division 01 Section "Submittals" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 2. Division 02 thru 31 sections for temporary heat, ventilation, and humidity requirements for products in those sections.

1.3 DIVISION OF RESPONSIBILITIES

- A. General: These Specifications assign each Prime Contractor specific responsibilities for certain temporary facilities used by other Prime Contractors and other entities at the site. The General Trades Contractor is responsible for providing temporary facilities and controls that are not normal construction activities of other Prime Contractors and are not specifically assigned otherwise by the Architect or Construction Manager.
- B. Each Prime Contractor is responsible for the following:
 - 1. See attached Site Safety & Logistics Plan for additional information.
 - 2. Installation, operation, maintenance, and removal of each temporary facility considered as its own normal construction activity, as well as the costs and use charges associated with each facility.
 - 3. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
 - 4. Its own storage and fabrication sheds.
 - 5. Hoisting requirements, including hoisting loads in excess of 2 tons, hoisting material or equipment into spaces below grade, and hoisting requirements outside the building enclosure.
 - 6. Collection and disposal of its own hazardous, dangerous, unsanitary, or other harmful waste material.
 - 7. Secure lockup of its own tools, materials, and equipment.
 - 8. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
 - 9. Clean up to dumpsters and legal disposal of all debris.
 - 10. Firearms, tobacco products, pornography, drugs, and alcohol are strictly forbidden. Anyone caught in possession of any of these items is subject to immediate and permanent dismissal from the project.

1.4 USE CHARGES

- A. General: Unless noted otherwise, cost or use charges for temporary facilities are not chargeable to the Owner or the Architect or the Construction Manager. The Architect or Construction Manager will not accept a Prime Contractor's cost or use charges for temporary services or facilities as a basis of claim for an adjustment in the Contract Sum or the Contract Time.
- B. Water Service: Use water from the Owner's existing water system without metering and without payment of use charges. The Owner shall designate access to water. Each contractor should be responsible for their own need of temporary water.
- C. Electric Power Service: The Electrical Contractor is to provide a temporary power and lighting system in order to complete all project work. Electricity from the Owner's existing electrical system is available for use without metering and without payment of use charges. If unable to use existing electrical system, then the Electrical Contractor shall pay all charges, costs, and expenses associated with the installation, removal, and restoration of the temporary and permanent electrical services including metering equipment until substantial contract work is completed. Energy costs will be borne by the Owner, other than where otherwise indicated.
 - 1. In the event where Primary and/or Secondary Building Power Service will be interrupted during building wide shut downs, Electrical Contractor is to provide temporary generator sized adequately to maintain building life safety/fire alarm system, well pump, sump pump, lights and power to maintain construction activities.
- D. Other entities using temporary services and facilities include, but are not limited to, the following:
 - 1. The Construction Manager
 - 2. Other Prime Contractors and subcontractors
 - 3. The Owner's work forces
 - 4. Occupants of the Project
 - 5. The Architect, Engineers, or other Design Consultants
 - 6. Testing or inspection agencies
 - 7. Personnel of government agencies

1.5 SUBMITTALS

- A. Temporary Facilities: Each Prime Contractor shall submit a plan for the implementation of all temporary facilities and utilities for the project.
- B. Each Prime Contractor shall immediately apply to local, town, or the utility company, for necessary permits and services and pay all fees as may be required.

- C. Each Prime Contractor shall submit a detailed plan for temporary facilities to the Construction Manager, Architect, and Owner.
- D. Each Prime Contractor shall submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities to the Construction Manager.
- E. Implementation and Termination Schedule: Within fifteen (15) days of the date established for submittal of the Contractor's Construction Schedule, each Prime Contractor shall submit a schedule indicating implementation and termination of each temporary utility for which the Contractor is responsible.

1.6 QUALITY ASSURANCE

- A. Regulation: Each Prime Contractor shall comply with industry standards and with applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
 - 1. OSHA regulations
 - 2. Building Code requirements
 - 3. State Education Department
 - 4. Health and safety regulations
 - 5. Utility company regulations
 - 6. Police, Fire Department and Rescue Squad rules
 - 7. Environmental protection regulations
- B. Standards: Each Prime Contractor shall comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
 - 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdictions but merely to assign responsibility to a Prime Contractor.
 - 2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits and pay all associated fees. Submit a copy of all certification and permits to the Construction Manager.

1.7 PROJECT CONDITIONS

- A. Conditions of Use: Each Prime Contractor shall keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner and repair any damages without delay. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.
- B. Damages: Contractor shall provide for repair of damages caused by use of their temporary facilities. Walks, pavements, curbs, interior finishes, and any other existing surface that are broken, damaged, settled or otherwise defective, as a result of receiving, handling, or storage of materials or the performance of work for this project shall be fully restored at the expense of the Prime Contractor whose operations or employees caused the damage.
- D. Changes: Check for Alternates and other possible changes in the work that might affect work and materials of this section.
- E. Temporary Use of Permanent Facilities: The District reserves the right, in the best interest of the project, to utilize permanent building components as temporary methods to continue the construction process. Not unlike other components of the project, upon installation, the permanent components become the property of the District and shall not be controlled by any one Contractor. The Installer of each permanent service shall assume responsibility for its operation, maintenance, and protection during use as a construction facility prior to the Owner's acceptance, regardless of previously assigned responsibilities, without voiding any warranty / guarantee.
- F. Parking: For Prime Contractors and their employees, parking shall be only in areas approved by the Owner or Construction Manager.
- G. Use of Site: Prime Contractors shall limit use of site access, parking and storage of materials to those areas approved by Owner and Construction Manager. Materials shall be brought into the buildings / debris brought out of the buildings only by routes approved by Owner and Construction Manager.
- H. Execution of work by individual trades shall be coordinated with the master schedule. Contractors shall coordinate the release of materials and equipment and schedule labor to meet all milestone dates. Each contractor shall be required to provide temporary materials and equipment as well as the labor associated with the installation to allow District occupancy and use of spaces as scheduled if permanent materials / equipment are not available. Temporary materials and equipment are subject to District approvals.

1.8 STAGING AREAS AND BUILDING ACCESS

- A. A temporary staging area will be provided at the Site with the Owner and Construction Manager's approval. All Prime Contractors shall share and utilize this area for staging. The General Trades Contractor is responsible for providing temporary fencing around the staging area, as well as a locking gate. The General Trades Contractor will provide padlock key access to all Prime Contractors, as well as the Construction Manager and Owner Representatives.
- B. No dumpster, materials staging, parking, etc. may be within 20 feet of any District building or structure on all sides. This also includes designated fire or emergency vehicle lanes, without permission from Owner or Construction Manager.
- C. Contractor's personnel shall not be allowed access to any other part of the District property / buildings other than the immediate construction area, except by special arrangement with Owner or Construction Manager.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Each Prime Contractor shall provide new materials. If acceptable to the Architect, undamaged, previously used materials in serviceable condition may be used. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry."
 - 1. For job-built temporary offices, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.
 - 2. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sizes and thickness indicated.
 - 3. For fences and vision barriers, provide minimum 3/8-inch- (9.5-mm-) thick exterior plywood, unless indicated otherwise in the Contract Documents.
- C. Gypsum Wallboard: Provide gypsum wallboard on interior walls of temporary offices.
- D. Roofing Materials: Provide UL Class A standard-weight asphalt shingles or UL Class C mineral-surfaced roll roofing on roofs of job-built temporary offices, shops, and sheds.
- E. Paint: Comply with requirements of Division 9 Section "Painting."
 - 1. For job-built temporary offices, shops, sheds, fences, and other exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.
 - 2. For sign panels and applied graphics, provide exterior-grade gloss enamel over exterior primer.

3. For interior walls of temporary offices, provide 2 coats interior latex-flat wall paint.
- F. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
 - G. Water: Provide portable bottled water approved by local health authorities.
 - H. Construction Fencing: Provide 0.12-inch- (3-mm-) thick, galvanized 2-inch (50-mm) chain link fabric fencing 6 feet (2 m) high with galvanized barbed-wire top strand and galvanized steel pipe posts, 1-1/2 inches (38 mm) I.D. for line posts and 2-1/2 inches (64 mm) I.D. for corner posts. Hinges must be welded. Provide lockable gates, sizes as indicated on the drawings, or as directed by the Construction Manager. The construction fencing gates must be maintained at all times by the General Trades Contractor, and they must be straight and square per the discretion of the Construction Manager.
 - I. Safety Fencing: All Prime Contractors are to provide orange plastic safety fencing with a 10 gauge wire between posts to prevent any sagging as needed, for the work of their Contract. The Construction Manager can also request that safety fencing be installed by any Prime Contractor at any time throughout the course of the project as his sole discretion. Any open holes or trenches must have double orange fencing installed around them at all times.

2.2 EQUIPMENT

- A. General: Each Prime Contractor shall provide new equipment. If acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended, where and if required.
- B. Water Hoses: Provide 3/4-inch (19-mm) heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet (30 m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. 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.
- D. Electrical Power Cords: Provide grounded extension cords. Use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio. All power cords in use must also be equipped with a Ground Fault Circuit Interrupter (GFCI) at all times. All extension cords, GFCIs, gang plugs, etc. need to be labeled with the Contractor's name clearly indicated.

- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- G. 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.
- I. Temporary Toilet Units: The General Contractor shall provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. A minimum of two Temporary Toilets shall be provided, and additional units shall be provided if requested by Construction Manager.
- J. First Aid Supplies: Comply with governing regulations.
- K. Drinking Water Fixtures: Containerized, tap-dispenser, bottled water drinking water units, including paper cup supply.
- L. Storage and Fabrication Sheds: Each Prime Contractor shall provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations. Storage of combustible materials must be apart from the building.

PART 3 - EXECUTION

3.1 PROTECTION OF BUILDING OCCUPANTS

- A. Uniform Safety Standards for School Construction and Maintenance projects: (refer to section 01 10 00 and 01 50 00 for designation of specific responsibilities associated with the following standards):
 - 1. The occupied portion of any building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.
 - 2. Provide documentation that all school areas to be disturbed during renovation or demolition have been or will be tested for lead and asbestos. Note: The project folder should contain a letter regarding the presence of asbestos.
 - 3. The following are general safety and security standards for construction projects:

- a. All construction materials shall be stored in a safe and secure manner.
 - b. Fences around construction supplies or debris shall be maintained.
 - c. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
 - d. 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.
 - e. Workers shall be required to wear photo identification badges at all times for identification and security purposes while working at occupied sites.
4. Separation of construction areas from occupied spaces. Construction areas 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 infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
 - a. 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.
 - b. All parts of the building affected by renovation activity shall be cleaned at the close of each workday. All buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times when classes are in session.
5. The General Trades Contractor shall provide a plan detailing how exiting required by the applicable building code will be maintained at all sites.
6. The General Trades Contractor shall provide a plan detailing how adequate ventilation will be maintained during construction at all sites.
7. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces, otherwise, Work shall be scheduled for times when the building or affected building spaces are not occupied, or acoustical abatement measures shall be taken.
8. Each Prime Contractor shall be responsible for the control of chemical fumes, gases, and other contaminants 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. All diesel engines shall be equipped with catalytic converters to minimize smoke and fumes. If negative air systems are required to accomplish this then they must be employed.
9. Each Prime 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.
10. Large and small asbestos projects as defined by 12NYCRR56 shall not be performed while the building is occupied. It is New York State interpretation that the term "building" as referenced in this section means a wing or major section of a building that can be completely isolated from the rest of the building with sealed non-combustible 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. If so isolated and unoccupied, the abatement project may proceed in the building. The General Trades Contractor is responsible for all asbestos abatement work on the project.
 11. 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 the bussing schedule and daily activities of the District staff are not disrupted by the work.
 12. 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 and EPA and OSHA regulations. Lead-based Paint abatement is the responsibility of the General Trades Contractor.
 13. The Site Contractor shall maintain clean roadways and parking areas at the site. The Site Contractor shall provide a water truck and street sweeper as necessary. The Prime Contractor receiving the delivery shall provide all traffic control devices, signage and flag-person required for deliveries occurring onsite. Each Prime Contractor must notify the Construction Manager 48hrs in advance of deliveries that would require coordination with the other Prime Contractors or Owner. If adequate notice is not given, the Construction Manager can mandate a rescheduling of delivery.

3.2 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate as directed by the Construction Manager. Modify facilities as required at no additional cost to the Owner.
- B. Each Prime Contractor shall provide each facility ready for use when needed to avoid delay to the Project. Maintain, modify and relocate as required at no addition cost. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

- C. Lifts and Hoists: Each Prime Contractor shall provide approved facilities for hoisting materials, equipment and employees in advancement of the Project. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and not temporary facilities.
- D. Shoring: Each Prime Contractor shall provide all shoring necessary for their own work and the advancement of the Project. The work shall comply with all safety laws and be constructed so as not to interfere with other work. Coordinate with all other Contracts.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service if necessary and applicable. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
 - 1. Arrange with the company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.

3.4 WATER SERVICE

- A. If temporary water service is required, the Plumbing Contractor shall make arrangements to provide temporary water connection(s) to the existing water supply. Provide backflow prevention device and header for other Primes to connect to. The cost of the water supply shall be borne by the Owner.
- B. Prime Contracts and subcontractors requiring water shall provide their own hoses and connections to the temporary header supplied by the Plumbing Contractor.
- C. Remove from premises all temporary lines, hose, etc., on completion of the Work or as otherwise directed by Owner or Construction Manager.
- D. Each Contractor shall provide and maintain temporary water service for all, including water distribution piping and hose bibs on sites, as required throughout the construction period. All users shall provide their own hoses from hose bibs to points of need, but shall practice prudent conservation.
- E. Exterior dust control, erosion control, and SWPPP construction and maintenance is the responsibility of the Site Contractor throughout construction at all sites, including the supply of water used for exterior dust control and pay all fees associated.

- F. Interior Dust Control: All Prime Contractors are responsible to perform their work utilizing OSHA approved dust control measures and clean-up methods. The General Trades Contractor shall provide indoor air quality management including but not limited to Hepa Air Filters within work areas sized and quantity sufficient to maintain proper air quality.

3.5 TEMPORARY ELECTRIC SERVICE

- A. The Electrical Contractor shall provide and maintain a complete temporary electric service at all building sites consisting of main power hook-up, power service to Prime Contractor field offices, staging areas, and work areas in new construction, additions and renovation areas, panel boards, switchboards, temporary lighting for site and renovations and new buildings, temporary heating & ventilation, temporary equipment, and branch circuit wiring. The staging areas and building construction and renovation will require separate services. Services for each area shall be minimum 400 amp, 3-phase, unless otherwise authorized by the Construction Manager. Temporary service shall be operational seven (7) days a week, 24 hours per day, maintained during all work periods, and shall comply with all codes and regulations. System shall be modified as required or as directed by the Construction Manager as work progresses. The Electrical Contractor will perform the connection and disconnection of the power feed from the Construction Manager's field office, and the installation and removal of all wiring etc associated with this work.
- B. The Electrical Contractor shall provide service(s) sized sufficiently for building construction, sitework, and office trailer locations.
- C. The Electrical Contractor can use Owner existing power supply to support temporary lighting needs throughout construction. If Owner used power / panels is not possible, then the Electrical Contractor shall pay all charges, costs, and expenses associated with the installation, removal, and restoration of the temporary and permanent electrical services including metering equipment as required.
- D. Each Contractor shall provide his own extension lines, and other equipment. Welding equipment shall run from generator trucks.
- E. Each Contractor shall install and maintain any temporary wiring clear of normal traffic flow and out of the way of the General Construction Work.
- F. All temporary electrical systems shall, as a minimum, conform to OSHA Standards. Temporary lighting is to be provided by the Electrical Contractor at all building sites. Temporary lighting shall be controlled with local switching that provides adequate illumination for construction operations and traffic conditions. The Electrical Contractor must maintain minimum light levels in all building work.

- G. Branch circuit power distribution shall include four (4) duplex outlets per column, with separate circuits for each column. Duplex outlet locations shall be located no more than fifty (50) feet from each other, with sufficient ground fault over current protection on each circuit.
- H. The Electrical Contractor shall install exterior-yard lighting that will provide adequate illumination for construction operations, traffic conditions, and signage visibility when the Work is being performed. Security lighting for building exteriors, staging areas, and field office areas shall be continuously operational and maintained.
- I. The Electrical Contractor shall provide temporary power and data connections between all power, heating equipment, life safety, and communication systems as necessary to maintain District occupancy. Provide for continuous operation of the building fire alarm system(s), whether temporary or permanent.
- J. The Electrical Contractor shall provide temporary power, feeds, connections, and equipment to provide both temporary and permanent orientations of generators and transformers and power distribution equipment throughout the duration of the project to accommodate the phasing plans.
- K. The Electrical Contractor shall provide, connect, maintain and remove power to one (1) temporary field office for each Prime Contractor. Each Prime Contractor will be allowed use of energy, including heat (shall include night setbacks). Cost of energy will be borne by the Owner. If abused, power from the temporary service will be disconnected from that trailer.
- L. The Electrical Contractor shall erect poles sufficiently safe to support site power and telephone service to buildings and trailers. All installations shall conform to the strictest standards. The Electrical Contractor shall remove poles upon completion of the Work or if directed to by Owner or Construction Manager.
- M. Each prime contractor will be responsible for their own phone service through the duration of the project.
- N. The use of the Districts Phone system is strictly prohibited.

3.6 TEMPORARY SANITARY FACILITIES

- A. The General Trades Contractor shall provide temporary portable chemical toilet facilities for use of all Prime Contractor's construction personnel, to meet O.S.H.A. standards, and shall maintain, service and clean these facilities for the duration of the project. The portable toilets must be set on a leveled stone base, bordered with pressure treated 4" x 4" lumber. The CM can direct the General Trades Contractor to relocate or add temporary portable chemical toilet facilities at any time throughout the course of the project.

- B. Provide at least one unit for each twelve (12) personnel on site.
- C. Provide separate, well-identified, facilities for female personnel only.
- D. Location of units to be field coordinated with the Construction Manager.
- E. Provide and maintain all units in a clean and sanitary condition. At the minimum, clean on a weekly basis, and more often as necessary. Provide all toilet supplies as required including toilet paper, soap, paper towels, and waste receptors (Hand sanitizer can be substituted for soap and paper towels).

3.7 TEMPORARY HEATING / COOLING / VENTILATION

- A. The General Trades Contractor shall provide indoor air quality management.
 - 1. Provide a negative air exhaust air system for all project areas that will eliminate fumes, VOC's off-gases, gases, dusts, mists, or other emissions.
 - 2. Temporary building exhaust shall terminate at the building exterior.
 - 3. Provide air seals to prevent migration of airborne contaminants from unoccupied areas to occupied areas.
 - 4. Exhaust air system 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 and odors and area has been ventilated to remove all detectable traces of odors and fumes.
 - 5. Maintain minimum twenty-five (25) feet of clearance from all temporary exhaust outlets to all active building areas.
- B. The General Trades Contractor is responsible for providing any necessary temporary heating / dehumidification in construction renovation spaces.
 - 1. The General Trades Contractor shall provide a complete heating system and connection for temporary heat. As the renovation areas become enclosed, either temporary or permanent, the General Trades Contractor shall provide temporary heat as necessary to continue any and all construction work at properly heated conditions in the buildings, including areas of renovations / reconstruction. The means and methods shall be as field determined for all areas of all buildings and will be strictly enforced throughout the active construction year.
 - 2. The General Trades Contractor shall be responsible for all dehumidification for application of finishes to maintain construction schedules and meet minimum manufacturer's requirements.
 - 3. The General Trades Contractor shall provide all necessary flooring sealers or membranes to ensure the flooring systems can be applied if dehumidification does not provide the environment required to apply flooring in a timely fashion.
 - 4. The General Trades Contractor shall provide any and all temporary enclosures necessary to close in sections of the building, unless otherwise noted. The General Trades

Contractor will be responsible for any and all areas of the building that will be temporarily exposed to the elements. Such temporary enclosures will need to be made weather tight from the floor to the existing deck. Any existing openings will need to be sealed from moisture and wind gusts while maintaining egress through this space.

5. The minimum maintained temperature in any work area shall be 65 degrees Fahrenheit.
6. The General Trades Contractor shall be responsible for all gas fees and the cost of gas fuel consumed for the temporary heating, until such time as permanent units can be used for heating purposes, as determined by Construction Manager.
7. Specific areas requiring heat for performance of work, (i.e. concrete, masonry, roofing, fireproofing, flooring, etc.), shall be provided by the Prime Contractor requiring the heat. Each Contractor shall include all costs for the heat inclusive of equipment and all other cost until the building is temporarily or permanently enclosed.
8. The General Trades Contractor shall furnish to the Electrical Contractor for installation all required breakers, disconnect switches, feeders, thermostats, and wiring as required to provide power and control to the temporary heating units.
9. Temporary heating units utilizing natural gas, fuel oil, diesel, propane, or kerosene as an energy source shall not be used in the building without pre-approval from owner or construction manager.
10. The General Trades Contractor shall provide, maintain, and remove any and all gas piping necessary for temporary heating units.
11. The General Trades Contractor shall provide, maintain, and remove all necessary ducting requirements for temporary heating units and controls. Assume heating units will be relocated during construction up to 3x, and such relocation shall be coordinated with the Construction Manager at no additional cost to the Owner. The General Trades Contractor will relocate units and equipment as necessary as directed by Construction Manager. If units need to be relocated beyond the 3x, contractors will be compensated for their time and material to facilitate. The 3x rule is for each space under construction and is not a total of 3x for the entire project.
12. The General Trades Contractor is expressly forewarned that any and all heating, cooling, humidity and temperature control required for the proper acclimation and installation of flooring is solely their responsibility.
13. The Owner will not accept utilization of the permanent HVAC system for temporary heat during the course of construction, except for the following: Renovation spaces – permanent HVAC will be used 6-8 weeks prior to scheduled substantial completion. All contractors will prepare units for the utilization of the permanent HVAC system (this includes installing new filters and cleaning of unit, if necessary) without additional cost to the Owner.

- C. The HVAC Contractor shall provide temporary cooling units if any existing cooling units servicing any IT data closets or server rooms must be temporarily shut down. The temporary cooling units must meet or exceed cooling function of permanent cooling system. Coordination of this work must be done with Construction Manager PRIOR to any work taking place or units being shut down.

3.8 TEMPORARY FIRE PROTECTION

- A. Each Prime Contractor shall furnish temporary fire protection in the course of performing their work.
- B. The General Trades Contractor shall furnish and maintain per OSHA standards, a fire extinguisher at all areas affected by the WORK, including but not limited to stairwells, (all floors), and temporary means of egress at all necessary locations as determined by the Construction Manager. All fire protection equipment should be regularly inspected and maintained in proper operating condition. Defective equipment shall be replaced immediately.
- C. Each Prime Contractor shall store combustible materials in containers in fire-safe locations.
- D. Prime Contractors are to provide supervision of their own welding operations. A Hot Works permit is required prior to any welding or brazing operations, and shall be provided by the Construction Manager.
- E. All Contractors are forewarned that there shall be no smoking allowed in construction work areas, existing District facilities, or on District grounds.

3.9 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

- A. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities in designated area only or as approved by Construction Manager.
 - 1. Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
 - 2. Security is the responsibility of each Contractor.
 - 3. Each Contractor should keep their respective field office and job site clean and orderly. Provide daily cleaning and maintain office in good condition.
- B. Provide non-combustible construction for offices, shops, and sheds located within the construction area as directed. Comply with requirements of NFPA 241.
- C. The Site Contractor will provide and maintain a concrete washout station for the duration of the project to be used by all trades - location to be within staging area, to be coordinated with the Construction Manager.

- D. Contractor Field Offices: Each Prime Contractor may utilize one insulated, weather tight temporary office of sufficient size to accommodate personnel at the Project Sites. The Electrical Contractor shall provide temporary electric service to the trailers (one for each Prime Contractor), as well as disconnection of the service once the Project is complete. Location as approved by Construction Manager. Parking is restricted to foremen and/or superintendents only; employee parking to be at designated areas. Optionally furnish and equip office as necessary. Temporary Utilities (other than Electric service) for any office will be the responsibility of the contractor requiring such.
- E. First aid requirements are the responsibility of each Contractor.
- F. Temporary interior partitions and interior barricades are the responsibility of the General Trades Contractor. Exterior temporary partitions and exterior barricades, including barricades and partitions associated with any and all site work are by the General Trades Contractor unless otherwise noted. Construction shall be in accordance with NYSED Uniform Safety Standards for School Construction.
 - 1. Partitions are to be dust tight, made of gypsum board, metal studs or other approved materials at any location as may be required to prevent dust and dirt from traversing into occupied areas of the existing building.
 - 2. Furnish and install dust partitions in all areas where alterations occur in such manner as to allow clean, continuous service to the existing facilities. Locations of such partitions should be agreed upon by the Architect, Owner and Construction Manager.
 - 3. Provide temporary doors in partitions as required. Install approved materials to act as framing at all four sides of each door. Provide hardware for the doors as required. Provide automatic closers on all such doors, where applicable. Temporary partitions are to be removed from the premises when directed. Any damage to walls, base, floors, ceilings caused by installation of temporary partitions shall be properly repaired to satisfaction of the Owner and Construction Manager at the expense of responsible Contractor.
 - 4. Partitions shall have all joints at floors, walls and ceilings taped securely and with weather-stripping and proper "sweeps" at doors, all to prevent dust entering adjacent occupied or finished areas.
- G. Perimeter fences and gates, required to protect District property and provide security and safety to construction along with the protection of trees and plants are the responsibility of the General Trades Contractor. Provide chains of sufficient length to secure each indicated gate. Gates must have welded connections.
- H. Temporary Access Roads and Staging Area:
 - 1. Storage of construction trailers and storage shed will be restricted to locations designated by the Construction Manager.

2. Temporary parking by construction personnel shall be allowed only in areas so designated by the Construction Manager. The Owner does not want construction parking in existing parking lots, new parking areas or driveways in front of the building without written approval and will subsequently have vehicles in violation of parking prohibitions towed from the site and all fees back charged to the responsible Contractor.
 3. Traffic Regulations:
 - a. Access through Owner's entrances shall be limited.
 - b. Utilize only designated entrances.
 - c. Maintain all District traffic regulations.
 4. Construction parking will not be allowed adjacent to District buildings, additions or monuments, unless approved by the Construction Manager.
- J. Dewatering Facilities and Drains: For temporary drainage, dewatering facilities and operations directly associated with construction activities of the project, the Contractor requiring same shall be responsible for providing. Notwithstanding the above, the General Trades Contractor is responsible for the dewatering of the site work area.
- K. Temporary Enclosures / Storage:
1. Each Prime Contractor shall provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations, and similar activities so as to maintain all work materials, equipment, apparatus, and fixtures free from injury or damage as it pertains to their own work.
 2. Tarpaulins should be installed securely, with incombustible wood framing and other materials. Close openings of 25 sq ft or less with plywood or similar materials.
 3. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.
 4. Where temporary wood or plywood enclosure exceeds 100 sq ft in area, use UL-labeled fire-retardant treated material for framing and main sheathing.
 5. The General Trades Contractor shall be responsible for all temporary doors and locks, until permanent systems are installed to building entrances and responsible for daily locking and unlocking throughout course of project.
 6. Prime Contractors or subcontractors may erect temporary buildings for the storage of materials or equipment. Heat, light and power, if required, for temporary buildings, is the responsibility of the Prime Contractor or subcontractor erecting each temporary building.
 7. The location of any temporary storage building shall be approved by the Owner or Construction Manager, and shall not interfere with the use of adjacent buildings, driveways, walks, etc.
 8. Materials shall not be stored promiscuously about the site, but shall be carefully stored in areas which will not interfere with pedestrian traffic or access to and egress from adjacent properties and buildings.

- L. Temporary Lifts, Hoists and Scaffolding:
1. Each Prime Contractor shall provide facilities for hoisting materials, equipment and employees in the advancement of the Project. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
 2. Prime Contractors shall provide all scaffolds, runways, ramps, ladders, hoists and other construction aids as may be required for reaching all portions of his work conveniently and safely, except as otherwise indicated.
 3. Prime Contractors shall furnish and maintain all temporary ladders, ramps, runways, chutes, stairs, joists, cranes and similar items required for the proper execution of the work of the Contract, including the work of subcontractors. Any and all of these facilities shall be constructed so as to prevent damage to, including staining or marring of, permanent work. All damage resulting from the use of such facilities shall be repaired by the Contractor at his expense.
 4. Where chute operation is performed adjacent to areas occupied by the public in which there are wall openings, i.e. windows, doors, etc., such opening shall be protected against penetration to withstand the maximum credible impact.
 5. The Contractor who provides a material hoist of any type is responsible for assuring that personnel and the public are in no way put at risk by the operations.
- M. Temporary Shoring: Each Prime Contractor shall provide all shoring necessary for the advancement of the Project and for the Work of their Contract. The work shall comply with all safety laws and be constructed so as not to interfere with other work. Coordinate with all other Contractors.
- N. Project Identification and Temporary Signs: The General Trades Contractor is responsible to prepare project identification and other signs of the size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.
1. Project Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details indicated.
 2. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.
 3. The General Trades Contractor shall furnish and install construction signage as required at all project sites as follows: (no other signage permitted unless approved by Owner or Construction Manager)

- a. For construction traffic control/flow at entrances and exits. Location for signage at entrances and exits may be moved as Sitework progresses during the project.
 - b. To direct visitors.
 - c. For construction parking.
 - d. To direct deliveries.
 - e. Warning signs as required.
 - f. Per OSHA standards as necessary.
 - g. Trailer identification.
 - h. For "No Smoking" safe work site at multiple locations.
 - i. Project signs shall be installed at each project site. The sign shall be printed and weather resistant.
- O. Protection of Work: Each Prime Contractor is reminded to temporarily protect work in place, or work area, at all times, pre, during or post construction, until accepted by the Owner per article 10 of the General Conditions of the Contract. Each Prime Contractor is responsible for protection of work in place from the operations of other contractors. Communicate daily with other supervisory personnel. Coordinate with all trades.
- P. Field Office Trailers: Any Prime contractor needing a field office trailer shall provide all services (other than electric), utilities, pay all fees, maintenance, and furnishings as needed for their own contract, unless otherwise noted.
- Q. Temporary Barricades and Protection:
 1. Generally, temporary closures for openings are the responsibility of the Contractor creating the opening and shall be installed to protect building from exterior elements. Specifically, Contractors requiring temporary removal of temporary enclosures shall be responsible for removing and reinstalling the enclosure.
 2. Temporary partitions shall be installed at all openings where required to protect areas, spaces, property, personnel, students, and faculty; to separate and control dust debris, noise, access, sight, fire areas, safety and security, and to separate phased construction areas per the drawings. Temporary partitions shall be installed, maintained and removed by the General Trades Contractor. Temporary partitions shall be insulated, constructed of non-combustible materials, and have emergency egress doors and hardware if located in corridor.
 3. Temporary perimeter and stairwell barricades at grade changes and multiple levels, shall be provided, installed, maintained and removed under the Contract requiring it; if a Contractor needs to temporarily relocate a barrier, same Contractor shall protect personnel in the area and replace barrier to its original location. This clause does not void any Contractor's liability to maintain a safe work site, but merely to assign temporary work to one contract.
 4. Orange safety fence and traffic cones should be provided for safety and protection as needed or requested by the Owner or Construction Manager.

5. Barricades, warning signs and lights should comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, the Contractor doing such work should provide lighting, including flashing red or amber lights.
 6. Roadways, walks, paths, exit ways and other areas shall remain unobstructed and shall be maintained in a safe and satisfactory manner by ALL Contractors.
 7. All Contractors shall properly barricade their excavations, trenches, dangerous openings and other parts to prevent injury or harm to any person in such areas.
 8. Contractors shall provide and maintain such temporary work as may be required for the protection of new and existing work where liable to injury, including building paper and plank for floors and treads, and boxing for jambs, sills, projecting courses and such other work. Materials or methods which stain or damage finished work shall not be used. Should damages occur, the Contractor responsible for such damage will repair or replace at their own cost.
- R. Environmental Protection: All Contractors should provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons on or near the site.
- S. Erosion and Sediment Control: if applicable, the Site Contractor shall comply with regulations of "New York Guidelines for Urban Erosion and Sediment Control" published by Soil and Water Conservation Society and appropriate local ordinances where applicable.
1. Erosion and Sediment Control Plan: Prepare "Erosion and Sediment Control Plan" for this Project in consultation with appropriate local agencies and soil conservation service.
 - a. Submit Erosion and Sediment Control Plan to appropriate local agency and obtain local agency acceptance prior to Preconstruction Conference or start of construction site.
 - b. At Preconstruction Conference, submit evidence of local agency acceptance of Erosion and Sediment Control Plan for Project, and schedule completion of construction required to install measures included in Erosion and Sediment Control Plan. DO NOT BEGIN CONSTRUCTION AT SITE UNTIL SCHEDULE AND METHODS OF OPERATION INCLUDED IN EROSION AND SEDIMENT CONTROL PLAN HAVE BEEN ACCEPTED BY ARCHITECT.
 - c. If Conditions change during construction, submit revised Erosion and Sediment Control Plan to Architect and other agencies as directed by Architect.
 2. Erosion and Sediment Control Measures

- a. Take precautions to prevent mud from construction site accumulating on adjoining public roads and sidewalks and Owner's roads and sidewalks. Clean accumulations of mud from public roads and sidewalks and from Owner's roads and sidewalks when required by public authorities and when directed by Architect.
 - b. Plan and execute construction by methods to control surface drainage from cuts and fills and from borrow areas, and to prevent erosion and sedimentations
 - c. Minimize amount of bare soil exposed at one time.
 - d. Provide temporary measures such as berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains, and erosion control devices or methods appropriate to conditions at site.
 - e. Construct fills and waste areas by selective placement to avoid erosive surfaces silts or clays.
 - f. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
3. Coordinate temporary erosion and sediment control measures with permanent erosion control features specified elsewhere in Contract Documents to maximum extent possible to assure economical, effective, and continuous erosion control.

3.10 CLEANUP AND WASTE DISPOSAL / GENERAL AND FINAL CLEANING

- A. The daily maintenance of a clean work site shall be the responsibility of each Contractor.
- B. Each Contractor shall remove their own debris daily from work area to waste disposal containers (Dumpsters). Time lapse is not acceptable.
- C. Each Contractor shall leave an area in the same condition in which it was found.
- D. Unless otherwise noted, the General Trades Contractor is responsible to restore all staging & exterior storage areas upon completion of the project as directed by the Construction Manager
- E. Each and every Contractor working on site shall contribute manpower daily to remove debris to Dumpsters, Broom Sweep or HEPA Vac areas affected by their work. Clean-up work areas shall be a continuous daily requirement until Project Completion. At the discretion of the Construction Manager, a contractor not complying may be back charged for work performed by others. The responsibility of broom cleaning work areas daily is the responsibility of each Prime Contractor as it relates to their work and shall include use of sweeping compound or HEPA filtered shop vacuuming methods. The General Trades Contractor will provide sufficient labor once per week to clean up all debris at all buildings including debris not generated by this contract. The General Trades Contractor shall be responsible to clean and maintain the exterior site unless otherwise noted.

- F. Each Prime Contractor is responsible for supplying all dumpsters and disposal as needed for their own work. Dumpsters shall be located at each site, accessible to building and roads. Each Contractor to load only legally acceptable construction debris to the Dumpster (from this project only). Dumpsters shall remain on the project until project completion, or as directed by Construction Manager. Each Contractor shall secure their Dumpsters during off-hours. Each Contractor shall clean and maintain all Dumpster areas and shall provide hauling and legal disposal of construction debris off site.
- G. Each Prime Contractor is specifically responsible for the following final cleaning before substantial completion and acceptance by the Owner:
 - 1. General Trades Contractor– All exterior areas affected by their work.
 - 2. General Trades Contractor – Roofing; roofs of all buildings where construction took place
 - 3. General Trades Contractor – All finished surfaces including floors, ceilings, interior walls, chalk and tack boards, cabinets, countertops, millwork, lockers, interior doors, toilet rooms (partitions, accessories, fixtures), aluminum windows & entrances, windows, glass and glazing, interior and exterior, crawl spaces, and all equipment such as kitchen equipment, fitness equipment, and shop machinery. This shall include a final Vac-truck of the exterior for areas this work took place and caused debris.
 - 4. Site Contractor – All exterior areas affected by their work.
 - 5. Electrical Contractor – Electrical, all equipment, piping, conduits, raceways, cable trays, devices, cabinets, panels, switches, controllers, motors, fixtures, all system components, cover plates, shades, and diffusers, etc.
- H. Rodents and Pest Control: Responsibility of General Trades Contractor Contract as required.
- I. Collection and Disposal of Waste: Prime Contractors shall collect waste from construction areas and elsewhere, and load to dumpsters daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 3 days during normal weather or 1 day when the temperature is expected to rise above 80 deg. F (27 deg. C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

3.12 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Each Prime Contractor is responsible for security and protection of their own work, work areas, temporary trailers or storage sheds, storage area, staging area, materials, or equipment stored on site, materials or equipment stored in the building, materials or equipment permanently installed in place, trucks, vehicles, or any item until legally becoming property of the District.

- B. Temporary Facility Changeover: Except for using permanent fire protection as soon as available, do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion, per phased area, as requested by the Construction Manager.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire-protection facilities, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- D. The General Trades Contractor shall provide security enclosure and lockup of the buildings at all sites, as well as securing the staging area at the end of each workday. Install substantial temporary enclosures to protect partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security and also ensure the building is secure at the end of each shift.
- E. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10, "Standard for Portable Fire Extinguishers," and NFPA 241, "Standard for Safeguarding Construction. Alterations, and Demolition Operations."
 - 1. The General Contractor is to furnish and locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell and in crawl space.
 - 2. All contractors to store combustible materials in containers in fire-safe locations.
 - 3. All contractors to maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking
 - 4. All contractors to provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

3.13 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
 - 1. 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.
 - 2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

- C. Termination and Removal: Unless the Construction Manager requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are the property of each Prime Contractor. The Owner reserves the right to take possession of project identification signs.
 2. The Site Contractor is to remove temporary paving not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at the temporary entrances, as required by the governing authority.
 3. At Substantial Completion, each Prime Contractor shall clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
 - a. Replace significantly worn parts and parts subject to unusual operating conditions (All Primes).
 - b. Comply with final cleaning requirements of the project (All Primes).

END OF SECTION 01 50 00

SECTION 01 51 00
TEMPORARY UTILITIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Provision of electricity, lighting, heat, ventilation, and water.

1.2 RELATED REQUIREMENTS

- A. Section 01 50 00 - Temporary Facilities and Controls:
 - 1. Temporary telecommunications services for administrative purposes.
 - 2. Temporary sanitary facilities required by law.

1.3 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.

1.4 TEMPORARY ELECTRICITY

- A. Service Cost: By Electrical Contractor.
- B. Energy Costs: By Owner.
- C. Connect to Owner's existing power service.
 - 1. Do not disrupt Owner's need for continuous service.
 - 2. Exercise measures to conserve energy.
- D. Provide temporary electric feeder from existing building electrical service at location as directed.
- E. Power Service Characteristics: Provide GFCI distribution system, for voltages up to 208/240 volt.
 - 1. Temporary system shall be sufficient to accommodate temporary lighting and construction operations, including the use of power tools, and start-up of specified building equipment which must be tested, started or placed into use prior to completion of its permanent power connections.
 - 2. Provide weatherproof, grounded wiring with overload protection; with direct wired connections, where feasible.
 - 3. Locate multiple outlets for 120 volt power, not less than 4 gang, at each story and area of construction, spaced so that the entire area of construction can be reached by power tools on a single 100 foot extension cord. Maximum 20 Amp circuit breaker, four (4) receptacles per circuit breaker.
- F. Complement existing power service capacity and characteristics as required.
- G. Provide adequate number and size breakers and power outlets for all construction trades, with branch wiring and distribution boxes located as required. Each Contractor shall provide flexible power cords as required.
 - 1. The Electrical Contractor shall have a cord inspection program in place and 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.
- H. Provide main service disconnect and over-current protection at convenient location and meter.

- I. Permanent convenience receptacles may be utilized during construction.
- J. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
 - 1. Provide 20 ampere duplex outlets, single phase circuits for power tools for every 100 sq ft of active work area.
Provide 20 ampere, single phase branch circuits for lighting.
 - 2. Construction circuits shall be separate and independent from temporary lighting.
- K. The Electrical Contractor shall provide and pay for all maintenance, servicing, operation, equipment, and supervision of lines installed.
- L. As permanent power distribution system is accepted as substantially complete, either entire system or usable portions thereof, the Electrical Contractor shall make suitable provisions for temporary use thereof, and remove unused portions of temporary system.
- M. When temporary electrical lines are no longer required, they shall be removed by the Electrical Contractor and any part, or parts of the grounds or building disturbed or damaged shall be brought back to their original condition.
- N. The Electrical Contractor shall maintain and operate permanent electrical supply and distribution system until time of final acceptance and transfer of operation to Owner's personnel.
- O. The Electrical Contractor shall provide temporary power connections to all mechanical and any additional equipment indicated on E series drawings until permanent power/new electric feeds and new electric components are in place.
- P. The Electrical Contractor will 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.

1.5 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. The Electrical Contractor shall provide and maintain temporary lighting throughout construction site as required by local construction codes with the installation meeting the NEC and local code enforcement requirements.
- B. The Electrical Contractor shall provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight and general lighting as stated below:
 - 1. Provide and maintain LED, compact fluorescent, or high-intensity discharge lighting as suitable for the application for construction operations in accordance with requirements of 29 CFR 1926 and authorities having jurisdiction.
 - 2. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.
 - 3. Provide safety lighting in the stairways, hallways, and exterior security lighting on a 24-hour basis
 - 4. Provide exterior fixtures where exposed to moisture.
- C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required. Provide guard cages or tempered glass enclosures where exposed to breakage.
- D. Provide switching controls for all lighting which will enable turning off temporary lighting during off-construction hours.
- E. The Electrical Contractor shall maintain and operate temporary lighting and provide routine repairs.

- F. Special lighting required for construction activities shall be provided by the contractor requiring it.
- G. Permanent building lighting may be utilized during construction.
 - 1. As the permanent lighting system is substantially complete for each story or usable portion thereof, The Electrical Contractor shall make suitable provisions for temporary use thereof and remove unused portions of temporary lighting system.
 - 2. The Electrical 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.
 - 3. The Electrical Contractor shall replace bulbs that are burned out or substantially dimmed by substantial hours of use or broken by construction.

1.6 TEMPORARY HEATING

- A. Cost of Equipment: By Mechanical Contractor.
- B. Cost of Energy: By Owner.
- C. Enclose building prior to activating temporary heat in accordance with Section 01 50 00.
- D. The following temporary heating specification is to be utilized and provided by The Mechanical Contractor:
 - 1. Heaters shall be direct-fired Make-up Air units with discharge modulation. Units must be designed to operate either inside or outside the building while positioned to draw 100% outside air.
 - 2. All equipment must employ squirrel cage blower for quiet operation. Noisy propane heaters will not be allowed.
 - 3. Temperature control units must have discharge modulation with remote space thermostats. Discharge temperature not to exceed 180 degrees F. No open flame visible for discharge will be allowed.
 - 4. Units must ignite pilot and prove flame before main burner is opened.
 - 5. Units to include high and low temperature shutdown.
 - 6. Heaters shall comply with all applicable state, local and OSHA regulations and shall have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.
 - 7. It is required that a routine maintenance is performed at least once a month to insure the units are operating properly. This cost will be figured into the equipment unit rates and there will be no additional costs for these visits.
 - 8. All equipment to be utilized will meet the design criteria in Items 1 through 7 above.
- E. In the event of equipment failure or repairs, alternate equipment must be in place within 12 hours of failure or the Owner or Owner's Representative shall have the right to take action necessary to restore the heat to the design temperature and will deduct any and all charges from The Mechanical Contractor.
- F. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.
 - 1. If the permanent heating system is not available for use when any Contractor requires that the temperature be maintained above 50 degrees (for proper installation of finishes for example), the Mechanical Contractor shall be responsible to provide the additional heating.
- G. Humidification: Where control of ambient humidity is required for proper performance of the work, or for curing/drying of installed work or for protection of installed work from deterioration due to variations ambient conditions, Each Contractor shall provide their own temporary humidification or dehumidification equipment to maintain the required conditions. Coordinate

the use of the equipment with temporary heating to produce the required conditions with a minimum overall use of energy.

- H. The Electrical Contractor shall provide power for oil or gas fired temporary heaters. It will be connected so that it can remain "live" when the temporary lighting has been turned off.
- I. The Plumbing Contractor shall provide a temporary natural gas service for required temporary heat. All supply lines for natural gas fired temporary heaters to be provided by Mechanical Contractor.
- J. As permanent heating system is substantially complete and operational for each story or usable portion thereof, The Mechanical Contractor shall make suitable provisions for use thereof in temporary heating. The Mechanical Contractor shall maintain and operate permanent system for temporary heating purposes, including service to occupied areas, if any, until time of final acceptance or transfer of operation to Owner's personnel, for major parts of system if not for entire heating system.
 - 1. Warranty: the warranty, as required by the Contract Specifications, will not begin until final acceptance of the system has been given by the Architect/Engineer for all or part of a system. The warranty period does not start with the use of the equipment for temporary heating and cooling.
 - 2. All permanent heating equipment used to supply temporary heat shall be completely cleaned and reconditioned by The Mechanical Contractor prior to final acceptance. Radiator traps and valves used in the heating system during the period of its operation to supply temporary heat shall not be reinstalled in the permanent system. Install new disposable filters and clean non-disposable filters prior to final acceptance. Replace worn parts and parts that have been subject to unusual operating conditions.
- K. The Mechanical Contractor shall remove all soot, smudges, and other deposits from walls ceilings and all exposed surfaces which are the result of the use of any temporary heating equipment including the use of the permanent heating system for temporary heat purposes. Finish work shall not be done until all such surfaces are properly cleaned.

1.7 TEMPORARY COOLING

- A. Cost of Equipment: By Mechanical Contractor.
- B. Cost of Energy: By Owner.
- C. Enclose building prior to activating temporary cooling in accordance with Section 01 50 00.
- D. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.
- E. Maintain maximum ambient temperature of 80 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.
 - 1. If the permanent cooling system is not available for use when any Contractor requires that the temperature be maintained below 80 degrees (for proper installation of finishes for example), the Mechanical Contractor shall be responsible to provide the additional cooling.
- F. As permanent cooling system is substantially complete and operational for each story or usable portion thereof, The Mechanical Contractor shall make suitable provisions for use thereof in temporary cooling. The Mechanical Contractor shall maintain and operate permanent system for temporary cooling purposes, including service to occupied areas, if any, until time of final acceptance or transfer of operation to Owner's personnel, for major parts of system if not for air conditioning.
 - 1. Warranty: the warranty, as required by the Contract Specifications, will not begin until final acceptance of the system has been given by the Architect/Engineer for all or part of a system. The warranty period does not start with the use of the equipment for temporary cooling.

2. All permanent cooling equipment used to supply temporary air conditioning shall be completely cleaned and reconditioned by The Mechanical Contractor prior to final acceptance. Install new disposable filters and clean non-disposable filters prior to final acceptance. Replace worn parts and parts that have been subject to unusual operating conditions.

1.8 TEMPORARY VENTILATION

- A. A contractor requiring ventilation for work shall provide fans or other necessary equipment to ventilate and condition air as the work requires.

1.9 TEMPORARY WATER SERVICE

- A. Cost of Service: By Plumbing Contractor.
- B. Cost of Water Used: By Owner.
- C. Provide and maintain suitable quality water service for construction operations at time of project mobilization.
 1. The Plumbing Contractor shall provide $\frac{3}{4}$ inch hose bib terminations at each level and area of construction work, so that any area of the building construction can be reached with 150 foot length of hose. Water service may be run from a temporary or permanent source.
 - a. Sterilization: Sterilize temporary water piping prior to use.
 - b. Protect system from freezing.
 - c. Maintain 30 psig water pressure with 5 gpm flow rate.
- D. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 51 10
LIFE SAFETY REQUIREMENTS DURING SCHOOL CONSTRUCTION

PART 1 GENERAL

1.1 SAFETY AND SECURITY STANDARDS

- A. Each contractor shall adhere to and be responsible for but not be limited to the life safety requirements stated in this section.
- B. General safety and security standards for construction projects:
 - 1. Comply with Regulations of the Commissioner of Education Section 155.5 Uniform Safety Standards for School Construction and Maintenance Project.
 - 2. All construction, reconstruction and Renovation work shall be performed in a manner to protect the workers and public from injury. Adjoining property and structures shall be protected from damage at all times by the Contractor(s).
 - 3. All construction materials shall be stored in a safe and secure manner.
 - 4. Fences around construction supplies or debris shall be maintained.
 - 5. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
 - 6. 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 unauthorized entry.

1.2 SEPARATION

- A. Separation of construction areas from occupied spaces.
 - 1. Construction areas that are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas by code compliant construction.
 - 2. 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.
 - 3. Gypsum board on metal studs must be used in exit ways or other areas that require fire rated separation.
 - 4. 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.
 - 5. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.
 - 6. 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.
 - 7. 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.
 - 8. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday utilizing HEPA filtered vacuum system.

1.3 VENTILATION

- A. Mechanical Contractor shall provide temporary exhaust ventilation to maintain indoor air quality.
 - 1. Provide an exhaust air system for the active project areas. Exhaust layout and capacities shall be adequate for removal of VOC's, off-gases, gases, dusts, mists, or other

emissions. Points of intakes and discharges shall be field determined to protect student occupied areas. Exhaust systems shall terminate at the building exterior.

2. Objective:
 - a. Maintain a negative pressure between the work area and student occupied areas
 - b. Before start of work, submit a proposed layout for the exhaust air system. Do not begin work until approval of the Architect, Engineer, and owner is obtained. Indicate on submission locations of fans, intake points, CFM capacities and electrical requirements. Electrical contractor shall furnish power wiring to temporary equipment.
3. System operation requirements:
 - a. Provide sufficient quantity of exhaust fans in existing window openings or other approved locations to eliminate pockets of stagnant contaminated air. Capacities for equipment shall be operated in accordance with the following standards:
 - b. 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 standards:
 - (a) Provide one work place air change every 15 minutes.

To calculate total air flow requirement:

$$\frac{\text{TOTAL FT}^3 \text{ MIN} = \text{VOLUME OF WORK AREA (IN FT}^3\text{)}}{15 \text{ MINUTES}}$$

To calculate the number of units needed for the work area:

$$\frac{\text{NUMBER OF UNITS NEEDED} = \text{TOTAL FT}^3/\text{MIN}}{(\text{CAPACITY OF UNIT IN FT}^3/\text{MIN})}$$

- 2) Work area shall be defined as phased zone ie. R-1.
- 3) Exhaust air system 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 area has been ventilated to remove all detectable traces of odors and fumes.
- 4) Maintain clearance from all temporary exhaust outlets to all active building areas. Exhaust duct locations shall be approved by Architect/Engineer.

1.4 EXITING

- A. Required building exiting shall be maintained at all times so that there are no dead end conditions or corridor pockets greater than 1 1/2 x the corridor or pocket width.
- B. The General Contractor, at each building, shall provide temporary exits and related construction as required in the Construction Drawings.

1.5 FIRE AND HAZARD PREVENTION

- A. Areas of buildings under construction that are to remain occupied shall maintain a Certificate of Occupancy. In addition, all requirements itemized on the Fire Safety Inspection Report shall be in compliance during periods of student or staff occupancy; the following shall be strictly enforced.
 1. No smoking is allowed on public school property, including construction areas.
 2. During construction daily inspections of district occupied areas shall be conducted by school district personnel to assure that construction materials, equipment or debris do not block fire exits or emergency egress windows. Each Contractor shall promptly move any

- or all construction debris, materials and/or equipment as required to maintain existing passages at all times and clear during student or staff occupancy.
3. Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the duration of the project.

1.6 NOISE ABATEMENT

- A. Construction activities and operations shall not produce noise in excess of 60 dBA in occupied spaces. If noise levels in occupied classroom spaces exceed 60 dBA the Contractor exceeding this limit shall provide acoustical abatement procedures or schedule activities during unoccupied times. Each Contractor is advised that the School District may schedule "no work" periods during the project. Such schedules shall not impact the Construction Schedule or Budget.

1.7 HAZARD CONTROL

- A. The Contractor shall take every precaution to eliminate the potential of construction fumes entering the occupied building. The Contractor shall take care to assure fresh air intakes do not draw construction related fumes into the building.
- B. Each Contractor shall provide for "off-gassing" of volatile organic compounds introduced during construction before occupancy. Specific attention is warranted for activities including glues, paint, furniture, carpeting, wall coverings, and drapery. Manufacturers shall be contacted to obtain information regarding appropriate temperatures and times needed to cure or ventilate the product during use and before safe occupancy of a space can be assured. Building materials or furnishings which "off-gas" chemical fumes, gases, or other contaminants shall be aired out in a well-ventilated heated warehouse before it is brought to the project for installation or the manufacturer's recommended "off-gassing" periods must be scheduled between installation and use of the space. If the work will generate toxic gases that cannot be contained in an isolated area, the work must be done when school classes and programs are not in session. The work areas must be properly ventilated and the material must be given proper time to cure or "off gas" before re-occupancy.
- C. Each Contractor shall maintain the Manufacturer's Safety Data Sheets (SDS) (Formerly MSDS or Material Safety Data Sheets) at the site for all products used in the project. SDS sheets shall be provided to the School District when requested. SDS indicate chemicals used in the product, product toxicity, and typical side effects of exposure to the product and safe procedures for use of the product.
- D. Asbestos abatement protocols. All asbestos abatement projects shall comply with all applicable Federal and State laws including but not limited to the New York State Department of Labor industrial code rule 56(12 NYCRR 56), and the federal Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763 (Code of Federal Regulations, 1998 Edition, Superintendent of Public Documents, U.S. Government Printing Office, Washington, DC 20402; 1998; downloading and reading at the Department of Housing and Urban Renewal, 451 7th Street SW, Washington, DC 20410, (202) 401-0388, web site; www.hud.gov/search.html, scroll web page to Reading Room, click on Bookshelf 10: Lead Paint). Large and small asbestos projects as defined by 12 NYCRR 56 shall not be performed while the building is occupied. Minor asbestos projects defined by 12 NYCRR 56 as an asbestos project involving the removal, disturbance, repair, encapsulation, enclosure or handling of 10 square feet or less of asbestos or asbestos material, or 25 linear feet or less of asbestos or asbestos material may be performed in unoccupied areas of an occupied building in accordance with the above referenced regulations.
- E. Lead Based paint: Lead based paint has been identified as being applied to some building components that are to be selectively demolished. Lead based paint testing has been performed and a report is on file and available for review and use. It is the Contractor's

responsibility to become familiar with areas containing lead based paint and to communicate the presence of lead based paint to all employees.

1. Effective April 22, 2010 all contractors are required to conform to the Environmental Protection Agency's (EPA) Lead Renovation, Repair and Painting (RRP) program. This regulation has been developed to prevent lead contamination when performing renovation, repair and painting projects which disturbs lead based paint in homes, child care facilities and schools built before 1978 if these buildings are visited regularly by any child under 6 years of age.
 2. Any abatement work required shall be performed by a certified firm employing workers trained and certified for lead based paint activities. All work is to be performed in accordance with all applicable regulations including: 40 CFR 745 (USEPA), 29 CFR 1926 (OSHA), (HUD) Federal Housing and Urban Development Regulations and New York State Education Department requirements.
 3. All contractors involved with lead based paint activities shall be certified in lead-safe practices as detailed in the Code of Federal Regulation 40 CFR, Part 745.
 4. Contractors must document compliance with this requirement. EPA's <<http://www.epa.gov/lead/pubs/renovaterightbrochuresp.pdf>> may be used for this purpose.
 5. For more information regarding this regulation visit the EPA website at www.epa.gov/lead/pubs/renovation.htm for requirements.
 6. Should paint suspected of containing lead, but not identified within the report be encountered, do not disturb the suspect material, and immediately notify the Architect.
- F. (PCB) Polychlorinated Biphenyl: Locations of PCB containing window and door sealants have been identified on the contract drawings. Where present, PCB contaminated window and door sealants shall be removed and disposed of in accordance with U.S. E.P.A. Toxic Substances Control Act 40 CFR 761. Disposal of contaminated material shall also conform to the NYSDEC solid waste regulations (6NYCRR Part 360) if concentrations are less than 50 ppm and in accordance with (6NYCRR370-373) if concentrations are 50 ppm or greater. PCB sampling has been performed and a copy of the test reports for contaminated materials is included at the end of this section. It is the contractor's responsibility to become familiar with areas contaminated with PCB and to communicate the presence of contaminated materials to all employees. Should a material suspected of being contaminated by PCB, but not identified within the report be encountered, do not disturb the suspect material, and immediately notify the Architect.

1.8 POST CONSTRUCTION INSPECTION

- A. Each Contractor is advised that the School District shall be provided the opportunity for a walk-through inspection by the School District's health and safety committee members to confirm building safety during construction and that the area is ready to be reopened for occupancy.

END OF SECTION

SECTION 01 57 13
TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Prevention of erosion due to construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.

1.2 RELATED REQUIREMENTS

- A. Section 31 10 00 - Site Clearing: Limits on clearing; disposition of vegetative clearing debris.
- B. Section 31 22 00 - Grading: Temporary and permanent grade changes for erosion control.
- C. Section 32 92 19 - Seeding: Permanent turf for erosion control.

1.3 REFERENCE STANDARDS

- A. ASTM D4355/D4355M - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc-Type Apparatus; 2021.
- B. ASTM D4491/D4491M - Standard Test Methods for Water Permeability of Geotextiles by Permittivity; 2022.
- C. ASTM D4533/D4533M - Standard Test Method for Trapezoid Tearing Strength of Geotextiles; 2015.
- D. ASTM D4632/D4632M - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles; 2015a.
- E. ASTM D4751 - Standard Test Methods for Determining Apparent Opening Size of a Geotextile; 2021a.
- F. ASTM D4873/D4873M - Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples; 2017 (Reapproved 2021).
- G. EPA (NPDES) - National Pollutant Discharge Elimination System (NPDES), Construction General Permit; Current Edition.
- H. FHWA FLP-94-005 - Best Management Practices for Erosion and Sediment Control; 1995.
- I. USDA TR-55 - Urban Hydrology for Small Watersheds; USDA Natural Resources Conservation Service; 2015.

1.4 PERFORMANCE REQUIREMENTS

- A. Comply with requirements of EPA (NPDES) for erosion and sedimentation control, as specified by the NPDES, for Phases I and II, and in compliance with requirements of Construction General Permit (CGP), whether the project is required by law to comply or not.
- B. Also comply with all more stringent requirements of the State of New York Erosion and Sedimentation Control Manual.

- C. Do not begin clearing, grading, or other work involving disturbance of ground surface cover until applicable permits have been obtained; furnish all documentation required to obtain applicable permits.
- D. Timing: Put preventive measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.
- E. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
 - 1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
 - 2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 25 years.
- F. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
 - 1. Control movement of sediment and soil from temporary stockpiles of soil.
 - 2. Prevent development of ruts due to equipment and vehicular traffic.
 - 3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- G. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
 - 1. Prevent windblown soil from leaving the project site.
 - 2. Prevent tracking of mud onto public roads outside site.
 - 3. Prevent mud and sediment from flowing onto sidewalks and pavements.
 - 4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- H. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
 - 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
 - 2. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.
- I. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
 - 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
- J. Open Water: Prevent standing water that could become stagnant.
- K. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Submit materials for all erosion control measures specified in Contract Documents.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Mulch: Use one of the following:
 - 1. Straw.
 - 2. Wood waste, chips, or bark.
 - 3. Erosion control matting or netting.
- B. Grass Seed For Temporary Cover: Select a species appropriate to climate, planting season, and intended purpose. If same area will later be planted with permanent vegetation, do not use species known to be excessively competitive or prone to volunteer in subsequent seasons.
- C. Compost Silt Sock: 5mm thick continuous HDPE filament, tubular knitted mesh with 3/8 inch openings.
 - 1. Compost: Use only mature compost that has been certified by the U.S. Composting Council's seal of Testing Assurance Program and meets the specifications provided .
 - 2. Use 2" x 2" hardwood stakes.
 - 3. Diameter: Refer to Erosion & Sedimentation Plan Engineering Drawings.
 - 4. Refer to New York State Standards and Specifications for Erosion and Sediment Control (NYS Bluebook), Page 5.7 for more detailed information.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

3.2 PREPARATION

- A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

3.3 SCOPE OF PREVENTIVE MEASURES

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- B. Linear Sediment Barriers: Made of compost filter socks.
 - 1. Provide linear sediment barriers:
 - a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
 - b. Along the top of the slope or top bank of drainage channels and swales that traverse disturbed areas.
 - c. Along the toe of cut slopes and fill slopes.
 - d. Perpendicular to flow across the bottom of existing and new drainage channels and swales that traverse disturbed areas or carry runoff from disturbed areas; space at maximum of 200 feet apart.
 - 2. Space sediment barriers with the following maximum slope length upslope from barrier:
 - a. Slope of Less Than 2 Percent: 100 feet..
 - b. Slope Between 2 and 5 Percent: 75 feet.
 - c. Slope Between 5 and 10 Percent: 50 feet.
 - d. Slope Between 10 and 20 Percent: 25 feet.

- e. Slope Over 20 Percent: 15 feet.
- C. Soil Stockpiles: Protect using one of the following measures:
 - 1. Cover with polyethylene film, secured by placing soil on outer edges.
 - 2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches of straw.
- D. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.
 - 1. Wood Waste: Use only on slopes 3:1 or flatter; no anchoring required.
- E. Temporary Seeding: Use where temporary vegetated cover is required.

3.4 INSTALLATION

- A. All Erosion and Sedimentation Control Measures shall be installed in accordance with the approved E&S Plan approved by the County Conservation District and/ or PADEP.
- B. Compost Filter Socks:
 - 1. Locate/mark any utilities.
 - 2. Check all permits.
 - 3. Obtain compost meeting specifications.
 - 4. Obtain filter sock netting.
 - 5. Fill filter sock netting with compost.
 - 6. Mark out area for filter sock; install sock parallel to contour lines so that the runoff enters as sheet flow.
 - 7. In high-flow or steep-slope areas, orient a second sock parallel to the first to dissipate flows.
 - 8. Lay filter sock with compost.
 - 9. Stake filter sock every 10 ft. Stakes should be driven through the center of the sock, and 1 ft into the ground.
 - 10. If sock netting must be joined, fit beginning of the new sock over the end of the old sock, overlapping by 1-2 ft. Fill with compost; then stake the joint.
- C. Mulching Over Large Areas:
 - 1. Dry Straw: Apply 2-1/2 tons per acre; anchor using dull disc harrow or emulsified asphalt applied using same spraying machine at 100 gallons of water per ton of mulch.
 - 2. Wood Waste: Apply 6 to 9 tons per acre.
 - 3. Erosion Control Matting: Comply with manufacturer's instructions.
- D. Mulching Over Small and Medium Areas:
 - 1. Dry Straw: Apply 4 to 6 inches depth.
 - 2. Wood Waste: Apply 2 to 3 inches depth.
 - 3. Erosion Control Matting: Comply with manufacturer's instructions.
- E. Temporary Seeding:
 - 1. When hydraulic seeder is used, seedbed preparation is not required.
 - 2. When surface soil has been sealed by rainfall or consists of smooth undisturbed cut slopes, and conventional or manual seeding is to be used, prepare seedbed by scarifying sufficiently to allow seed to lodge and germinate.
 - 3. If temporary mulching was used on planting area but not removed, apply nitrogen fertilizer at 1 pound per 1000 sq ft.
 - 4. On soils of very low fertility, apply 10-10-10 fertilizer at rate of 12 to 16 pounds per 1000 sq ft.
 - 5. Incorporate fertilizer into soil before seeding.
 - 6. Apply seed uniformly; if using drill or cultipacker seeders place seed 1/2 to 1 inch deep.
 - 7. Irrigate as required to thoroughly wet soil to depth that will ensure germination, without causing runoff or erosion.
 - 8. Repeat irrigation as required until grass is established.

3.5 MAINTENANCE

- A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.
- B. Repair deficiencies immediately.
- C. Compost Silt Socks
 - 1. Inspect filter socks periodically, and especially after large storm events. Ensure that the filter sock is intact, and that the area upstream has not filled with sediment. If the upstream area has filled with sediment, or if the filter sock has been overtopped, install additional filter socks further upstream. Sediment behind the sock should be removed when the depth of the sediment reaches 3.25-in. for an 8-in. sock, 4.75-in. for a 12-in. sock and 7.25-in. for an 18-in. sock. For socks with greater diameters, remove sediment behind the sock when the accumulated sediment depth reaches 40 percent of the design diameter of the sock.
- D. Clean out temporary sediment control structures weekly and relocate soil on site.
- E. Place sediment in appropriate locations on site; do not remove from site.

3.6 CLEAN UP

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Architect.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.2 RELATED REQUIREMENTS

- A. Section 01 12 00 - Multiple Contract Summary: Lists of products to be removed from exiting building.
- B. Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- C. Section 01 40 00 - Quality Requirements: Product quality monitoring.
- D. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- E. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.3 REFERENCE STANDARDS

- A. 16 CFR 260.13 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; Recycled Content; Current Edition.
- B. ASTM D6866 - Standard Test Methods for Determining the Biobased Content of Solid, Liquid, and Gaseous Samples Using Radiocarbon Analysis; 2022.
- C. C2C (DIR) - C2C Certified Products Registry; Cradle to Cradle Products Innovation Institute; Current Edition.
- D. EN 15804 - Sustainability of Construction Works - Environmental Product Declarations - Core Rules for the Product Category of Construction Products; 2022 (Corrigendum 2021).
- E. GreenScreen (LIST) - GreenScreen for Safer Chemicals List Translator; Clean Production Action; Current Edition.
- F. GreenScreen (METH) - GreenScreen for Safer Chemicals Method v1.2; Clean Production Action; Current Edition.
- G. ISO 14025 - Environmental Labels and Declarations - Type III Environmental Declarations - Principles and Procedures; 2006.

- H. ISO 14040 - Environmental Management - Life Cycle Assessment - Principles and Framework; 2006, with Amendment (2020).
- I. ISO 14044 - Environmental Management - Life Cycle Assessment - Requirements and Guidelines; 2006, with Amendment (2020).
- J. ISO 21930 - Sustainability in Buildings and Civil Engineering Works — Core Rules for Environmental Product Declarations of Construction Products and Services; 2017.
- K. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.4 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

1.5 QUALITY ASSURANCE

- A. Bio-Based Content: Of vegetable or animal origin, not including products made by killing the animal.
 - 1. Determine percentage of bio-based content in accordance with ASTM D6866.
 - 2. Bio-based content must be sourced from a Sustainable Agriculture Network certified farm.
- B. Cradle-to-Cradle Certified: End use product certified Cradle-to-Cradle v2 Basic or Cradle-to-Cradle v3 Bronze, minimum, as evidenced by C2C (DIR).
- C. Environmental Product Declaration (EPD): Publicly available, critically reviewed life cycle analysis having at least a cradle-to-gate scope.
 - 1. Good: Product-specific; compliant with ISO 14044.
 - 2. Better: Industry-wide, generic; compliant with ISO 21930, or with ISO 14044, ISO 14040, ISO 14025, and EN 15804; Type III third-party certification with external verification, in which the manufacturer is recognized as the program operator.
 - 3. Best: Commercial-product-specific; compliant with ISO 21930, or with ISO 14044, ISO 14040, ISO 14025, and EN 15804; Type III third-party certification with external verification, in which the manufacturer is recognized as the program operator.
 - 4. Where demonstration of impact reduction below industry average is required, submit both industry-wide and commercial-product-specific declarations; or submit at least 5 declarations for products of the same type by other manufacturers in the same industry.
- D. GreenScreen Chemical Hazard Analysis: Ingredients of 100 parts-per-million or greater evaluated using GreenScreen (METH).
 - 1. Good: GreenScreen (LIST) evaluation to identify Benchmark 1 hazards; a Health Product Declaration includes this information.

2. Better: GreenScreen Full Assessment.
 3. Best: GreenScreen Full Assessment by GreenScreen Licensed Profiler.
 4. Acceptable Evidence: GreenScreen report.
- E. Health Product Declarations (HPD): Complete, published declaration with full disclosure of known hazards, prepared using one of the HPDC (HPD-OLT) online tools.
- F. Manufacturer's Inventory of Product Content: Publicly available inventory of every ingredient identified by name and Chemical Abstract Service Registration Number (CAS RN).
1. For ingredients considered a trade secret or intellectual property, the name and CAS RN may be omitted, provided the ingredient's role, amount, and GreenScreen Benchmark are given.
- G. Recycled Content: Determine percentage of post-consumer and pre-consumer (post-industrial) content separately, using the guidelines contained in 16 CFR 260.13.
1. Previously used, reused, refurbished, and salvaged products are not considered recycled.
 2. Wood fabricated from timber abandoned in transit to original mill is considered reused, not recycled.
 3. Determine percentage of recycled content of any item by dividing the weight of recycled content in the item by the total weight of materials in the item.
 4. Determine value of recycled content of each item separately, by multiplying the content percentage by the value of the item.
 5. Acceptable Evidence:
 - a. For percentage of recycled content, information from manufacturer.
 - b. For cost, Contractor's cost data.
- H. Reused Products: Materials and equipment previously used in this or other construction, salvaged and refurbished as specified.
1. Wood fabricated from timber abandoned in transit after harvesting is considered reused, not recycled.
 2. Acceptable Evidence: Information about the origin or source, from Contractor or supplier.
- I. Source Location: Location of harvest, extraction, recovery, or manufacture; where information about source location is required to be submitted, give the postal address:
1. In every case, indicate the location of final assembly.
 2. For harvested products, indicate location of harvest.
 3. For extracted (i.e. mined) products, indicate location of extraction.
 4. For recovered products, indicate location of recovery.
 5. For products involving multiple manufacturing steps, provide a description of the process at each step, with location.
 6. Acceptable Evidence:
 - a. Manufacturer's certification.
 - b. Life cycle analysis (LCA) performed by third-party.
- J. Sustainably Harvested Wood: Solid wood, wood chips, and wood fiber certified or labeled by an organization accredited by one of the following:
1. The Forest Stewardship Council, The Principles for Natural Forest Management; for Canada visit <http://www.fsccanada.org>, for the USA visit <http://www.fscus.org>.
 2. Acceptable Evidence: Copies of invoices bearing the certifying organization's certification numbers.

PART 2 PRODUCTS

2.1 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is required.
 - 1. See Section 01 12 00 for list of items required to be salvaged for reuse and relocation.

2.2 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Made outside the United States, its territories, Canada, or Mexico.
 - 2. Made using or containing CFC's or HCFC's.
 - 3. Made of wood from newly cut old growth timber.
 - 4. Containing lead, cadmium, asbestos, or mercury.
- C. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.
 - 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
 - 4. Have longer documented life span under normal use.
 - 5. Result in less construction waste. See Section 01 74 19
 - 6. Are made of vegetable materials that are rapidly renewable.
 - 7. Are made of recycled materials.
 - 8. If made of wood, are made of sustainably harvested wood, wood chips, or wood fiber.
 - 9. If bio-based, other than wood, are or are made of Sustainable Agriculture Network certified products.
 - 10. Are Cradle-to-Cradle Certified.
 - 11. Have a published Environmental Product Declaration (EPD).
 - 12. Have a published Health Product Declaration (HPD).
- D. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- E. All electrical products, components and packaged systems are to be approved and labeled by a nationally recognized testing agency such as Underwriters Laboratory (UL) or equal.
- F. Provide interchangeable components by the same manufacture for components being replaced.
- G. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.

- H. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.3 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.4 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.1 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 - Substitution Procedures.

3.2 OWNER-SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
 - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 - 2. Arrange and pay for product delivery to site.
 - 3. On delivery, inspect products jointly with Contractor.
 - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 - 1. Review Owner reviewed shop drawings, product data, and samples.
 - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 - 3. Handle, store, install and finish products.
 - 4. Repair or replace items damaged after receipt.

3.3 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.4 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
- C. Store and protect products in accordance with manufacturers' instructions.
- D. Store with seals and labels intact and legible.
- E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- F. For exterior storage of fabricated products, place on sloped supports above ground.
- G. Provide off-site storage and protection when site does not permit on-site storage or protection.
- H. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- I. Comply with manufacturer's warranty conditions, if any.
- J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- K. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- L. Prevent contact with material that may cause corrosion, discoloration, or staining.
- M. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- N. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 61 16
VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for VOC-Content-Restricted products.
- C. Requirement for installer certification that they did not use any non-compliant products.

1.2 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- B. Section 01 33 29.07 - Prohibited Content Installer Certification: Form for certifying that no non-compliant products were used.
- C. Section 01 40 00 - Quality Requirements: Procedures for testing and certifications.

1.3 DEFINITIONS

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings applied on site.
 - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
 - 3. Flooring.
 - 4. Composite wood.
 - 5. Products making up wall and ceiling assemblies.
 - 6. Thermal and acoustical insulation.
 - 7. Exterior applied products (for LEED Healthcare and Schools projects only).
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings applied on site.
 - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
- C. Interior of Building: Anywhere inside the exterior weather barrier.
- D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
 - 1. Concrete.
 - 2. Clay brick.
 - 3. Metals that are plated, anodized, or powder-coated.
 - 4. Glass.
 - 5. Ceramics.
 - 6. Solid wood flooring that is unfinished and untreated.

1.4 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2005 (Reapproved 2018).
- C. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2020.
- D. SCAQMD 1113 - Architectural Coatings; 1977, with Amendment (2016).
- E. SCAQMD 1168 - Adhesive and Sealant Applications; 1989, with Amendment (2022).

1.5 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.
- C. Installer Certifications Regarding Prohibited Content: Require each installer of any type of product (not just the products for which VOC restrictions are specified) to certify that either 1) no adhesives, joint sealants, paints, coatings, or composite wood or agrifiber products have been used in the installation of installer's products, or 2) that such products used comply with these requirements.

1.6 QUALITY ASSURANCE

- A. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
- B. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.1 MATERIALS

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. VOC-Content-Restricted Products: VOC content not greater than required by the following:
 - 1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
 - 2. Joint Sealants: SCAQMD 1168 Rule.
 - 3. Paints and Coatings: Each color; most stringent of the following:
 - a. 40 CFR 59, Subpart D.
 - b. 6 CRR-NY, Chapter III, Subpart A.
 - c. SCAQMD 1113 Rule.
 - d. CARB (SCM).

PART 3 EXECUTION

3.1 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination.
- B. Examination, preparation, and general installation procedures.
- C. Progress cleaning.
- D. Protection of installed work.
- E. System start-up.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of Owner personnel.
- I. Testing, adjusting and balancing.
- J. Final cleaning.
- K. Closeout procedures.
- L. General requirements for maintenance service.

1.2 RELATED REQUIREMENTS

- A. Section 01 12 00 - Multiple Contract Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

1.3 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.4 COORDINATION

- A. See Section 01 12 00 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and

conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.4 PROGRESS CLEANING

- A. All contractors shall be responsible for daily cleaning of work areas as described.
- B. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- C. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- D. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- E. Collect and remove waste materials, debris, and trash/rubbish from site daily and dispose off-site; do not burn or bury.

3.5 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.
- G. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.6 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and Owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.7 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of final inspection.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

3.8 TESTING, ADJUSTING AND BALANCING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.9 FINAL CLEANING

- A. The General trades Contractor shall employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Execute final cleaning operations before requesting inspection for certification of Substantial Completion.
 - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- C. Use cleaning materials that are nonhazardous.
- D. Clean interior and exterior glass, including mirrors, door glass, windows, and surfaces exposed to view. Polish transparent and glossy surfaces.
 - 1. Remove temporary labels, stains and foreign substances.
 - 2. Remove glazing compounds and other substances that are noticeable vision-obscuring materials.
 - 3. Replace chipped or broken glass and other damaged transparent materials.
- E. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- F. Clean exposed exterior and interior hard surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted and soft surfaces.

- G. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- H. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
- I. Clean filters of operating equipment.
- J. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even textured surface.
- K. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.10 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
 - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 - 3. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases, including but not limited to:
 - a. Affidavit of Release of Liens Form:
 - 1) From Contractor
 - 2) From Subcontractor(s)
 - 3) From Major Material Supplier(s)
 - b. Affidavit of Payment of Debts and Claims Form:
 - 1) From Contractor
 - 2) From all tiers of Subcontractor(s)
 - c. Consent of Surety for Final Payment.
 - d. One (1) year warranty from date of Substantial Completion.
 - 4. Submit final record information.
 - 5. Complete final cleanup requirements, including touchup painting.
 - 6. Touch up and otherwise repair and restore marred, exposed finishes.
- B. Inspection Procedures: Upon receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - 1. The Architect will repeat inspection when requested and assured that the Work is substantially complete.
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance.

3.11 FINAL ACCEPTANCE

- A. Each Contractor shall submit, prior to requesting final inspection, written certification that:

1. Work has been completed in accordance with contract documents, listing any exceptions.
 2. Project has been inspected for compliance with contract documents.
 3. Equipment and systems have been tested in the presence of the Owner and are operational and video-taped instructions prepared and submitted to the Architect and Owner.
 4. Owner's designated staff have been instructed on all equipment and systems and an Owner signed receipt furnished to the Architect.
 5. Operational and Maintenance Manuals have been submitted and reviewed by the Architect.
 6. Owner has been furnished the specified warranties, guarantees and spare parts and an Owner signed receipt furnished to the Architect.
 7. Project has been completed and is ready for final inspection.
- B. If the Architect considers the work complete in accordance with the requirements of the Contract Documents, the Contractor will submit his final requisition (including final changes to the Contract Sum) together with the following to the Architect.
1. Contractor's Affidavit of Payments of Debts and Claims.
 2. Contractor's Release of Liens and Waiver of Liens.
 3. Consent of Surety to Final Payment.
 4. Evidence of continuing insurance coverage.
- C. If the Architect does not consider the work finally complete, the Contractor will be notified, in writing by the Architect with the reasons stated.
- D. Re-inspection Procedure: The Architect will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.
1. Upon completion of re-inspection, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 2. The Contractor shall achieve FINAL COMPLETION of all Work, including correction of punch list items, preparation and delivery of manuals, presentation of training and completion of final paper submissions not later than sixty (60) days following the Contract-scheduled Substantial Completion date. In the event the Contractor shall fail to achieve Final Completion in a timely manner in accordance with this provision, the Contractor and the Contractor's Surety shall be liable for and shall reimburse the Owner for any and all Design Professional fees, materials or expenses made necessary by the Contractor's failure. Additional fees and expenses shall be charged by the Owner against any Final Payment due or which may become due the Contractor.

3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities. Refer to Section 01 78 00 - Closeout Submittals.
1. Provide copies to Architect/Engineer.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Substantial Completion.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Accompany Project Coordinator on Contractor's preliminary final inspection.
- H. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- I. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.
- J. Submit final application for payment identifying total adjusted contract sum, previous payments and sum remaining due.

3.13 GENERAL REQUIREMENTS FOR MAINTENANCE SERVICE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
 - 1. Aluminum and plastic beverage containers.
 - 2. Corrugated cardboard.
 - 3. Wood pallets.
 - 4. Clean dimensional wood.
 - 5. Land clearing debris, including brush, branches, logs, and stumps.
 - 6. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
- E. Contractor Reporting Responsibilities: Submit periodic Waste Disposal Reports; report landfill disposal, incineration, recycling, salvage, and reuse regardless of to whom the cost or savings accrues; use the same units of measure on required reports.
- F. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- G. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.2 RELATED REQUIREMENTS

- A. Section 01 25 00 - Substitution Procedures.
- B. Section 01 30 00 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- C. Section 01 50 00 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- D. Section 01 60 00 - Product Requirements: Waste prevention requirements related to product substitutions.
- E. Section 01 60 00 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- F. Section 01 70 00 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.3 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.4 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
 - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 - 2. Submit Report on a form acceptable to Owner.
 - 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.

- c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
- 4. Incinerator Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
 - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
- 5. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
- 6. Material Reused on Project: Include the following information for each:
 - a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards.
 - c. Include weight tickets as evidence of quantity.
- 7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS

2.1 PRODUCT SUBSTITUTIONS

- A. See Section 01 60 00 and Section 01 25 00.

PART 3 EXECUTION

3.1 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 30 00 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 50 00 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 60 00 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01 70 00 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.2 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Prebid meeting.
 - 2. Preconstruction meeting.
 - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. Provide containers as required.
 - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 01 78 00
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.
- D. Spare Parts and Maintenance Products

1.2 RELATED REQUIREMENTS

- A. Section 00 72 00 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.3 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 2. Submit draft of completed documents in electronic format 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit one hard copy set and one electronic copy on thumb drive of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 3. Field changes of dimension and detail.
 - 4. Details not on original Contract drawings.

3.2 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.3 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:

1. Product data, with catalog number, size, composition, and color and texture designations.
 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.4 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
1. Description of unit or system, and component parts.
 2. Identify function, normal operating characteristics, and limiting conditions.
 3. Include performance curves, with engineering data and tests.
 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports.

- P. Additional Requirements: As specified in individual product specification sections.

3.5 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Product data, shop drawings, and other submittals.
 - c. Operation and maintenance data.
 - d. Field quality control data.
 - e. Photocopies of warranties and bonds.
 - 4. Design Data: To allow for addition of design data furnished by Architect or others, provide a tab labeled "Design Data" and provide a binder large enough to allow for insertion of at least 20 pages of typed text.
- K. Electronic Format: Operation and maintenance data in electronic format shall be assembled and arranged as prescribed for hard copy manuals.
 - 1. All content shall be:
 - a. In individual documents, using .pdf format.
 - b. Organized into named folders.
 - c. In a fully searchable format.
 - d. Saved to high quality thumb drive.

3.6 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for

items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

3.7 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

END OF SECTION