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November 11, 2026

Re: Monroe-Woodbury Central School District
2023 Bond: Phase 3 – NMES
CPL R23.15292.00

# ADDENDUM #2

Attention to Bidders:

This Addendum for the above referenced bid solicitation consists of this cover page and the following attached hereto and made a part hereof the original bid solicitation documents.

**RFI QUESTIONS AND RESPONSE:**

All RFI questions and corresponding responses are included in the attached documents. Any RFIs not addressed in this addendum will be responded to in Addendum No. 3.

Specifications:

1. **REPLACE** specification section 000101-PROJECT MANUAL VOL1 with the attached specification section 000101-PROJECT MANUAL VOL1.

2. **REPLACE** specification section 000101-PROJECT MANUAL VOL2 with the attached specification section 000101-PROJECT MANUAL VOL2.

3. **REPLACE** specification section 000110-TABLE OF CONTENTS with the attached specification section 000110-TABLE OF CONTENTS.

4. **REPLACE** specification section 002000 - INSTRUCTIONS TO BIDDERS with the attached specification section 002000 - INSTRUCTIONS TO BIDDERS.

5. **REPLACE** specification section 003119-EXISTING CONDITION INFORMATION with the attached specification section 003119-EXISTING CONDITION INFORMATION.

6. **REPLACE** specification section 003126-EXISTING HAZARDOUS MATERIAL INFORMATION with the attached specification section 003126-EXISTING HAZARDOUS MATERIAL INFORMATION.

7. **REPLACE** specification section 004000-FORM OF PROPOSAL - GENERAL CONSTRUCTION with the attached specification section 004000-FORM OF PROPOSAL - GENERAL CONSTRUCTION.

8. **REPLACE** specification section 004000-FORM OF PROPOSAL – ROOF CONSTRUCTION with the attached specification section 004000-FORM OF PROPOSAL - ROOF CONSTRUCTION.

9. **REPLACE** specification section 004000-FORM OF PROPOSAL – MECHANICAL & PLUMBING CONSTRUCTION with the attached specification section 004000-FORM OF PROPOSAL – MECHANICAL & PLUMBING CONSTRUCTION.

10. **REPLACE** specification section 004000-FORM OF PROPOSAL – ELECTRICAL CONSTRUCTION with the attached specification section 004000-FORM OF PROPOSAL – ELECTRICAL CONSTRUCTION.

11. **REPLACE** specification section 004000-FORM OF PROPOSAL – HAZARDOUS MATERIALS CONSTRUCTION with the attached specification section 004000-FORM OF PROPOSAL - HAZARDOUS MATERIALS CONSTRUCTION.

12. **REPLACE** specification section 004500-QUALIFICATION STATEMENT with the attached specification section 004500-QUALIFICATION STATEMENT.

13. **REPLACE** specification section 005100-AGREEMENT FORM AIA_A132 with the attached specification section 005100-AGREEMENT FORM AIA_A132.

14. **REPLACE** specification section 007100-GENERAL CONDITIONS AIA_A232 with the attached specification section 007100-GENERAL CONDITIONS AIA_A232.

15. **REPLACE** specification section 007343-WAGE RATE REQUIREMENTS with the attached specification section 007343-WAGE RATE REQUIREMENTS.

16. **REPLACE** specification section 012100-ALLOWANCES with the attached specification section 012100-ALLOWANCES.

17. **REPLACE** specification section 012200-UNIT PRICES with the attached specification section 012200-UNIT PRICES.

18. **REPLACE** specification section 012300-ALTERNATES with the attached specification section 012300-ALTERNATES.

19. **REPLACE** specification section 020800-ASBESTOS ABATEMENT-ALTERNATES with the attached specification section 020800-ASBESTOS ABATEMENT-ALTERNATES.

20. **REPLACE** specification section 075323-EPDM Membrane Roofing with the attached specification section 075323-EPDM Membrane Roofing.

21. **REPLACE** specification section 275116 – Public Address and Clock System with attached specification section 275116 – Public Address and Clock System.

Drawings:

1. **REPLACE** drawing NMES-S201 with attached drawing NMES- S201.
2. **REPLACE** drawing NMES-S202 with attached drawing NMES- S202.
3. **REPLACE** drawing NMES-S900 with attached drawing NMES- S900.
4. **REPLACE** drawing NMES-A105with attached drawing NMES-A105.
5. **REPLACE** drawing NMES- A205 with attached drawing NMES-A205.
6. **REPLACE** drawing NMES-A303 with attached drawing NMES- A303.
7. **REPLACE** drawing NMES- P000 with attached drawing NMES- P000.
8. **REPLACE** drawing NMES-E001 with attached drawing NMES-E001.
9. **REPLACE** drawing NMES-E003 with attached drawing NMES-E003.
10. **REPLACE** drawing NMES-E100 with attached drawing NMES-E100.

11. **REPLACE** drawing NMES-E200 with attached drawing NMES-E200.

12. **REPLACE** drawing NMES-E203 with attached drawing NMES-E203.

13. **REPLACE** drawing NMES-E400 with attached drawing NMES-E400.

14. **REPLACE** drawing NMES-E901 with attached drawing NMES-E901.

15. **REPLACE** drawing NMES-E902 with attached drawing NMES-E902.

This Addendum is available for download online.

Bidders are to acknowledge receipt of this Addendum in their bid.

**The Bid Opening Date and Time remain unchanged.**

All questions by prospective bidders concerning this solicitation should be directed in writing to Thomas Hunter at CPL (THunter@cplteam.com) at least seven (7) business days prior to the originally scheduled bid opening date.

Sincerely,

Thomas Hunter
Senior Architectural Designer
CPL ARCHITECTURE. ENGINEERING. PLANNING.

END OF ADDENDUM #2

PROJECT: Monroe Woodbury CSD
Ph3 Part 2 - North Main

PROJECT MANAGER: Jason LaRocca
PREPARED BY: Thomas Hunter
DATE: 11/11/2026

CPL ARCHITECTURE ENGINEERING PLANNING CPLteam.com

| BID RFI ID No. | ADDENDUM NO. | Question | Answer |
|---|---|---|---|
| BID RFI-001 | 2 | Drawing note (1) states "PROVIDE A RECESSED CEILING MOUNTED SPEAKER, MODEL BAFKIT2X2L2570 AT EACH LOCATION INDICATED. PROVIDE (1) CAT.6A UTP PLENUM RATED CABLE, YELLOW IN COLOR, FROM SPEAKER BACK TO LOCAL DATA RACK. PROVIDE CAT.6A RJ45 JACKS, YELLOW IN COLOR, ON BOTH ENDS OF CABLE. COIL 10' OF CABLE ABOVE CEILING AT EACH CLOCK AND SPEAKER LOCATION."<br>The specified Rauland speaker uses a 25/70V transformer with pigtail ends for connection. Please confirm cable to be used for these analog speakers and if they are to be direct home runs from each speaker back to the data rack or if they will be connected in daisy chains. | 16 gauge twisted pair wiring. Speakers can be daisy chained back to amplifiersin rack, max of 60 speakers per circuit, set to 1.25w per specifications. |
| BID RFI-002 | 2 | Please confirm if the exterior horn speakers are to be analog or IP endpoints. | Exterior Horn Speakers are to be analog. |
| BID RFI-003 | 2 | Drawing NMES A-105 Roof E calls out the roof deck as 3" Poured wood Deck.<br>Please clarify if the roof deck is wood or poured concrete over a different substrate.<br>Drawing NMES A-200 Shows a door 03 as an exterior door. Drawing NMES A-900 on the door schedule the basement calls out 2 doors. Door 02 is called out to be FRP and Door 03 calls out to be HM. Please clarify where door 02 is located an if door 03 is to be HM. | Roof E has a 3" poured gyp deck. Door 02 is an exterior door located in the courtyard. Door 03 is confirmed to be HM. |
| BID RFI-004 | 2 | Please confirm if the school/district will be providing the network switches and patch panels for the new IP endpoints. | District will purchase new network switches if needed. Patch panels are by contractor per specification section 271500 |
| BID RFI-005 | 2 | 1. Does the existing building have any spray foam fireproofing or other materials attached directly to the roof deck that could be impacted during the roof replacement/rehab work? | Not to our knowledge |
| | | 2. 6/A800 shows a rail support for piping. Detail 3 on P000 shows roof gas piping supports with U-Anchor and guy wire bracing. Which detail should be used? Also, please clarify which contract owns the required supports and/or anchors. | See Addendum 2 and Multiple Contract Summary |
| | | 3. Ref note R4 on A205, P101 and 1/P000. Which contract owns the new vent pipe work? | See Multiple Contract Summary |
| | | 4. Ref P103 & P203 please confirm that Contract 3 – Mechanical/Plumbing owns the roof drain replacement including the hydro jet and scoping per Note R5 on A205 | See Multiple Contract Summary |
| | | 5. Ref note R3 on A205. Are we replacing curbs or extending existing curbs? Ref. H103A-C, which contract owns removing the existing curbs? Ref H203A-C, which contract owns the new curbs? Which contract owns temporary protection of the opening during replacement? | All curbs are to be replaced. RC as part of the demo work is to remove all curbs. New curbs are to be furnished by MC and installed by RC. Refer to Multiple Contract Summary. |
| | | 6. Which contract owns the roof abatement work? | RC - Refer to Multiple contract Summary |
| | | 7. Which contract owns the masonry work shown on the elevations drawings A106 – A110 and A300-A304? | See Multiple Contract Summary |
| | | 8. Which contract owns the masonry & metal siding work shown on 7/A802? | See Multiple Contract Summary |
| | | 9. Which contract owns the metal panels, wood sheathing, and soffit work on 2/A801? | RC owns the work refrenced on 2/A801 |
| | | 10. Which contract owns the brick replacement shown on 9&12/A800? Which contract owns the core drilling per 4/A801? | See Multiple Contract Summary |
| | | 11. Which contract owns the interior sheathing, hat channel, and batt insulation work on 1/A803? | GC to own the interior work refrenced on 1/A803 |
| | | 12. Which contract owns the exterior roof ladder shown on 4/A851? | RC |
| | | 13. Which contract owns the masonry and louver work shown on A851? | GC - See Multiple Contract Summary |
| | | 14. Which contract owns the door work and masonry work per 6/A900? | RC is responsible for Roof Door #1 and associated masonry work. All other door work is the responsibility of the GC. |
| | | 15. Ref Note R6 on A205, which contract owns the deck infill and interior ceiling work? | See Multiple Contract Summary |
| | | 16. Ref A803 and H803. Both drawings show duct support details. Which contract owns providing the supports? | MC to furnish RC to install - See Multiple Contract Summary |
| | | 17. 075323, section 2.03.A calls out JM EPDM NR (non-reinforced) as the product for the EPDM membrane, but 2.03.B calls for reinforced EPDM. Notes R1A and R1B call for reinforced as well. Are we providing nonreinforced or reinforced EPDM? | RC to provide no reinforced - Refer to Addendum 2 |
| | | 18. 075323, section 3.10 calls for a coating over the EPDM. This is not a on the roof plans or details. Do we need to coat the EPDM roof membrane? | We are not coating over the new EPDM roof membrane - See Multiple Contract Summary |
| | | 19. 7/A800 & 2/A801 show a standard gravel stop stripped in with 9" and 6" flashing. 077100 calls for a snap-on fascia system. Which is being installed? | The fascia system shown on the drawings is required |
| | | 20. Ref 1/A801, which contract owns the ladder work? Which contract owns the interior hatch well work? | RC owns ladder and hatch work - See Multiple Contract Summary |
| | | 21. Which contract owns the structural work on S202? | RC owns structural work related to the roof - See Multiple Contract Summary & |
| | | 22. Which contract owns the interior curb materials shown on 7/H801? | RC - See Multiple Contract Summary |
| RFI-007 | 2 | Note #4 on Sheet A202 indicates that certain walls are to extend to the underside of the deck. For bidding, please confirm that the extension above the finished ceiling to the underside of the deck does not exceed 4'-0" in height. If it is more than 4'-0", please confirm the existing deck height. | Refer to sheet A400 |
| RFI-008 | 3 | Several walls on Sheet A203 are labeled "FIN." We could not find this designation on the partition schedule or the partition types on Sheet A400. Please define "FIN" and confirm the related wall construction or scope of work. | |
| RFI-009 | 2 | Sheet A400 shows Type X gypsum board, but the specifications call for moisture-resistant (MR) gypsum board. Please clarify which product is required. If both are intended, please confirm where each one goes. | Typ X gyp board is to installed on all interior walls. Typ MR gyp board to be installed aat the bulkhead ceiling. |
| RFI-010 | 2 | Please provide the project milestone schedule. | See Addendum 1 |
| RFI-011 | 2 | General Note #4 at the top of Sheet A400 calls for minimum 18 ga metal studs.<br>The enlarged partition type details on the same sheet call for 16 ga. Please confirm that 16 ga metal studs are required for all new interior framing. | 18ga @all interior wall. 16ga @all pipe chase enclosures |
| RFI-012 | 2 | Detail 4/A400 applies to the corridor walls that get new gypsum board on the corridor side. These walls also get a layer of gypsum board on the classroom side, up to the classroom ceiling height. Please clarify the following:<br>1 - What is the existing wall height?<br>2 - Is the new gypsum board to be installed over the existing framing, with the existing studs to remain?<br>3 - Are any existing wall finishes to be removed before the new board goes on? | Refer to sheet A400 |
| RFI-013 | 2 | Roofing bid form doesn't list a space for the MPC-4 new split system HVAC for kitchen alternate. Please update. | See Addendum 2 |
| RFI-014 | 2 | HZ100 shows ACM at the cementitious panel soffits along the facia. Which contract owns this abatement work? | RC |

# PROJECT MANUAL
# MONROE-WOODBURY CENTRAL SCHOOL DISTRICT
# 2023 BOND: NMES

**278 Route 32, Central Valley, NY 10917**

**Monroe, New York - 10917**

## VOLUME 1 - DIVISIONS 0 - 14

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**ENGINEERING FIRM AUTHORIZATION NO.:** 0021419
**CPL PROJECT NO.:** R23.15292.00
**DOCUMENT ISSUE DATE:** ,October 23 2026
**NEW YORK STATE EDUCATION DEPARTMENT PROJECT CONTROL NUMBER(S):**
**North Main Elementary School: 44-12-01-06-0-002-011**
**North Main Elementary School: 44-12-01-06-0-002-012**

**DESIGN PROFESSIONAL'S CERTIFICATION:**
The undersigned certifies that "the design of this project conforms to all applicable provisions of the New York State Uniform Fire Prevention and Building Code, the New York State Energy Conservation Code and the Building Standards of the New York State Education Department." Furthermore, "No new asbestos containing building materials (ACBM) shall be used in construction" and "work will involve known or suspected (ACBM), as evidenced by bulk or destruct testing, and will be done in accordance with Industrial Code Rule #56".

**ALTERATION WARNING STATEMENT:**
It is a violation of the New York State Education Law and the Commissioner's regulations for any person, unless acting under the direction of a licensed Architect, Engineer or Land Surveyor, to alter an item in any way. If an item bearing the seal of an Architect, Engineer or Land Surveyor is altered, the altering party shall affix to the item, their seal and the notation " ALTERED BY ", followed by their signature and the date of such alteration, and a specific description of the alteration.


**ARCHITECT / ENGINEER**

CPL

2875 Route 35, Suite 7S-1,
Katonah, NY 10536
PHONE: 914-276-0777
www.cplteam.com

**CONSTRUCTION MANAGER**

The Palombo Group

22 Noxon Street, Poughkeepsie, NY 12601
(845) 332-0202
www.thepalombogroup.com

**OWNER**

Monroe-Woodbury Central School District

Central Valley, NY 10917

(845) 460-6200
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# PROJECT MANUAL
# MONROE-WOODBURY CENTRAL SCHOOL DISTRICT
# 2023 BOND: NMES

**278 Route 32, Central Valley, NY 10917**

**Monroe, New York - 10917**

## VOLUME 2 - DIVISIONS 22 - 33

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**ENGINEERING FIRM AUTHORIZATION NO.:** 0021419
**CPL PROJECT NO.:** R23.15292.00
**DOCUMENT ISSUE DATE:** ,October 23 2026
**NEW YORK STATE EDUCATION DEPARTMENT PROJECT CONTROL NUMBER(S):**
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**END OF SECTION 000110**

**SECTION 002000**
**INSTRUCTIONS TO BIDDERS**

## PART 1 GENERAL

### 1.01 SUMMARY

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

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION (NOT USED)

**END OF SECTION 002000**

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DRAFT

# AIA® Document A701™ – 2018

## *Instructions to Bidders*

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

2023 BOND: PHASE 3 - NMES
212 North Main Street
Monroe, NY 10950

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

Monroe-Woodbury Central School District
278 Route 32
Central Valley, NY 10917

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

CPL Architects, Engineers, and Landscape Architect, D.P.C. d/b/a CPL
2875 Route 35 Suite 7S-1
Katonah, NY 10536
CPL Project No.: R23.15292.00

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9 AUTODESK CONSTRUCTION CLOUD (ACC) OR NEWFORMA

10 TAXES


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

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

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

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

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## ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

## ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

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

**§ 3.1.2** Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within thirty (30) days following the award of the Contract or rejection of the Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded. Good condition as used in this section means that the Bidding Documents must be returned bound as issued, legible, and containing only the markings necessary for bidding purposes.

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

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

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

**§ 3.2 Modification or Interpretation of Bidding Documents**

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

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

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

« »

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

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

**§ 3.2.5** Communications regarding the Bidding Documents shall be directed to....., Telephone.....

**§ 3.2.6 EQUIVALENCY**

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

**§ 3.3 Substitutions**

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

**§ 3.3.2 Substitution Process**

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

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

**§ 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.

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

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

**§ 3.4 Addenda**

**§ 3.4.1** Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents through the print method stated in the Advertisement or Invitation to Bid, or as follows:
*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

« »

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

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

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

## ARTICLE 4 BIDDING PROCEDURES

**§ 4.1 Preparation of Bids**

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

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

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

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

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

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

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

**§ 4.1.8 Required for New York State Public Bids. Delete if not required. Verify $ amount per location. NYC area is higher.**

**§ 4.1.8** In accordance with the Wicks Reform 2008, Single Prime Contracts for projects under the monetary threshold of $500,000 the bid shall be accompanied by a separate sealed envelope naming each subcontractor for the Plumbing,

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HVAC and Electrical work, with the amounts paid to each Contractor. This list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs. This list must be open for public inspection.

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

**§ 4.2 Bid Security**

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

«

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

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

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

**If Electronic submission is allowed, edit § 4.3.1 and § 4.3.2 accordingly.**

**§ 4.3 Submission of Bids**

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

« »

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

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

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

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

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### § 4.4 Modification or Withdrawal of Bid

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

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

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

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

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 Opening of Bids

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

### § 5.2 Rejection of Bids

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

### § 5.3 Acceptance of Bid (Award)

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

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

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 Contractor's Qualification Statement

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

### § 6.2 Owner's Financial Capability

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

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**§ 6.3 Submittals**

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

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

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

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

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

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

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

**Delete Article 7 if Bonds are not required.**

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

**§ 7.1 Bond Requirements**

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

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

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

**§ 7.1.4** Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall each be equal to one hundred (100) percent 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 ten (10) days after the Bidder has received notice of the acceptance of its Bid but in no event shall bonds be delivered later than the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

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

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

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

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## 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** 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:

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

« »

**Article 9** **CHOOSE EITHER AUTODESK OR NEWFORMA AND DELETE THE OTHER**

**ARTICLE 9: AUTODESK CONSTRUCTION CLOUD (ACC) REQUIREMENTS**

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

**ARTICLE 9: NEWFORMA REQUIREMENTS. NOTE: Newforma is being Phased out by CPL, most Projects will use Autodesk.**

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

**Delete Article 10 if Owner is not NYS tax exempt.**

**ARTICLE 10: TAXES**

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

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**User Notes:** (1245080934)

**SECTION 003119**
**EXISTING CONDITION INFORMATION**

## PART 1 GENERAL

### 1.01 EXISTING CONDITION INFORMATION

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

B. Existing drawings that include information on existing conditions, including previous construction at Project Site, are available for viewing or download on the Architect's information exchange website (Autodesk Forma).

C. Existing specifications and submittals that include information on existing conditions, including previous construction at Project Site, are available for viewing or download on the Architect's information exchange website (Autodesk Forma).

D. Related Requirements:
   1. Section 002000 - Instructions to Bidders: Bidder's responsibilities for examination of Project site and existing conditions.
   2. Section 003126 - Existing Hazardous Material Information: Hazardous materials reports that are made available to bidders.

## PART 2 PRODUCTS – (NOT USED).

## PART 3 EXECUTION – (NOT USED).

**END OF SECTION 003119**

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# SECTION 003126
# EXISTING HAZARDOUS MATERIAL INFORMATION

## PART 1 GENERAL

### 1.01 EXISTING HAZARDOUS MATERIAL INFORMATION

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

B. An existing asbestos report for Project, is appended to this Document.

C. Related Requirements:
   1. Section 002000 - Instructions to Bidders: Bidder's responsibilities for examination of Project Site and existing conditions.
   2. Section 024100 - Demolition: Notification requirements if materials suspected of containing hazardous materials are encountered.

## PART 2 PRODUCTS – (NOT USED).

## PART 3 EXECUTION – (NOT USED).

**END OF SECTION 003126**

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# QuES&T

Quality Environmental Solutions & Technologies, Inc.

# PRE-CONSTRUCTION SURVEY REPORT
## FOR
## ASBESTOS-CONTAINING MATERIALS (ACM)
## &
## LEAD-BASED PAINTS (LBP)

**Prepared for:**

**CLARK PATTERSON LEE**
**26 IBM Road**
**Poughkeepsie, NY 12601**

**at**

**MONROE-WOODBURY CSD – 2023 BOND PHASE 2**
**278 Route 32**
**Central Valley, NY 10917**

**December 26, 2024**

**QuES&T Project #246371**

1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251
NYS MWBD MBE Cert # 49952-2006 NYSUCP DBE Certified NJUCP DBE Certified www.Qualityenv.com

# QuES&T

Quality Environmental Solutions & Technologies, Inc.

Clark Patterson Lee
26 IBM Road
Poughkeepsie, NY 12601

**ATTN: Lauren Tarsio**

Via E-mail: ltarsio@cplteam.com

Re: Monroe-Woodbury CSD
Multiple Building Renovations
Pre-Construction Asbestos and Lead
QuES&T Project #24-6371

Dear Mrs. Tarsio,

Attached is the Pre-Construction Inspection Report for Asbestos-containing Materials (ACM) and Lead-Based Paints (LBP)identified throughout areas included within the above-referenced location(s) by **Qu**ality **E**nvironmental **S**olutions **&** **T**echnologies, Inc. **(QuES&T)**. The inspection included visual assessment of the location in question, and representative sampling, as required, in compliance with the requirements of all applicable federal, state, and local regulations.

The attached report summarizes the inspection protocol and inspection results for your review. **QuES&T** believes this report accurately reflects the material condition existing in the functional spaces at the time of our inspection.

Should you wish to discuss this matter further or require additional information concerning this submittal, please contact us at (845) 298-6031. **QuES&T** appreciates the opportunity to assist Clark Patterson Lee in the environmental services area.

Sincerely,



***Shannon D. Talsma***
Field & Technical Services
NYS/AHERA Inspector/Project Monitor Cert. #AH 24-61PEC-SHAB
NYS Mold Assessor Cert. #23-6O1D6-SHMO
XRF Technician
stalsma@qualityenv.com

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## EXECUTIVE SUMMARY

**Q**uality **E**nvironmental **S**olutions & **T**echnologies, Inc. (**QuES&T**) was retained by Clark Patterson Lee to conduct a Pre-Construction Survey for the presence of Asbestos-containing Materials (ACM) and Lead-based Paints (LBP), in support of the Monroe-Woodbury Central School District's Construction Project, located at Multiple Different Buildings throughout the Monroe-Woodbury Central School District.

The survey included a visual inspection/assessment for suspect hazardous material(s), as detailed above, which are likely to be affected by planned demolition/renovations/construction activities. Inspection and sampling were limited to areas/materials slated for demolition/renovation/construction.

The survey was conducted by **QuES&T** personnel on November 5th, 6th & 7th, 2024. Asbestos & Lead inspections and/or sampling were conducted by NYSDOL Asbestos Inspector(s) Todd McAfee (Cert. #AH 24-6LUAF-SHAB), Shannon D. Talsma (Cert. #AH 24-61PEC-SHAB), Jessica E. Lopez (Cert. #AH 22-08821) and Dillon T. Stamper (Cert. #AH 24-6LUH4-SHAB). The lead survey was conducted by XRF Technician Jessica E. Lopez utilizing X-Ray Fluorescence Technology (XRF).

## ASBESTOS

Laboratory analysis and/or existing sampling data indicated the following materials as Asbestos-containing Materials (greater than 1% asbestos) **(Refer to Table I & Appendix A for details and locations)**

**North Main Elementary School**

- Roof to Building, Termination Bar, Caulk
- Roof, Field, Bottom Layer, On Wood Deck, Built Up Roofing
- Roof, Perimeter, Second Layer, Tar Paper Vapor Barrier

## LEAD

Based on review of the data generated by the Viken Pb200e Serial #3553, the following surfaces within the scope of work were identified as lead based as defined by HUD/EPA (equal to or in excess of 1.0 milligram per square centimeter) (**Refer to Table II & Appendix C for details**):

It should be noted that several components tested did in fact contain minimal lead-levels below the EPA threshold level of 1.0 mg/sq. cm for classification as Lead-Based Paint (LBP) and are considered lead-containing coatings by the OSHA Regulation, "Lead Exposure in Construction" (29 CFR 1926.62). OSHA does not recognize a minimum limit for lead concentrations in paint for the purposes of disturbance. Monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure. Items containing any amount of lead concentration are considered lead-containing coatings per 29 CFR 1926.62, OSHA Lead Exposure in Construction.

## 1.0 INTRODUCTION:

**Qu**ality **E**nvironmental **S**olutions **&** **T**echnologies, Inc. **(QuES&T)** performed a Pre-Construction Survey for the presence of Asbestos-containing Materials (ACM), Lead-based Paint (LBP), and Polychlorinated Biphenyls (PCB), in conformance with the requirements of all applicable federal, state, and local regulations. The survey included a visual inspection/assessment, and representative sampling of suspect hazardous materials, as required, throughout accessible interior and exterior locations to be affected by future construction projects.

Certified **QuES&T** personnel, Todd McAfee, Shannon D. Talsma, Dillon T. Stamper and Jessica E. Lopez conducted field inspection(s) on November 5th, 6th & 7th, 2024. The inspection scope was established based on review of work scope drawings.

**QuES&T** established functional spaces based either on physical barriers (i.e., walls, doors, etc.) or homogeneity of material. Within each functional space identified, a visual inspection was performed using reasonable care and judgment, to identify and assess location, quantity, friability, and/or condition, as applicable, of all accessible installed building materials observed at the affected portion of the building/structure.

Limited localized demolition of building surfaces was performed, as part of this survey, to access concealed surfaces. No disassembly of installed equipment was conducted as part of this inspection. ACM and/or LBP, PCB, concealed within structural components and equipment interiors or that is accessible only through extensive mechanical or structural demolition may not have been identified as part of this survey.

Homogenous material types were established based on appearance, color, and texture. The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. The findings and conclusions of this report are not meant to be indicative of future conditions at the site and does not warrant against conditions that were not evident from visual observations or historical information obtained from others.

## 2.0 ASBESTOS SURVEY:

### 2.1 INSPECTION SUMMARY

**QuES&T** performed a Pre-Construction Survey, in conformance with Title 12 NYCRR Part 56-5.1, for Clark Patterson Lee in support of the Monroe-Woodbury Central School District's construction project located at multiple buildings throughout the Monroe-Woodbury Central School District. The survey included a visual inspection / assessment for Presumed Asbestos-containing Materials (PACM) and

suspect miscellaneous Asbestos-containing Materials (ACM) throughout accessible interior and exterior locations to be affected by future renovations, as detailed above.

Limited localized demolition of building surfaces was performed, as part of this survey, to access concealed surfaces. No disassembly of installed equipment was conducted as part of this inspection. ACM concealed within structural components and equipment interiors or that is accessible only through extensive mechanical or structural demolition may not have been identified as part of this survey. When any construction activity, such as demolition, remodeling, renovation, or repair work, reveals PACM or suspect miscellaneous ACM that has not been identified, as part of this survey, all construction activities shall cease in the affected area.

The survey included both visual inspection of accessible spaces and representative sampling of suspect building materials for ACM. Samples collected were analyzed by a laboratory approved under the New York State Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP). Samples were analyzed in the laboratory by Polarized Light Microscopy (PLM), Polarized Light Microscopy-NOB (PLM-NOB) and/or Quantitative Transmission Electron Microscopy (QTEM), as required. Sample collection and laboratory analysis were conducted in compliance with the requirements of Title 12 NYCRR Part 56-5.1, 29 CFR 1926.1101 and standard EPA & OSHA accepted methods. Samples consisting of multiple layers were separated and analyzed independently in the laboratory.

## 2.2 SAMPLE COLLECTION & ANALYTIAL PROCEDURES

Representative bulk sampling was performed on suspect building materials for laboratory analysis using PLM, PLM-NOB, and/or QTEM. The following is a summary of installed building materials sampled:

- Wall Materials –
  Central ES – Façade Panel Stucco.
  North Main ES – Façade Brick & Mortar.
  Pine Tree ES – Sheetrock, Plasters, Cementitious Block, Mortar.

- Ceiling Materials – Joint Compound, Sheetrock, Joint Tape, Ceiling Tile, Plaster.

- Flooring Materials –
  Pine Tree ES – 9" x 9" Floor Tile, 12" x 12" Floor Tile, Mastic, Vapor Barrier.

- Thermal System Insulation Materials (TSI) –
  Pine Tree ES – Canvas Wrap, Packing, Mudded Joint Packing, Rope Gasket, Pipe Insulation.

- Roofing Materials –
  Central ES – Cementitious Deck, Tectum, Built Up Roofing, Fiberboard.
  North Main ES – Tectum Deck, Tar, Perlite, Built Up Roofing, ISO Insulation, Tar Paper Vapor Barrier, Rolled Roofing, EPDM.
  Pine Tree ES – Tectum, Perlite, Built Up Roofing, ISO, Tar.

- Miscellaneous Materials –
  Central ES – Chimney Brick & Mortar.
  North Main ES – Caulk.
  Pine Tree ES – Caulk.

Certified **QuES&T** personnel (Appendix C), Shannon D. Talsma (Cert. #AH 23-61PEC-SHAB) and Dillon T. Stamper (Cert. #AH 24-6LUH4-SHAB) performed visual assessments throughout interior and exterior construction areas. A total of two hundred forty-three **(243)** samples/layers of installed and accessible suspect building materials were analyzed by a laboratory approved under the NYSDOH ELAP. Ninety-three **(93)** samples/layers were analyzed using Polarized Light Microscopy (PLM) for friable materials; eighty-four **(84)** samples/layers were analyzed using Polarized Light Microscopy (PLM-NOB) for non-friable organically bound materials; and sixty-six **(66)** samples/layers were analyzed by Confirmatory-QTEM following negative-determinations using PLM-NOB protocols.

## 2.3 IDENTIFIED ASBESTOS-CONTAINING MATERIALS (ACM)

**TABLE I: IDENTIFIED ACM**
**MONROE-WOODBURD CSD - Multiple Buildings throughout School District**
**(Refer to Appendix A for details)**

KEY: **ACM** = Materials containing greater than 1% of asbestos;
**LF** = Linear Feet; **SF** = Square Feet; **PACM** = Presumed Asbestos-containing Materials;
**Friable** = ACM capable of being released into air, and which can be crumbled, pulverized, powdered, crushed, or exposed by hand-pressure.

| Location | Material | Approximate Quantity | Friable? | Condition |
|---|---|---|---|---|
| | | | | |
| **North Main Elementary School – 212 North Main Street, Monroe, NY 10950** | | | | |
| Roofs A, B, C, D, G, and H, Throughout, on Non-ACM Wood Deck and Non-ACM Masonry Walls | Built-Up Roofing, Tar Vapor Barrier, and Termination Bar Caulk | 20,000 SF | No | Good |

## 3.0 LEAD SURVEY:

### 3.1 INSPECTION SUMMARY

**QuES&T** conducted a Pre-Construction Lead Survey, utilizing X-Ray Fluorescence Technology (XRF), throughout specific interior and exterior areas of multiple buildings within the Monroe-Woodbury Central School District. The survey was limited to specific accessible, representative building components & immovable objects, potentially affected by scheduled renovation/construction activities.

XRF Technician(s) Jessica E. Lopez of **QuES&T**, collected a total of seventy-nine **(79)** samples (including calibrations) on November 5th, 6th & 7th, 2024.

### 3.2 IDENTIFIED LEAD-BASED PAINT(S) (LBP)

Based on review of the data generated by the Viken Pb200e Serial #3553, the following surfaces tested were identified as lead based as defined by HUD/EPA (equal to or in excess of 1.0 milligram per square centimeter):

**TABLE II: IDENTIFIED LEAD-BASED PAINT**
**MONROE-WOODBURY CSD**
**Multiple Buildings throughout School District**
**(CONSTRUCTION AREAS)**
**(Refer to Appendix C for details)**

| Location | LBP Component | Substrate | Color | LBP Condition | Approximate Quantity |
|---|---|---|---|---|---|
| | | | | | |

It should be noted that several components tested did in fact contain minimal lead-levels below the EPA threshold level of 1.0 mg/sq. cm for classification as Lead-Based Paint (LBP) and are considered lead-containing coatings by the OSHA Regulation, "Lead Exposure in Construction" (29 CFR 1926.62). OSHA does not recognize a minimum limit for lead concentrations in paint for the purposes of disturbance. Monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure. Items containing any amount of lead concentration are considered lead-containing coatings per 29 CFR 1926.62, OSHA Lead Exposure in Construction.

## 4.0 RECOMMENDATIONS:

### 4.1 ASBESTOS

All construction personnel as well as individuals who have access to locations where asbestos containing materials (ACM) exists should be informed of its presence and the proper work practices in these areas. Conspicuous labeling of all ACM is suggested to ensure personnel are adequately informed. Personnel should be informed not to rest, lean or store material or equipment on or near these surfaces and not to cut, saw, drill, sand or disturb ACM. All removal, disturbance, and repair of ACM should be performed in compliance with Title 12 NYCRR Part 56 by persons properly trained to handle ACM. Facility custodial and maintenance personnel should receive training commensurate with their work activities as defined in 29 CFR 1910.1001.

As specified in Title 12 NYCRR Part 56-5.1 (h) and (i), "If the building/structure asbestos survey finds that the portion of the building/structure to be demolished, renovated, remodeled, or have repair work contains ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material, which is impacted by the work, the owner or the owner's agent shall conduct, or cause to have conducted, asbestos removal performed by a licensed asbestos abatement contractor in conformance with all standards set forth in this Part. All ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material impacted by the demolition, renovation, remodeling, or repair project shall be removed as per this Part, prior to access or disturbance by other uncertified trades or personnel. No demolition, renovation, remodeling or repair work shall be commenced by any owner or the owner's agent prior to the completion of the asbestos abatement in accordance with the notification requirements of this Part…All building/structure owners and asbestos abatement contractors on a demolition, renovation, remodeling, or repair project, which includes work covered by this part, shall inform all trades on the work site about PACM, ACM, asbestos material and suspect miscellaneous ACM…Bids may be advertised and contracts awarded for demolition, remodeling, renovation, or repair work, but no work on the current intermediate portion of the project shall commence on the demolition, renovation, remodeling or repair work by any owner or agent prior to completion of all necessary asbestos abatement work for the current intermediate portion of the entire project, in conformance with all standards set forth in this Part."

Prior to conducting demolition or construction work at the building, all ACM affected/impacted by such activities shall be removed utilizing a licensed asbestos abatement contractor and NYSDOL/EPA/NYC certified personnel prior to construction/demolition activities. All work conducted should be in accordance with all legal requirements, including but not limited to U.S. Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) [40 CFR Part 61], New York State Industrial Code Rule 56 Asbestos Regulations (ICR 56) and Chapter 1 of Title 15 of the Rules of the City of New York Regulations, as applicable. Advance notification of the asbestos project to the USEPA, NYSDOL, and NYCDEP may be required.

All suspect building materials not sampled during this survey should be considered ACM until these materials are sampled and analyzed for ACM in the laboratory. Concealed ACM: In addition to the ACMs identified at the site, there is a possibility that concealed ACM may exist at the subject facility. As such, if any concealed suspect ACM is encountered during future construction related activities, the work should immediately stop. Prior to resuming the work, the suspect ACM should either be 1) Sampled by an appropriately certified asbestos professional and submitted to an Approved NYSDOH ELAP laboratory for asbestos analysis or 2) Presumed to be ACM (PACM) and removed by a licensed asbestos abatement contractor for disposal in accordance with all applicable regulations.

### 5.2 LEAD

In addition to any identified Lead-based Paints (LBP), several components tested did in fact contain minimal lead-levels below the EPA threshold level of 1.0 mg/sq. cm for classification as LBP and are considered lead-containing coatings by the OSHA Regulation, "Lead Exposure in Construction" (29 CFR 1926.62). OSHA does not recognize a minimum limit for lead concentrations in paint for the purposes of disturbance. Monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure. Items containing any amount of lead concentration are considered lead-containing coatings per 29 CFR 1926.62, OSHA Lead Exposure in Construction.

Activities involving the disturbance of LBP in homes, child-occupied facilities, and/or pre-schools built before 1978 must follow the requirements outlined by EPA regulations (40 CFR 745).

In areas where demolition and/or renovations are to occur and lead is present, the demolition debris waste stream should be further analyzed during segregation for compliance with EPA regulations to ensure proper disposal. TCLP testing can be performed prior to waste segregation, but results may not be indicative of the actual waste streams produced during demolition.

## 6.0 DISCLAIMERS

The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. Conditions may have changed since that time and the findings and conclusions of this report are not meant to be indicative of future conditions at the Site. This report does not warrant against conditions that were not evident from visual observations or historical information obtained, or conditions that could only be determined by physical sampling or other intrusive investigation techniques that are outside the proposed scope of work.

It should be noted that the information contained within this report is based solely upon site observations and the results of laboratory analysis for samples collected by **QuES&T.** These observations and results are time dependent, subject to changing site conditions and revisions to Federal, State and Local regulations. **QuES&T** warrants that these findings have been promulgated after being prepared in general accordance with generally accepted practices in the abatement industries. **QuES&T** also recognizes that inspection laboratory data is not usually sufficient to make all abatement and management decisions.

Due to the potential for concealed Asbestos-containing Materials (ACM) or other regulated materials, this report should not be construed to represent all ACM or regulated materials within the site(s). All quantities of ACM or other regulated materials identified, and all dimensions listed within this report are approximate and should be verified On-site.

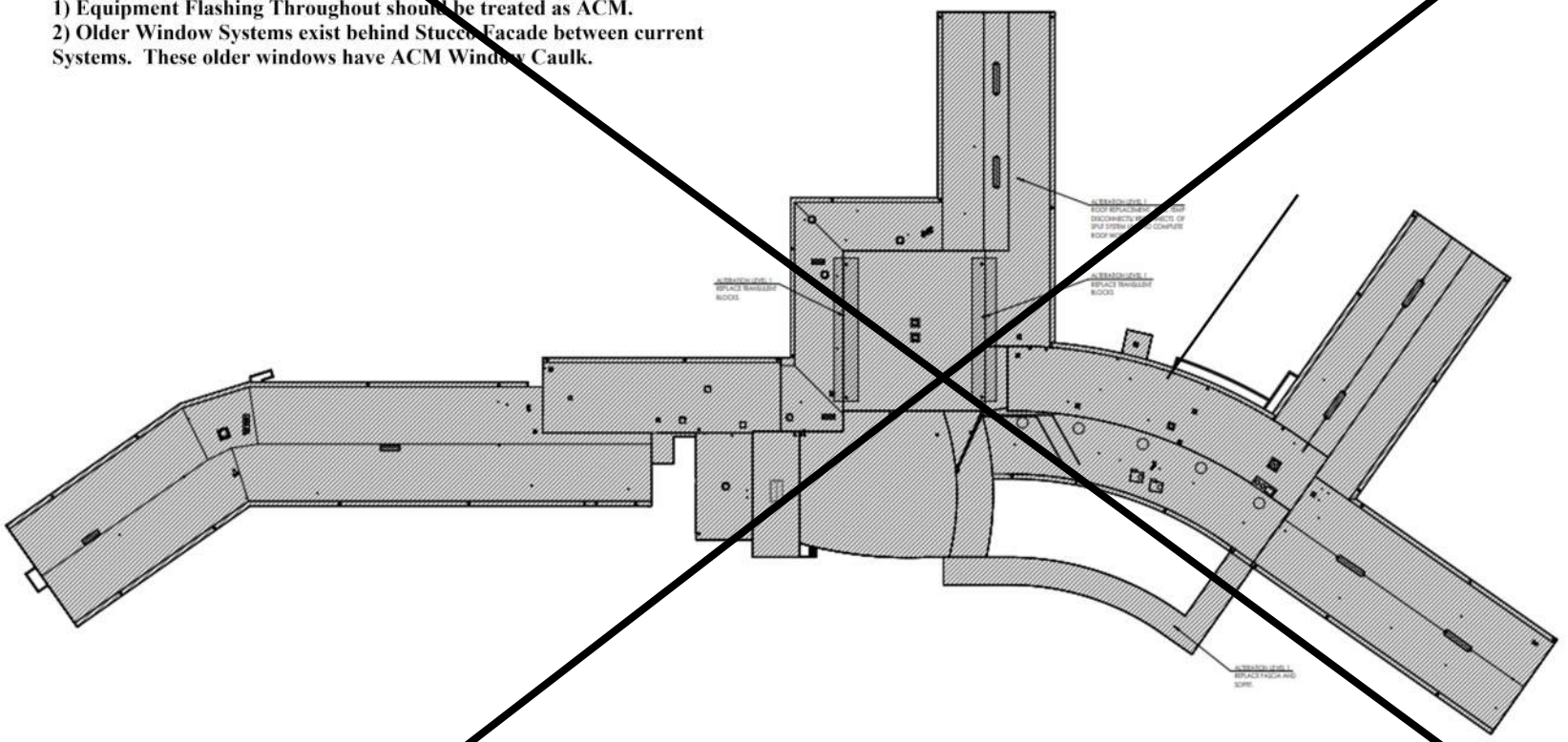
This inspection report is not intended to be used as the sole basis for soliciting pricing for regulated materials abatement. An abatement plan, specification, drawing and/or Variances should be developed to identify scope, timing, phasing, and remediation means & methods for any asbestos project. The Linear and/or Square Footages (LF / SF) listed within this Report are only approximates. Abatement Contractor(s) are required to visit the building(s) in order to take actual field measurements within each listed location.

QuES&T
Quality Environmental Solutions & Technologies, Inc.

# Appendix A:

# ACM LOCATION DRAWINGS

**Notes:**
1) Equipment Flashing Throughout should be treated as ACM.
2) Older Window Systems exist behind Stucco Facade between current Systems. These older windows have ACM Window Caulk.



| ACM LOCATION KEY | |
|---|---|
| NOTE | Equipment Flashing, Throughout - Built-up Roofing on Fiberboard |
| NOTE | Facades, Throughout - Behind Non-ACM Stucco and Foam Insulation - on Covered Windows - Window Caulk |

**Drawing Not to Scale**
This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

| | |
|---|---|
| **Date:** 12/26/2024 | **Version #** 1 |
| **Issued For:** Asbestos Survey | |
| **QuES&T Project #:** 24-6371 | |
| **Project Manager:** TM | **Prepared By:** JL |


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Quality Environmental Solutions & Technologies, Inc.
1376 Route 9
Wappingers Falls, NY 12590
Phone: (845) 298- 6031
Fax: (845) 298-6251


CLIENT

**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

**Central Elementary School**
45 NY-32
Central Valley, NY 10917

**Roof**

CVES-01




| ACM LOCATION KEY | |
|---|---|
| | Built-up Roofing and Tar Paper Barrier on Wood Roof Deck Field and Termination Bar Caulk along Building/Perimeter Flashing |

**Drawing Not to Scale**

This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

| **Date:** 12/26/2024 | **Version #** 1 |
|---|---|
| **Issued For:** Asbestos Survey | |
| **QuES&T Project #:** 24-6371 | |
| **Project Manager:** TM | **Prepared By:** JL |

QuES&T

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Solutions & Technologies, Inc.
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CLIENT

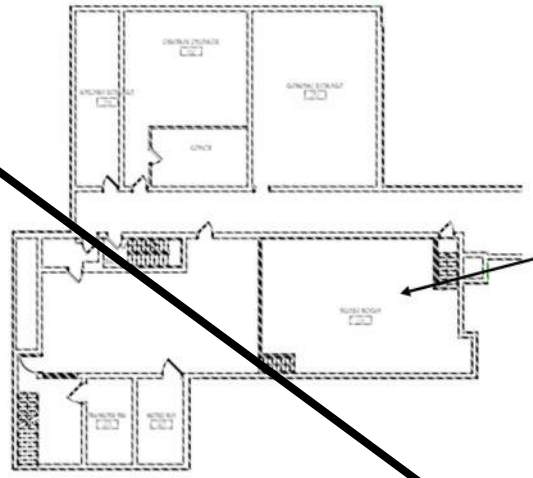
**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

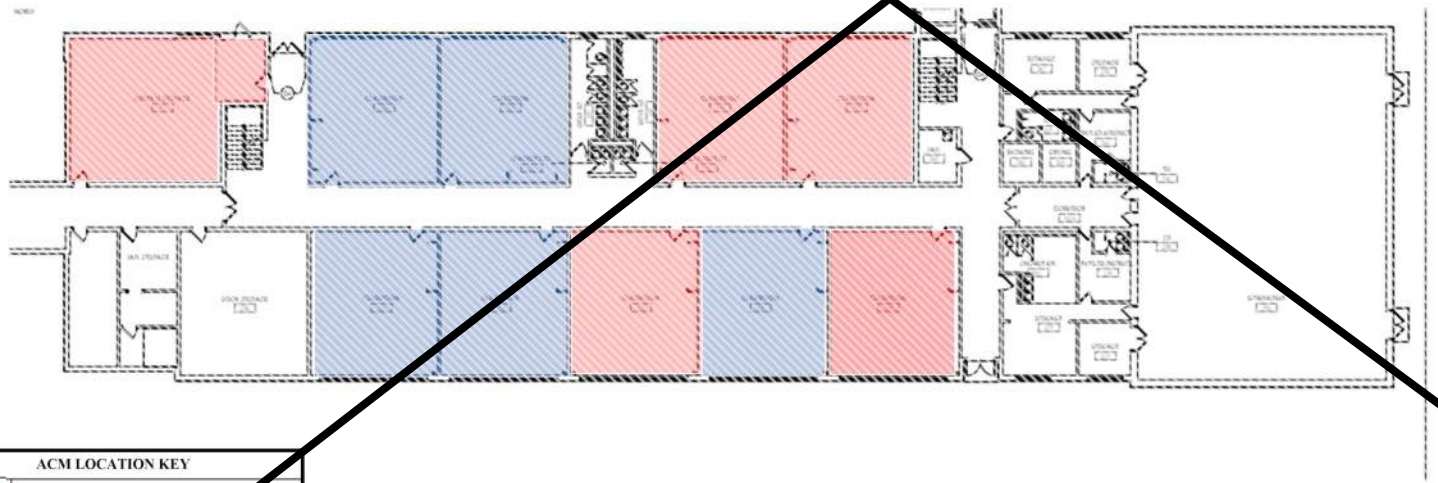
**North Main Elementary School**
212 North Main Street,
Monroe, NY 10950

**Roof**

NMES-01



**Boiler Room:**
**1) All Non-Metal Interior Boiler Components should be treated as PACM (Presumed Asbestos-Containing Material) until sampled by a licensed NYSDOL Asbestos Inspector**
**2) Boiler Room Exterior Louver has ACM Caulk to non-ACM Facade**



| ACM LOCATION KEY | |
|---|---|
| | Floor Tile Mastic |
| | 9 x 9 Floor tile and Mastic |
| NOTE | Boiler Room - Exterior Louver - Caulk (Metal to Brick) PACM Interior Boiler Components |

**Drawing Not to Scale**
This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

| | |
|---|---|
| **Date:** 12/26/2024 | **Version #** 1 |
| **Issued For:** Asbestos Survey | |
| **QuES&T Project #:** 24-6371 | |
| **Project Manager:** TM | **Prepared By:** JL |


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CLIENT

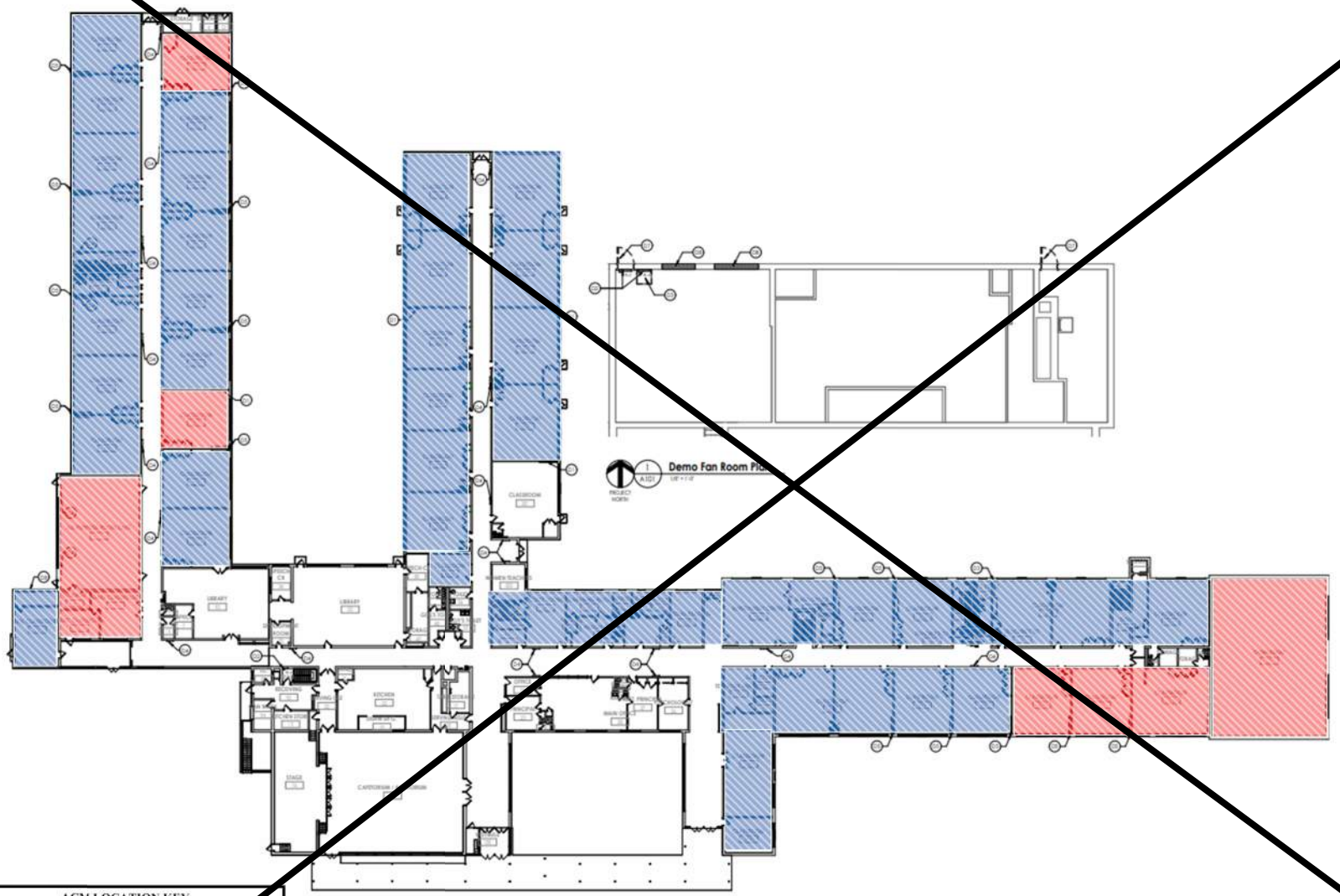
**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

**Pine Tree Elementary School**
156 Pine Tree Street,
Monroe, NY 10950

**Lower Level**

PTES-01




| ACM LOCATION KEY | |
|---|---|
| | Floor Tile Mastic |
| | 9 x 9 Floor Tile and Mastic |
| NOTE | ACM Louver Caulk (Metal to brick) Exteriors |

**Drawing Not to Scale**

This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

| Date: 12/26/2024 | Version # 1 |
|---|---|
| **Issued For:** Asbestos Survey | |
| **QuES&T Project #:** 24-6371 | |
| **Project Manager:** TM | **Prepared By:** JL |


QuES&T

Quality Environmental Solutions & Technologies, Inc.
1376 Route 9
Wappingers Falls, NY 12590
Phone: (845) 298- 6031
Fax: (845) 298-6251


CLIENT

**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

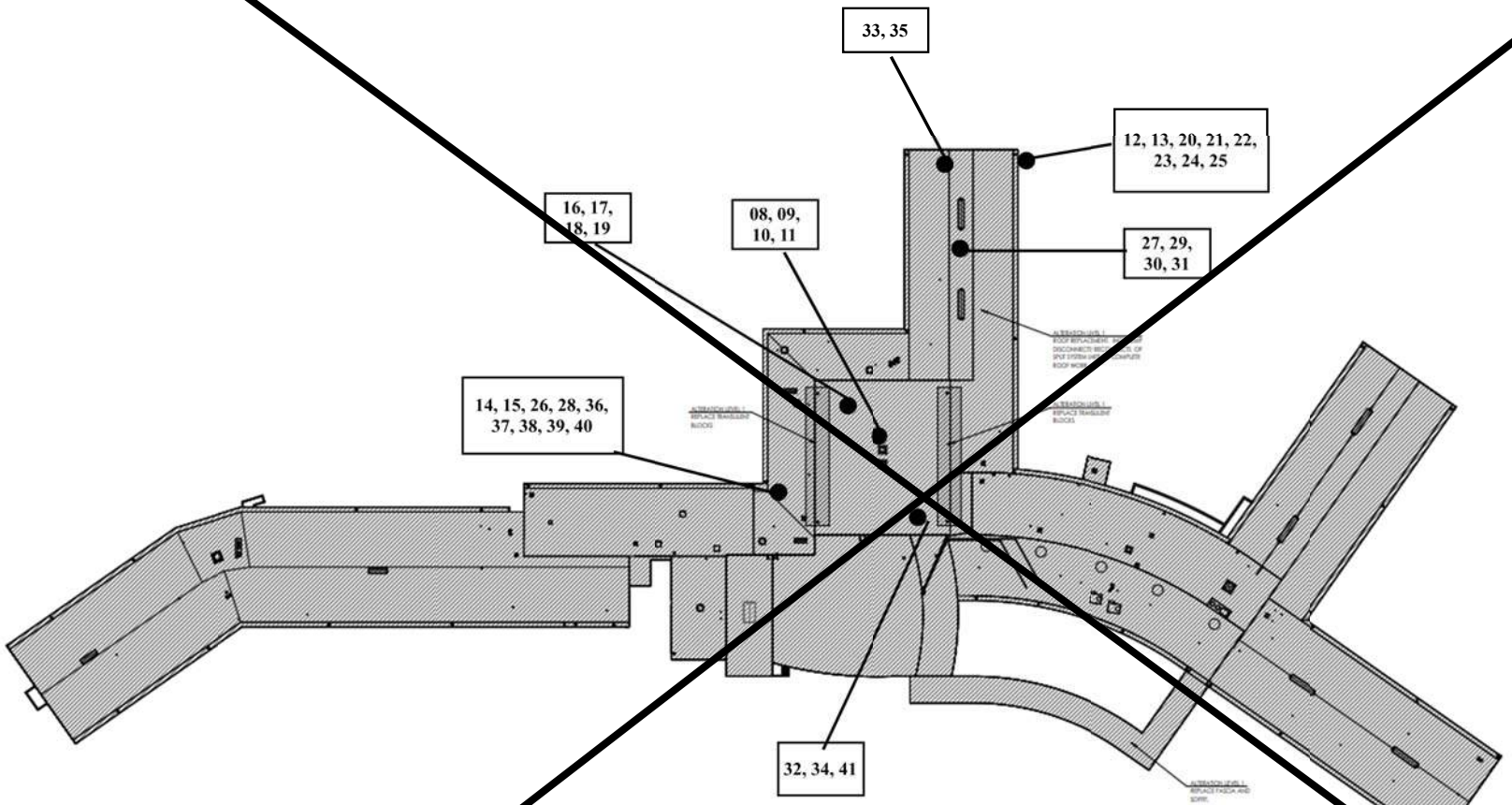
**Pine Tree Elementary School**
156 Pine Tree Street,
Monroe, NY 10950

**Main Level**

PTES-02

# Appendix B:

# ASBESTOS SAMPLE RESULTS




| SAMPLE LOCATION KEY | |
|---|---|
| ● | Sample Location |

**Drawing Not to Scale**
This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

| Date: 12/26/2024 | Version # 1 |
|---|---|
| **Issued For:** Asbestos Survey | |
| **QuES&T Project #:** 24-6371 | |
| **Project Manager:** TM | **Prepared By:** JL |


**QuES&T**

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1376 Route 9
Wappingers Falls, NY 12590
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CLIENT

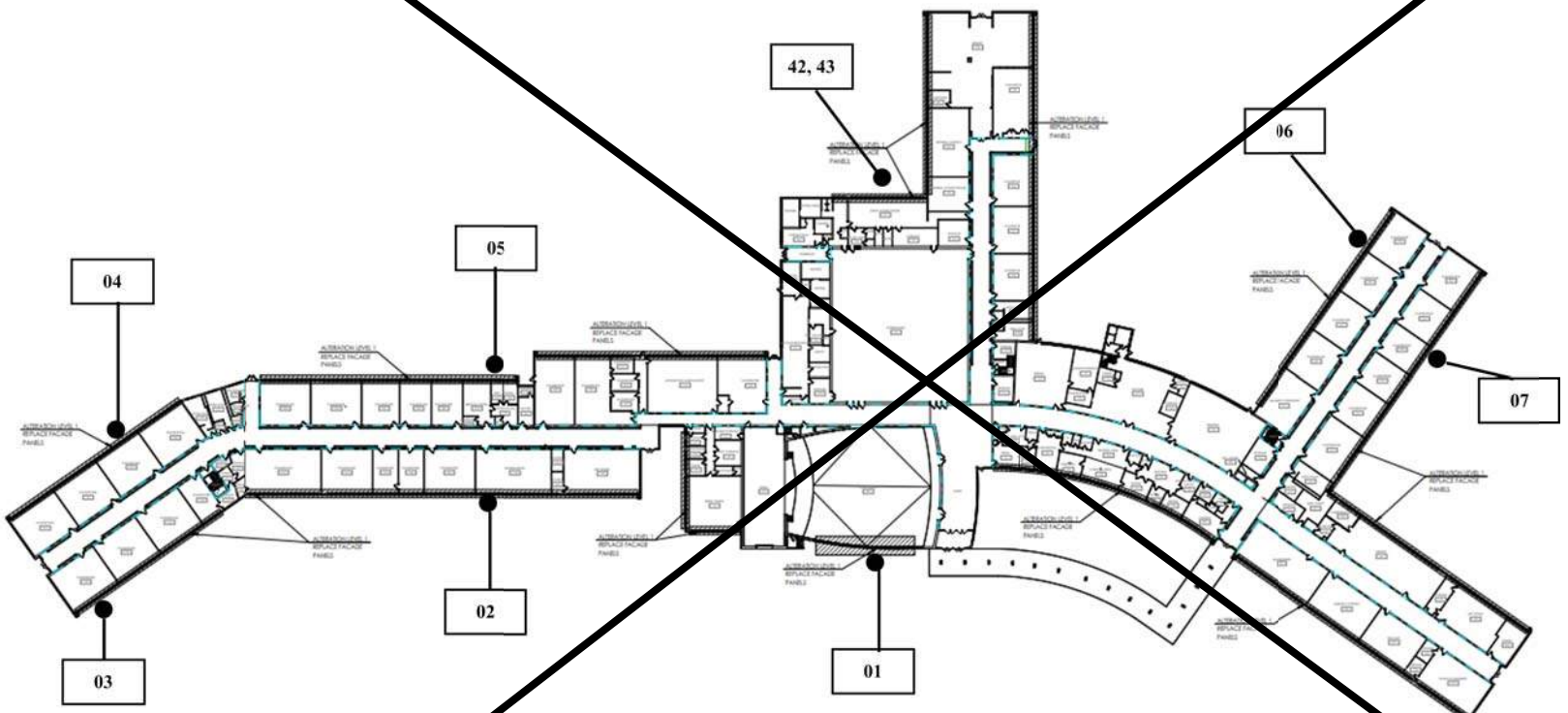
**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

**Central Elementary School**
45 NY-32
Central Valley, NY 10917

**Roof**

SL-01




| SAMPLE LOCATION KEY | |
|---|---|
| ● | Sample Location |

**Drawing Not to Scale**
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| **Date:** 12/26/2024 | **Version #** 1 |
|---|---|
| **Issued For:** Asbestos Survey | |
| **QuES&T Project #:** 24-6371 | |
| **Project Manager:** TM | **Prepared By:** JL |


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CLIENT

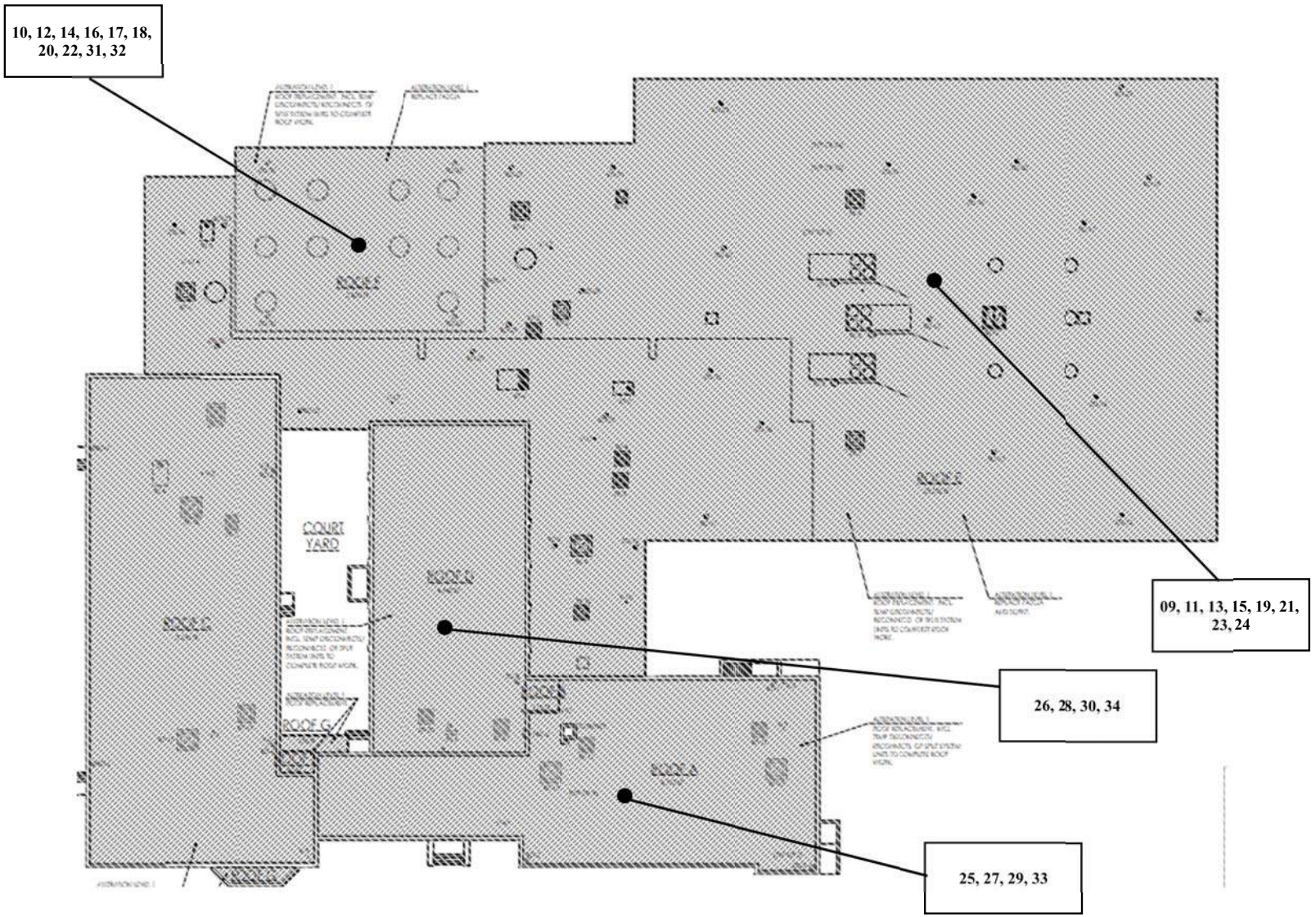
**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

**Central Elementary School**
45 NY-32
Central Valley, NY 10917

**Facade / Exterior**

SL-02




| SAMPLE LOCATION KEY | |
|---|---|
| ● | Sample Location |

**Drawing Not to Scale**

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| Date: 12/26/2024 | Version # 1 |
|---|---|
| **Issued For:** Asbestos Survey | |
| **QuES&T Project #:** 24-6371 | |
| **Project Manager: TM** | **Prepared By:** JL |


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CLIENT

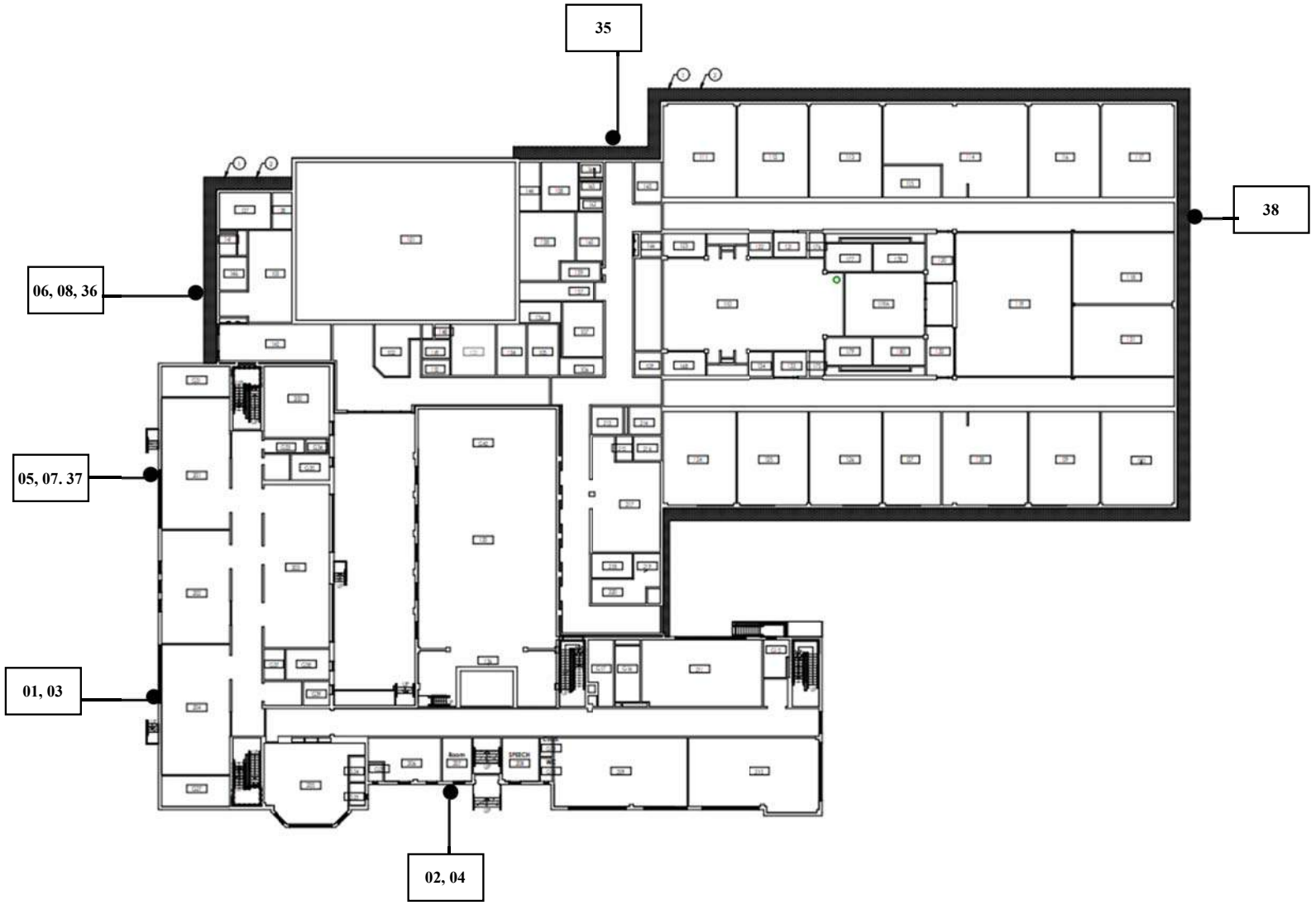
**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

**North Main Elementary School**
212 North Main Street,
Monroe, NY 10950

**Roof**

SL-01




| SAMPLE LOCATION KEY | |
|---|---|
| ● | Sample Location |

**Drawing Not to Scale**
This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

| Date: 12/26/2024 | Version # 1 |
|---|---|
| **Issued For:** Asbestos Survey | |
| **QuES&T Project #:** 24-6371 | |
| **Project Manager: TM** | **Prepared By:** JL |


**QuES&T**

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Solutions & Technologies, Inc.
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Wappingers Falls, NY 12590
Phone: (845) 298- 6031
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CLIENT

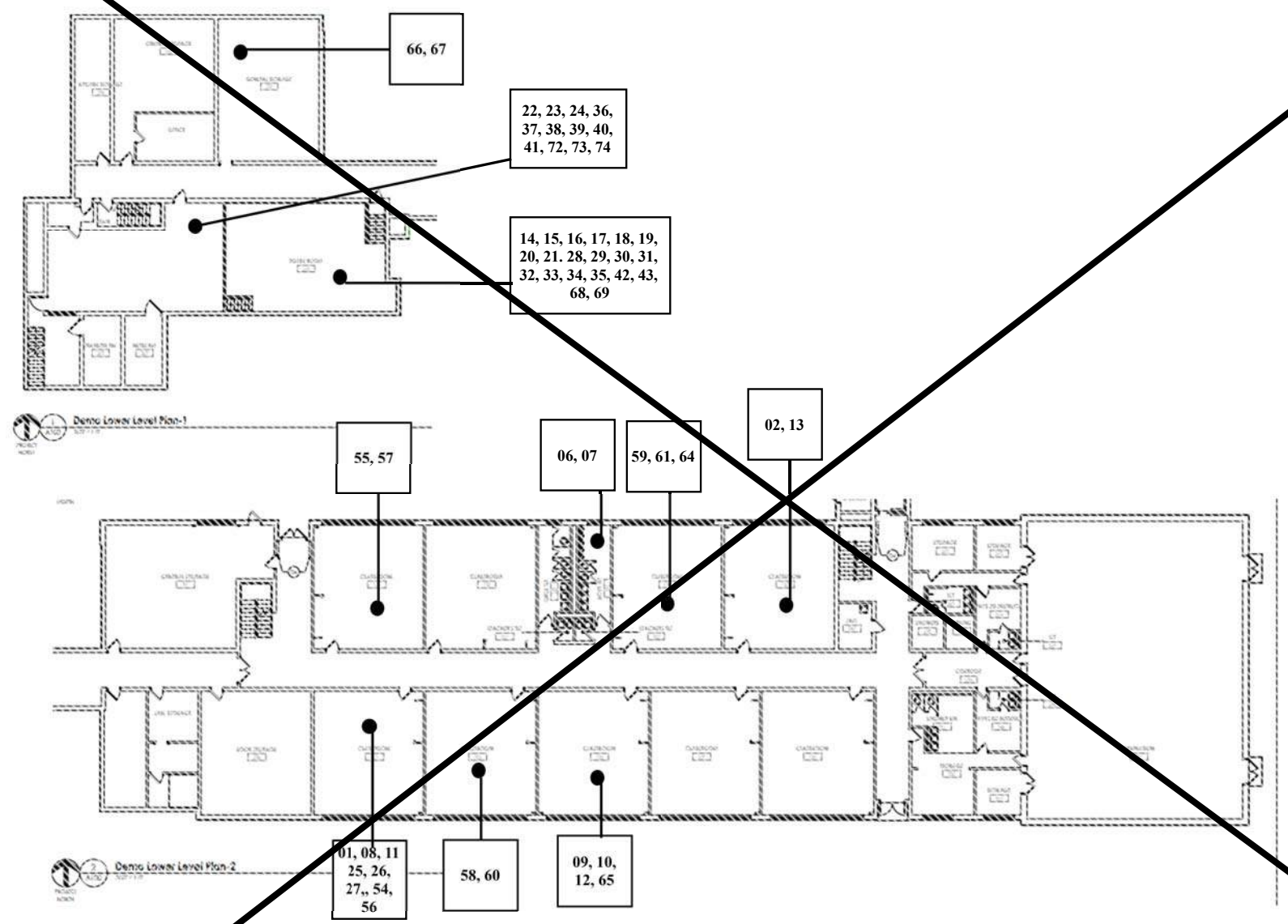
**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

**North Main Elementary School**
212 North Main Street,
Monroe, NY 10950

**Facade / Exterior**

SL-02




| SAMPLE LOCATION KEY | |
|---|---|
| ● | Sample Location |

**Drawing Not to Scale**

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| Date: 12/26/2024 | Version # 1 |
|---|---|
| **Issued For:** Asbestos Survey | |
| **QuES&T Project #:** 24-6371 | |
| **Project Manager:** TM | **Prepared By:** JL |


**QuES&T**

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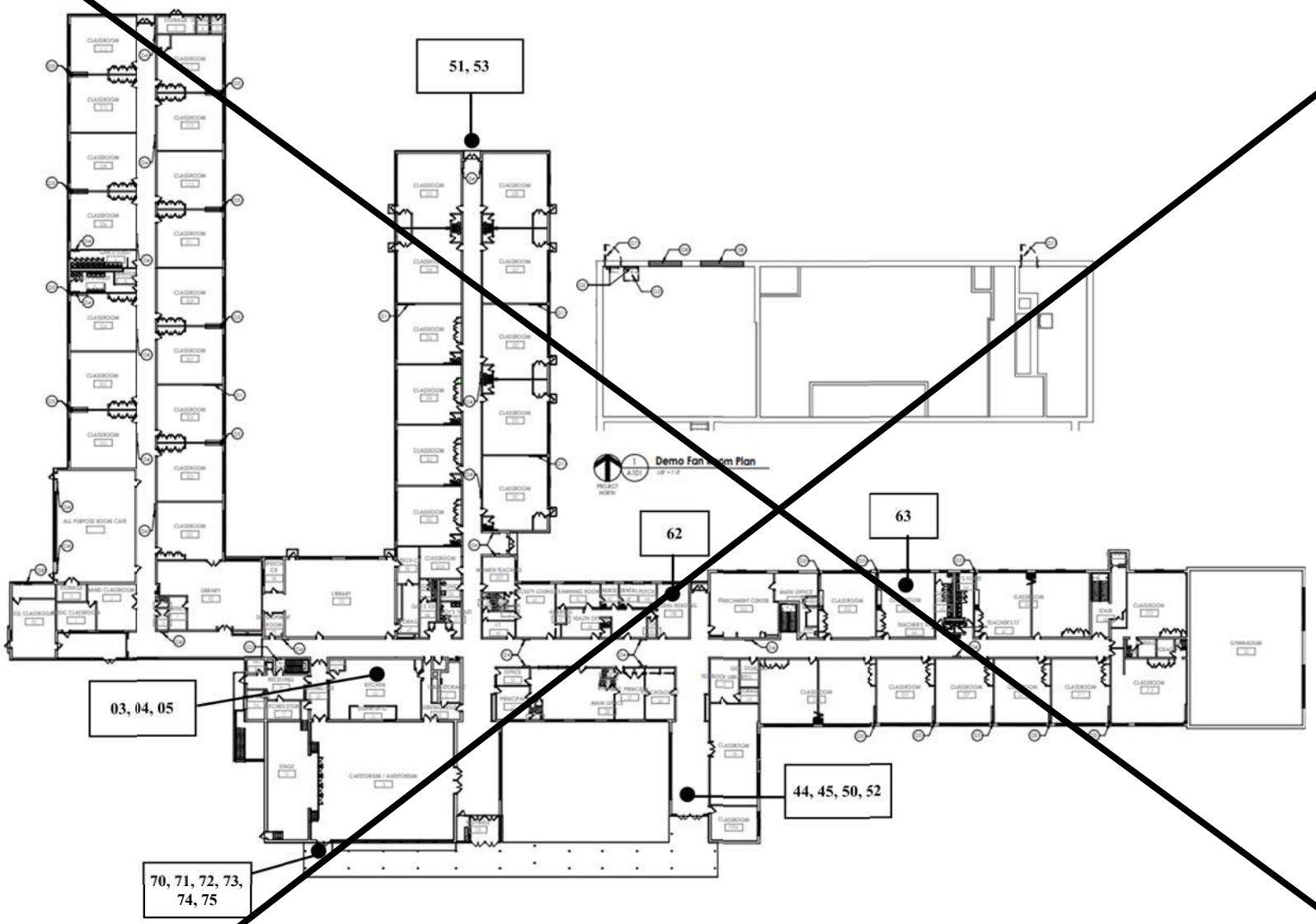
**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

**Pine Tree Elementary School**
156 Pine Tree Street,
Monroe, NY 10950

**Lower Level**

SL-01




| SAMPLE LOCATION KEY | |
|---|---|
| ● | Sample Location |

**Drawing Not to Scale**
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| Date: 12/26/2024 | Version # 1 |
|---|---|
| Issued For: Asbestos Survey | |
| QuES&T Project #: 24-6371 | |
| Project Manager: TM | Prepared By: JL |


QuES&T

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CLIENT

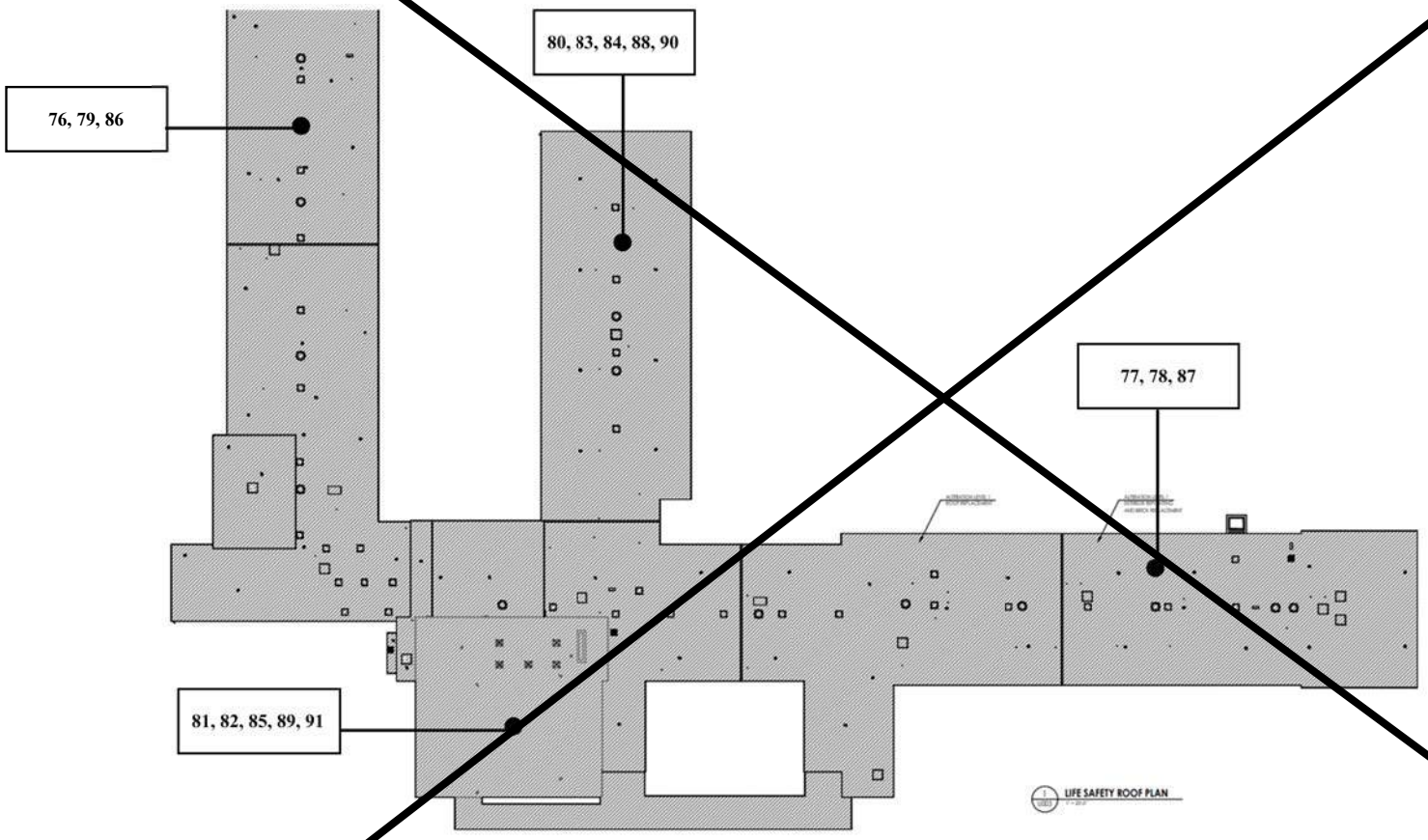
**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

**Pine Tree Elementary School**
156 Pine Tree Street,
Monroe, NY 10950

**Main Level**

SL-02




| SAMPLE LOCATION KEY | |
|---|---|
| ● | Sample Location |

**Drawing Not to Scale**

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| Date: 12/26/2024 | Version # 1 |
|---|---|
| **Issued For:** Asbestos Survey | |
| **QuES&T Project #:** 24-6371 | |
| **Project Manager:** TM | **Prepared By:** JL |


QuES&T

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1376 Route 9
Wappingers Falls, NY 12590
Phone: (845) 298- 6031
Fax: (845) 298-6251


CLIENT

**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

**Pine Tree Elementary School**
156 Pine Tree Street,
Monroe, NY 10950

**Roof**

SL-03

# Eastern Analytical Services, Inc.



**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Central Elementary School - 45 NY-32 - Central Valley, NY

Date Collected : 11/05/2024
Collected By : S. Talsma
Date Received : 11/13/2024
Date Analyzed : 11/14/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-CVES-01 | 6371-CVES-02 | 6371-CVES-03 | 6371-CVES-04 |
| Layer Number | | | | | |
| Lab ID Number | | 3048411 | 3048412 | 3048413 | 3048414 |
| Sample Location | | Exterior, Facade, Front, Auditorium, Panel | Exterior, Facade, Front, Near Room 409, Panel | Exterior, Facade, North Wing, Library, Panel | Exterior, Facade, Facilities Offices, Rear, Panel |
| Sample Description | | Stucco | Stucco | Stucco | Stucco |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | Yes | Yes | Yes | Yes |
| | Homogenous | No | No | No | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | White/Brown | White/Brown | White/Brown | White/Brown |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | 15.0 | 10.0 | 10.0 | 15.0 |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 30.0 | 30.0 | 35.0 | 30.0 |
| | % Carbonates | 20.0 | 20.0 | 20.0 | 20.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 35.0 | 40.0 | 35.0 | 35.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.



**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Central Elementary School - 45 NY-32 - Central Valley, NY

Date Collected : 11/05/2024
Collected By : S. Talsma
Date Received : 11/13/2024
Date Analyzed : 11/14/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-CVES-05 | 6371-CVES-06 | 6371-CVES-07 | 6371-CVES-08 |
| Layer Number | | | | | |
| Lab ID Number | | 3048415 | 3048416 | 3048417 | 3048418 |
| Sample Location | | Exterior, Facade, Front, Near Room 222, Panel | Exterior, Facade, Front, Near Room 212A, Panel | Exterior, Facade, Front, Music Room, Panel | Roof, Chimney, On Brick |
| Sample Description | | Stucco | Stucco | Stucco | Mortar |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | Yes | Yes | Yes | No |
| | Homogenous | No | No | No | No |
| | Fibrous | Yes | Yes | Yes | No |
| | Color | White/Brown | White/Brown | White/Brown | Brown/Gray |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | 15.0 | 10.0 | 10.0 | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 30.0 | 30.0 | 35.0 | 35.0 |
| | % Carbonates | 20.0 | 20.0 | 20.0 | 20.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 35.0 | 40.0 | 35.0 | 45.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Central Elementary School - 45 NY-32 - Central Valley, NY

Date Collected : 11/05/2024
Collected By : S. Talsma
Date Received : 11/13/2024
Date Analyzed : 11/14/2024
Analyzed By : George Htay
Signature : 
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-CVES-09 | 6371-CVES-10 | 6371-CVES-11 | 6371-CVES-12 |
| Layer Number | | | | | |
| Lab ID Number | | 3048419 | 3048420 | 3048421 | 3048422 |
| Sample Location | | Roof, Chimney, On Brick | Roof, Chimney | Roof, Chimney | Roof, Sidewalk, Overhang |
| Sample Description | | Mortar | Brick | Brick | Cementitious Deck |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | Yes | Yes | No |
| | Homogenous | No | No | No | No |
| | Fibrous | No | No | No | No |
| | Color | Brown/Gray | Red/Brown | Red/Brown | Gray/Brown |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 35.0 | 30.0 | 30.0 | 30.0 |
| | % Carbonates | 25.0 | ND | ND | 30.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 40.0 | 70.0 | 70.0 | 40.0 |

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# Eastern Analytical Services, Inc.



**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Central Elementary School - 45 NY-32 - Central Valley, NY

Date Collected : 11/05/2024
Collected By : S. Talsma
Date Received : 11/13/2024
Date Analyzed : 11/14/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-CVES-13 | 6371-CVES-14 | 6371-CVES-15 | 6371-CVES-26 |
| Layer Number | | | | | |
| Lab ID Number | | 3048423 | 3048424 | 3048425 | 3048426 |
| Sample Location | | Roof, Sidewalk, Overhang | Roof, Southwest, Field, Deck | Roof, Southwest, Field, Deck | Roof, Southwest, Field, Second Layer on Built Up Roofing |
| Sample Description | | Cementitious Deck | Tectum | Tectum | Perlite |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | No | No |
| | Homogenous | No | No | No | No |
| | Fibrous | No | Yes | Yes | Yes |
| | Color | Gray/Brown | Gray | Gray | Brown/Gray |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | 10.0 | 15.0 | 25.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 25.0 | 15.0 | 15.0 | 10.0 |
| | % Carbonates | 30.0 | ND | 35.0 | ND |
| | % Other | ND | 35.0 | ND | 20.0 Perlite |
| | % Unidentified | 45.0 | 40.0 | 35.0 | 45.0 |

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.



**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Central Elementary School - 45 NY-32 - Central Valley, NY

Date Collected : 11/05/2024
Collected By : S. Talsma
Date Received : 11/13/2024
Date Analyzed : 11/14/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-CVES-27 | 6371-CVES-34 | 6371-CVES-35 | 6371-CVES-42 |
| Layer Number | | | | | |
| Lab ID Number | | 3048427 | 3048428 | 3048429 | 3048430 |
| Sample Location | | Roof, North/Front Mid, Field/ Perimeter, Second Layer, On ISO | Roof, South, Equipment, Flashing, Second Layer, On Fiberboard | Roof, North, Equipment, Flashing, Second Layer, On Fiberboard | Exterior, Upper Gym, Facade, On Decorative Glass Block |
| Sample Description | | Perlite | Fiberboard | Fiberboard | Mortar |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | No | No |
| | Homogenous | No | No | No | No |
| | Fibrous | Yes | Yes | Yes | No |
| | Color | Brown | Brown | Brown | Gray/Brown |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | 25.0 | ND | ND | ND |
| | % Cellulose | ND | 60.0 | 60.0 | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 10.0 | 5.0 | 5.0 | 35.0 |
| | % Carbonates | ND | ND | ND | 25.0 |
| | % Other | 25.0 Perlite | ND | ND | ND |
| | % Unidentified | 40.0 | 35.0 | 35.0 | 40.0 |

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.



**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Central Elementary School - 45 NY-32 - Central Valley, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/05/2024
Collected By : S. Talsma
Date Received : 11/13/2024
Date Analyzed : 11/14/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | |
|---|---|
| Sample ID Number | 6371-CVES-43 |
| Layer Number | |
| Lab ID Number | 3048431 |
| Sample Location | Exterior, Upper Gym, Facade, On Decorative Glass Block |
| Sample Description | Mortar |

| | | |
|---|---|---|
| Method of Quantification | | Scanning Option |
| Appearance | Layered | No |
| | Homogenous | No |
| | Fibrous | No |
| | Color | Gray/Brown |
| Sample Treatment | | Homogenized |
| Asbestos Content | % Amosite | ND |
| | % Chrysotile | ND |
| | % Other | ND |
| | % Total Asbestos | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND |
| | % Cellulose | ND |
| | % Other | ND |
| | % Unidentified | ND |
| Non-Fibrous Materials Present | % Silicates | 30.0 |
| | % Carbonates | 25.0 |
| | % Other | ND |
| | % Unidentified | 45.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
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# Eastern Analytical Services, Inc.



**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Central Elementary School - 45 NY-32 - Central Valley, NY

Date Collected : 11/05/2024
Collected By : S. Talsma
Date Received : 11/13/2024
Date Analyzed : 11/16/2024
Analyzed By : Damien Warner
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-CVES-16 | 6371-CVES-17 | 6371-CVES-18 | 6371-CVES-19 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048444 | 3048445 | 3048446 | 3048447 |
| Sample Location | | Roof, Gym, Roof to Building, Flashing, Second Layer | Roof, Gym, Roof to Building, Flashing, Second Layer | Roof, Gym, Roof to Building, Flashing, Top Layer | Roof, Gym, Roof to Building, Flashing, Top Layer |
| Sample Description | | Tar Paper Vapor Barrier | Tar Paper Vapor Barrier | Rolled Roofing | Rolled Roofing |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | Yes | Yes |
| | Homogenous | Yes | Yes | No | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Black | Black | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 92.7 | 88.6 | 61.0 | 57.5 |
| | % Carbonates | 6.1 | 1.1 | 16.0 | 15.1 |
| | % Other Inorganic | 1.2 | 10.3 | 23.0 | 27.4 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
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This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

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Signature :
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NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-CVES-20 | 6371-CVES-21 | 6371-CVES-22 | 6371-CVES-23 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048448 | 3048449 | 3048450 | 3048451 |
| Sample Location | | Roof, Sidewalk, Overhang, Bottom Layer, On Cementitious Deck | Roof, Sidewalk, Overhang, Bottom Layer, On Cementitious Deck | Roof, Sidewalk, Overhang, Second Layer, On Built Up Roofing | Roof, Sidewalk, Overhang, Second Layer, On Built Up Roofing |
| Sample Description | | Built Up Roofing | Built Up Roofing | ISO | ISO |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | Yes | Yes |
| | Homogenous | Yes | Yes | No | No |
| | Fibrous | No | No | Yes | Yes |
| | Color | Black | Black | Yellow/White | Yellow/White |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 99.1 | 98.4 | 53.3 | 60.6 |
| | % Carbonates | 0.5 | 1.1 | 43.2 | 33.9 |
| | % Other Inorganic | 0.4 | 0.5 | 3.5 | 5.5 |

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Analyzed By : Damien Warner
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-CVES-24 | 6371-CVES-25 | 6371-CVES-28 | 6371-CVES-29 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048452 | 3048453 | 3048454 | 3048455 |
| Sample Location | | Roof, Sidewalk, Overhang, Top Layer, On ISO | Roof, Sidewalk, Overhang, Top Layer, On ISO | Roof, Southwest, Field/Perimeter, Third Layer, On Built Up Roofing | Roof, North/Front Mid, Field/ Perimeter, Third Layer, On Built Up Roofing |
| Sample Description | | EPDM | EPDM | ISO | ISO |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | No | No |
| | Color | Black | Black | Yellow | Yellow |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive | ND | ND |
| Other Materials Present | % Organic | 71.6 | 71.7 | 99.5 | 99.3 |
| | % Carbonates | 2.5 | 3.5 | 0.4 | 0.6 |
| | % Other Inorganic | 25.9 | 24.8 | 0.1 | 0.1 |

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Date Received : 11/13/2024
Date Analyzed : 11/16/2024
Analyzed By : Damien Warner
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-CVES-30 | 6371-CVES-31 | 6371-CVES-32 | 6371-CVES-33 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048456 | 3048457 | 3048458 | 3048459 |
| Sample Location | | Roof, North/Front Mid, Field/ Perimeter, Top Layer, On Perlite | Roof, North/Front Mid, Field/ Perimeter, Top Layer, On Perlite | Roof, South, Equipment, Flashing, Second Layer, On Fiberboard | Roof, North, Equipment, Flashing, Second Layer, On Fiberboard |
| Sample Description | | Built Up Roofing | Built Up Roofing | Built Up Roofing | Built Up Roofing |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | Yes | No |
| | Color | Black | Black | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 96.7 | 78.1 | 91.0 | 63.2 |
| | % Carbonates | 0.5 | 19.0 | 5.9 | 12.7 |
| | % Other Inorganic | 2.8 | 2.9 | 3.1 | 24.1 |

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Collected By : S. Talsma
Date Received : 11/13/2024
Date Analyzed : 11/16/2024
Analyzed By : Damien Warner
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | 6371-CVES-36 | 6371-CVES-37 | 6371-CVES-38 | 6371-CVES-39 |
|---|---|---|---|---|
| Layer Number | | | | |
| Lab ID Number | 3048460 | 3048461 | 3048462 | 3048463 |
| Sample Location | Roof, Southwest, Field, Bottom Layer, On Tectum Deck | Roof, Southwest, Field, Bottom Layer, On Tectum Deck | Roof, Southwest, Field, Top Layer, On Perlite | Roof, Southwest, Field/Perimeter, Top Layer, On Perlite |
| Sample Description | Built Up Roofing | Built Up Roofing | Built Up Roofing | Built Up Roofing |
| Analytical Method | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance: Layered | No | No | No | No |
| Homogenous | Yes | Yes | Yes | Yes |
| Fibrous | No | No | No | No |
| Color | Black | Black | Black | Black |
| Asbestos Content: % Amosite | ND | ND | ND | ND |
| % Chrysotile | ND | ND | ND | ND |
| % Other | ND | ND | ND | ND |
| % Total Asbestos | ND Inconclusive | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present: % Organic | 97.1 | 95.9 | 96.4 | 89.7 |
| % Carbonates | 1.2 | 2.8 | 0.8 | 5.3 |
| % Other Inorganic | 1.7 | 1.3 | 2.8 | 5.0 |

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Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

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Collected By : S. Talsma
Date Received : 11/13/2024
Date Analyzed : 11/16/2024
Analyzed By : Damien Warner
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6371-CVES-40 | | 6371-CVES-41 |
|---|---|---|---|---|
| Layer Number | | | | |
| Lab ID Number | | 3048464 | | 3048465 |
| Sample Location | | Roof, Southwest, Equipment, Flashing, Top Layer | | Roof, South, Equipment, Flashing, Second Layer, On Fiberboard |
| Sample Description | | Built Up Roofing | | Built Up Roofing |
| Analytical Method | | NOB Plm | | NOB Plm |
| Appearance | Layered | Yes | | Yes |
| | Homogenous | No | | No |
| | Fibrous | Yes | | Yes |
| | Color | Black | | Black |
| Asbestos Content | % Amosite | ND | | ND |
| | % Chrysotile | ND | | 5.6 |
| | % Other | ND | | ND |
| | % Total Asbestos | ND | Inconclusive | 5.6 |
| Other Materials Present | % Organic | 54.1 | | 61.2 |
| | % Carbonates | 7.9 | | 13.8 |
| | % Other Inorganic | 38.0 | | 19.4 |

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Collected By : S. Talsma
Date Received : 11/13/2024
Date Analyzed : 11/18/2024
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-CVES-16 | 6371-CVES-17 | 6371-CVES-18 | 6371-CVES-19 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048444 | 3048445 | 3048446 | 3048447 |
| Sample Location | | Roof, Gym, Roof to Building, Flashing, Second Layer | Roof, Gym, Roof to Building, Flashing, Second Layer | Roof, Gym, Roof to Building, Flashing, Top Layer | Roof, Gym, Roof to Building, Flashing, Top Layer |
| Sample Description | | Tar Paper Vapor Barrier | Tar Paper Vapor Barrier | Rolled Roofing | Rolled Roofing |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | Yes | Yes |
| | Homogenous | Yes | Yes | No | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Black | Black | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Materials Present | % Organic | 92.7 | 88.6 | 61.0 | 57.5 |
| | % Carbonates | 6.1 | 1.1 | 16.0 | 15.1 |
| | % Other Inorganic | 1.2 | 10.3 | 23.0 | 27.4 |

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Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-CVES-22 | 6371-CVES-23 | 6371-CVES-24 | 6371-CVES-25 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048450 | 3048451 | 3048452 | 3048453 |
| Sample Location | | Roof, Sidewalk, Overhang, Second Layer, On Built Up Roofing | Roof, Sidewalk, Overhang, Second Layer, On Built Up Roofing | Roof, Sidewalk, Overhang, Top Layer, On ISO | Roof, Sidewalk, Overhang, Top Layer, On ISO |
| Sample Description | | ISO | ISO | EPDM | EPDM |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | Yes | Yes | No | No |
| | Homogenous | No | No | Yes | Yes |
| | Fibrous | Yes | Yes | No | No |
| | Color | Yellow/White | Yellow/White | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Materials Present | % Organic | 53.3 | 60.6 | 71.6 | 71.7 |
| | % Carbonates | 43.2 | 33.9 | 2.5 | 3.5 |
| | % Other Inorganic | 3.5 | 5.5 | 25.9 | 24.8 |

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Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-CVES-30 | 6371-CVES-31 | 6371-CVES-32 | 6371-CVES-33 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048456 | 3048457 | 3048458 | 3048459 |
| Sample Location | | Roof, North/Front Mid, Field/ Perimeter, Top Layer, On Perlite | Roof, North/Front Mid, Field/ Perimeter, Top Layer, On Perlite | Roof, South, Equipment, Flashing, Second Layer, On Fiberboard | Roof, North, Equipment, Flashing, Second Layer, On Fiberboard |
| Sample Description | | Built Up Roofing | Built Up Roofing | Built Up Roofing | Built Up Roofing |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | Yes | No |
| | Color | Black | Black | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Materials Present | % Organic | 96.7 | 78.1 | 91.0 | 63.2 |
| | % Carbonates | 0.5 | 19.0 | 5.9 | 12.7 |
| | % Other Inorganic | 2.8 | 2.9 | 3.1 | 24.1 |

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Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-CVES-36 | 6371-CVES-37 | 6371-CVES-38 | 6371-CVES-39 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048460 | 3048461 | 3048462 | 3048463 |
| Sample Location | | Roof, Southwest, Field, Bottom Layer, On Tectum Deck | Roof, Southwest, Field, Bottom Layer, On Tectum Deck | Roof, Southwest, Field, Top Layer, On Perlite | Roof, Southwest, Field/Perimeter, Top Layer, On Perlite |
| Sample Description | | Built Up Roofing | Built Up Roofing | Built Up Roofing | Built Up Roofing |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | No | No |
| | Color | Black | Black | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Materials Present | % Organic | 97.1 | 95.9 | 96.4 | 89.7 |
| | % Carbonates | 1.2 | 2.8 | 0.8 | 5.3 |
| | % Other Inorganic | 1.7 | 1.3 | 2.8 | 5.0 |

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1376 Route 9
Wappingers Falls, NY 12590

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Date Received : 11/13/2024
Date Analyzed : 11/18/2024
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | |
|---|---|
| Sample ID Number | 6371-CVES-40 |
| Layer Number | |
| Lab ID Number | 3048464 |
| Sample Location | Roof, Southwest,<br>Equipment,<br>Flashing, Top Layer |
| Sample Description | Built Up Roofing |
| Analytical Method | NOB Tem |

| | | |
|---|---|---|
| Appearance | Layered | Yes |
| | Homogenous | No |
| | Fibrous | Yes |
| | Color | Black |

| | | |
|---|---|---|
| Asbestos Content | % Amosite | ND |
| | % Chrysotile | ND |
| | % Other | ND |
| | % Total Asbestos | ND |

| | | |
|---|---|---|
| Other Materials Present | % Organic | 54.1 |
| | % Carbonates | 7.9 |
| | % Other Inorganic | 38.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Quality Environmental Solutions and Technologies, Inc.

Bulk Sample Chain of Custody

| | | | |
|---|---|---|---|
| CLIENT: | Clark Patterson Lee | PROJECT # : | 24-6371 |
| ADDRESS: | 26 IBM Road | SAMPLED BY: | S. Talsma |
| | Poughkeepsie, NY 12601 | | |
| CONTACT: | Lauren Tarsio | DATE SAMPLED: | 5-Nov-24 |
| | | STATE SAMPLED IN: | New York |
| PROJECT NAME: | Pre-Construction Environmental Testing | ANALYSIS METHOD: | PLM/NOB-PLM/QTEM |
| PROJECT BUILDING: | Central Elementary School | | |
| PROJECT ADDRESS: | 45 NY-32 | TURN-AROUND TIME: | 5 Day |
| | Central Valley, NY 10917 | | |

| Sample # | HM# | Floor | Space Name/ID # | Location | Material | Results |
|---|---|---|---|---|---|---|
| 6371-CVES-01 * | | Exterior | Façade | Front, Auditorium, Panel | Stucco | 3048411 |
| 6371-CVES-02 | | Exterior | Façade | Front, Near Room 409, Panel | Stucco | 3048412 |
| 6371-CVES-03 | | Exterior | Façade | North Wing, Rear, Library, Panel | Stucco | 3048413 |
| 6371-CVES-04 | | Exterior | Façade | Facilities Offices, Rear, Panel | Stucco | 3048414 |
| 6371-CVES-05 | | Exterior | Façade | Front, Near Room 222, Panel | Stucco | 3048415 |
| 6371-CVES-06 | | Exterior | Façade | Front, Near Room 212A, Panel | Stucco | 3048416 |
| 6371-CVES-07 | | Exterior | Façade | Front, Music Room, Panel | Stucco | 3048417 |
| 6371-CVES-08 | | Roof | Chimney | On Brick | Mortar | 3048418 |
| 6371-CVES-09 | | Roof | Chimney | On Brick | Mortar | 3048419 |
| 6371-CVES-10 | | Roof | Chimney | | Brick | 3048420 |
| 6371-CVES-11 | | Roof | Chimney | | Brick | 3048421 |
| 6371-CVES-12 | | Roof | Sidewalk, Overhang | | Cementitious Deck | 3048422 |
| 6371-CVES-13 | | Roof | Sidewalk, Overhang | | Cementitious Deck | 3048423 |
| 6371-CVES-14 | | Roof | Southwest | Field, Deck | Tectum | 3048424 |
| 6371-CVES-15 | | Roof | Southwest | Field, Deck | Tectum | 3048425 |

* AS LABELED ON PAPERWORK

MP. 11/14/2024

Comments:

SUBMITTED BY: Shawn D. Talsma DATE: 13NOV2024

RECEIVED BY: M DONAHUE NOV 13 '24 DATE:

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

| | | | |
|---|---|---|---|
| CLIENT: | Clark Patterson Lee | PROJECT # : | 24-6371 |
| ADDRESS: | 26 IBM Road | SAMPLED BY: | S. Talsma |
| | Poughkeepsie, NY 12601 | | |
| CONTACT: | Lauren Tarsio | DATE SAMPLED: | 5-Nov-24 |
| | | STATE SAMPLED IN: | New York |
| PROJECT NAME: | Pre-Construction Environmental Testing | ANALYSIS METHOD: | PLM/NOB-PLM/QTEM |
| PROJECT BUILDING: | Central Elementary School | | |
| PROJECT ADDRESS: | 45 NY-32 | TURN-AROUND TIME: | 5 Day |
| | Central Valley, NY 10917 | | |

| Sample # | HM# | Floor | Space Name/ID # | Location | Material | Results |
|---|---|---|---|---|---|---|
| 6371-CVES-16 | | Roof | Gym | Roof to Building, Flashing, Second Layer | Tar Paper Vapor Barrier | |
| 6371-CVES-17 | | Roof | Gym | Roof to Building, Flashing, Second Layer | Tar Paper Vapor Barrier | |
| 6371-CVES-18 | | Roof | Gym | Roof to Building, Flashing, Top Layer | Rolled Roofing | |
| 6371-CVES-19 | | Roof | Gym | Roof to Building, Flashing, Top Layer | Rolled Roofing | |
| 6371-CVES-20 | | Roof | Sidewalk, Overhang | Bottom Layer, On Cementitious Deck | Built Up Roofing | |
| 6371-CVES-21 | | Roof | Sidewalk, Overhang | Bottom Layer, On Cementitious Deck | Built Up Roofing | |
| 6371-CVES-22 | | Roof | Sidewalk, Overhang | Second Layer, On Built Up Roofing | ISO | |
| 6371-CVES-23 | | Roof | Sidewalk, Overhang | Second Layer, On Built Up Roofing | ISO | |
| 6371-CVES-24 | | Roof | Sidewalk, Overhang | Top Layer, On ISO | EPDM | |
| 6371-CVES-25 | | Roof | Sidewalk, Overhang | Top Layer, On ISO | EPDM | |
| 6371-CVES-26 | | Roof | Southwest | Field, Second Layer on Built Up Roofing | Perlite | 3048426 |
| 6371-CVES-27 | | Roof | North/Front Mid | Field/Perimeter, Second Layer, On ISO | Perlite | 3048427 |
| 6371-CVES-28 | | Roof | Southwest | Field/Perimeter, Third Layer, On Built Up Roofing | ISO | |
| 6371-CVES-29 | | Roof | North/Front Mid | Field/Perimeter, Third Layer, On Built Up Roofing | ISO | |
| 6371-CVES-30 | | Roof | North/Front Mid | Field/Perimeter, Top Layer, On Perlite | Built Up Roofing | |

Comments:

SUBMITTED BY: [signature] DATE: 13 NOV 2024

RECEIVED BY: [signature] NOV 13 '24 DATE: 9:45

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

| | | | |
|---|---|---|---|
| CLIENT: | Clark Patterson Lee | PROJECT # : | 24-6371 |
| ADDRESS: | 26 IBM Road | SAMPLED BY: | S. Talsma |
| | Poughkeepsie, NY 12601 | | |
| CONTACT: | Lauren Tarsio | DATE SAMPLED: | 5-Nov-24 |
| | | STATE SAMPLED IN: | New York |
| PROJECT NAME: | Pre-Construction Environmental Testing | ANALYSIS METHOD: | PLM/NOB-PLM/QTEM |
| PROJECT BUILDING: | Central Elementary School | | |
| PROJECT ADDRESS: | 45 NY-32 | TURN-AROUND TIME: | 5 Day |
| | Central Valley, NY 10917 | | |

| Sample # | HM# | Floor | Space Name/ID # | Location | Material | Results |
|---|---|---|---|---|---|---|
| 6371-CVES-31 | | Roof | North/Front Mid | Field/Perimeter, Top Layer, On Perlite | Built Up Roofing | |
| 6371-CVES-32 | | Roof | South | Equipment, Flashing, Second Layer, On Fiberboard | Built Up Roofing | |
| 6371-CVES-33 | | Roof | North | Equipment, Flashing, Second Layer, On Fiberboard | Built Up Roofing | |
| 6371-CVES-34 | | Roof | South | Equipment, Flashing, Second Layer, On Fiberboard | Fiberboard | 3048428 |
| 6371-CVES-35 | | Roof | North | Equipment, Flashing, Second Layer, On Fiberboard | Fiberboard | 3048429 |
| 6371-CVES-36 | | Roof | Southwest | Field, Bottom Layer, On Tectum Deck | Built Up Roofing | |
| 6371-CVES-37 | | Roof | Southwest | Field, Bottom Layer, On Tectum Deck | Built Up Roofing | |
| 6371-CVES-38 | | Roof | Southwest | Field, Top Layer, On Perlite | Built Up Roofing | |
| 6371-CVES-39 | | Roof | Southwest | Field/Perimeter, Top Layer, On Perlite | Built Up Roofing | |
| 6371-CVES-40 | | Roof | Southwest | Equipment, Flashing, Top Layer | Built Up Roofing | |
| 6371-CVES-41 | | Roof | South | Equipment, Flashing, Second Layer, On Fiberboard | Built Up Roofing | |
| 6371-CVES-42 | | Exterior | Upper Gym | Façade, On Decorative Glass Block | Mortar | 3048430 |
| 6371-CVES-43 | | Exterior | Upper Gym | Façade, On Decorative Glass Block | Mortar | 3048431 |
| | | | | | | |
| | | | | | | |

Comments:

SUBMITTED BY: [signature] DATE: 12/NOV/2024

RECEIVED BY: MD Weaver NOV 13 24 09:5 DATE:

# Eastern Analytical Services, Inc.



**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06/2024
Collected By : S. Talsma
Date Received : 11/14/2024
Date Analyzed : 11/18/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-NMES-01 | 6371-NMES-02 | 6371-NMES-03 | 6371-NMES-04 |
| Layer Number | | | | | |
| Lab ID Number | | 3048575 | 3048576 | 3048577 | 3048578 |
| Sample Location | | Ground Floor, Facade, Original Building, By Room 204, On Brick | Ground Floor, Facade, Original Building, By Room 207, On Brick | Ground Floor, Facade, Original Building, By Room 204 | Ground Floor, Facade, Original Building, By Room 207 |
| Sample Description | | Mortar | Mortar | Brick | Brick |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | No | No |
| | Homogenous | No | No | No | No |
| | Fibrous | No | No | No | No |
| | Color | Brown/Gray | Brown/Gray | Red | Red |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 30.0 | 35.0 | 25.0 | 30.0 |
| | % Carbonates | 25.0 | 25.0 | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 45.0 | 40.0 | 75.0 | 70.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06/2024
Collected By : S. Talsma
Date Received : 11/14/2024
Date Analyzed : 11/18/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-NMES-05 | 6371-NMES-06 | 6371-NMES-07 | 6371-NMES-08 |
| Layer Number | | | | | |
| Lab ID Number | | 3048579 | 3048580 | 3048581 | 3048582 |
| Sample Location | | Ground Floor, Facade, Addition Building, By Door 16, On Brick | Ground Floor, Facade, Addition Building, By Reception, On Brick | Ground Floor, Facade, Addition Building, By Door 16 | Ground Floor, Facade, Addition Building, By Reception |
| Sample Description | | Mortar | Mortar | Brick | Brick |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | Yes | Yes |
| | Homogenous | No | No | No | No |
| | Fibrous | No | No | No | No |
| | Color | Gray/Brown | Gray/Brown | Red/Brown | Red/Brown |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 25.0 | 30.0 | 25.0 | 25.0 |
| | % Carbonates | 25.0 | 25.0 | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 50.0 | 45.0 | 75.0 | 75.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Date Collected : 11/06/2024
Collected By : S. Talsma
Date Received : 11/14/2024
Date Analyzed : 11/18/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-NMES-09 | 6371-NMES-10 | 6371-NMES-13 | 6371-NMES-14 |
| Layer Number | | | | | |
| Lab ID Number | | 3048583 | 3048584 | 3048585 | 3048586 |
| Sample Location | | Roof "E", Field, Deck | Roof "F", Field, Deck | Roof "E", Field, Fifth Layer, On Tar | Roof "F", Field, Fifth Layer, On Tar |
| Sample Description | | Tectum | Tectum | Perlite | Perlite |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | No | No |
| | Homogenous | No | No | No | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Gray | Gray | Gray/Brown | Gray/Brown |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | 10.0 | 10.0 | 30.0 | 30.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 15.0 | 15.0 | 5.0 | 5.0 |
| | % Carbonates | 30.0 | 35.0 | ND | ND |
| | % Other | ND | ND | 15.0 Perlite | 20.0 Perlite |
| | % Unidentified | 45.0 | 40.0 | 50.0 | 45.0 |

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06/2024
Collected By : S. Talsma
Date Received : 11/14/2024
Date Analyzed : 11/18/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-NMES-19 | | 6371-NMES-20 | |
| Layer Number | | | | | |
| Lab ID Number | | 3048587 | | 3048588 | |
| Sample Location | | Roof "E", Field, Second Layer, On ISO | | Roof "F", Field, Second Layer, On ISO | |
| Sample Description | | Perlite | | Perlite | |
| Method of Quantification | | Scanning Option | | Scanning Option | |
| Appearance | Layered | No | | No | |
| | Homogenous | No | | No | |
| | Fibrous | Yes | | Yes | |
| | Color | Gray/Brown | | Gray/Brown | |
| Sample Treatment | | Homogenized | | Homogenized | |
| Asbestos Content | % Amosite | ND | | ND | |
| | % Chrysotile | ND | | ND | |
| | % Other | ND | | ND | |
| | % Total Asbestos | ND | | ND | |
| Other Fibrous Materials Present | % Fibrous Glass | ND | | ND | |
| | % Cellulose | 30.0 | | 35.0 | |
| | % Other | ND | | ND | |
| | % Unidentified | ND | | ND | |
| Non-Fibrous Materials Present | % Silicates | 5.0 | | 5.0 | |
| | % Carbonates | ND | | ND | |
| | % Other | 20.0 | Perlite | 20.0 | Perlite |
| | % Unidentified | 45.0 | | 40.0 | |

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Date Collected : 11/06/2024
Collected By : S. Talsma
Date Received : 11/14/2024
Date Analyzed : 11/18/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-NMES-11 | 6371-NMES-12 | 6371-NMES-15 | 6371-NMES-16 |
| Layer Number | | | | | |
| Lab ID Number | | 3048622 | 3048623 | 3048624 | 3048625 |
| Sample Location | | Roof "E", Field, Bottom Layer, On Wood Deck | Roof "F", Field, Bottom Layer, On Wood Deck | Roof "E", Field, Field, Fourth Layer, On Perlite | Roof "F", Field, Field, Fourth Layer, On Perlite |
| Sample Description | | Tar | Tar | Built Up Roofing | Built Up Roofing |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Black | Black | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 63.5 | 57.6 | 94.6 | 93.2 |
| | % Carbonates | 7.2 | 12.5 | 0.1 | ND |
| | % Other Inorganic | 29.3 | 29.9 | 5.3 | 6.8 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Date Collected : 11/06/2024
Collected By : S. Talsma
Date Received : 11/14/2024
Date Analyzed : 11/18/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-NMES-17 | 6371-NMES-18 | 6371-NMES-21 | 6371-NMES-22 |
| Layer Number | | | | | |
| Lab ID Number | | 3048626 | 3048627 | 3048628 | 3048629 |
| Sample Location | | Roof "F", Field, Third Layer, On Built Up Roofing | Roof "F", Field, Third Layer, On Built Up Roofing | Roof "E", Field, Top Layer, On Perlite | Roof "F", Field, Top Layer, On Perlite |
| Sample Description | | ISO | ISO | Built Up Roofing | Built Up Roofing |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | Yes | Yes |
| | Color | Yellow | Yellow | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 99.5 | 99.7 | 91.7 | 93.0 |
| | % Carbonates | 0.4 | 0.1 | 0.4 | 0.2 |
| | % Other Inorganic | 0.1 | 0.2 | 7.9 | 6.8 |

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This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06/2024
Collected By : S. Talsma
Date Received : 11/14/2024
Date Analyzed : 11/18/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6371-NMES-23 | 6371-NMES-24 | 6371-NMES-25 | 6371-NMES-26 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048630 | 3048631 | 3048632 | 3048633 |
| Sample Location | | Roof to Building, Termination Bar | Roof to Building, Termination Bar | Roof "A", Field, Bottom Layer, On Wood Deck | Roof "D", Field, Bottom Layer, On Wood Deck |
| Sample Description | | Caulk | Caulk | Built Up Roofing | Built Up Roofing |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | Yes | Yes |
| | Homogenous | Yes | Yes | No | No |
| | Fibrous | No | No | Yes | Yes |
| | Color | Black | Black | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | 10.3 | 8.2 | 0.4 | 0.2 |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | 10.3 | 8.2 | 0.4 Inconclusive | 0.2 Inconclusive |
| Other Materials Present | % Organic | 66.2 | 67.5 | 80.5 | 72.5 |
| | % Carbonates | 5.5 | 5.8 | 6.5 | 14.1 |
| | % Other Inorganic | 18.0 | 18.5 | 12.6 | 13.2 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06/2024
Collected By : S. Talsma
Date Received : 11/14/2024
Date Analyzed : 11/18/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6371-NMES-27 | 6371-NMES-28 | 6371-NMES-29 | 6371-NMES-30 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048634 | 3048635 | 3048636 | 3048637 |
| Sample Location | | Roof "A", Perimeter, Second Layer | Roof "D", Perimeter, Second Layer | Roof "A", Perimeter, Top Layer | Roof "D", Perimeter, Top Layer |
| Sample Description | | Tar Paper Vapor Barrier | Tar Paper Vapor Barrier | Rolled Roofing | Rolled Roofing |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | Yes | Yes | Yes | Yes |
| | Homogenous | No | No | No | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Black | Black | Black/Red | Black/Red |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | 0.3 | < 0.3 | < 0.2 |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | 0.3 Inconclusive | < 0.3 Inconclusive | < 0.2 Inconclusive |
| Other Materials Present | % Organic | 94.1 | 88.6 | 49.4 | 64.2 |
| | % Carbonates | 0.6 | 2.8 | 23.8 | 18.4 |
| | % Other Inorganic | 5.3 | 8.3 | 26.8 | 17.4 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Date Collected : 11/06/2024
Collected By : S. Talsma
Date Received : 11/14/2024
Date Analyzed : 11/18/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-NMES-31 | 6371-NMES-32 | 6371-NMES-33 | 6371-NMES-34 |
| Layer Number | | | | | |
| Lab ID Number | | 3048638 | 3048639 | 3048640 | 3048641 |
| Sample Location | | Roof "F", Field, Top Layer, On ISO | Roof "F", Field, Top Layer, On ISO | Roof "A", Perimeter, Parapet Cap, At Joint | Roof "D", Perimeter, Parapet Cap, At Joint |
| Sample Description | | EPDM | EPDM | Caulk | Caulk |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | No | No |
| | Color | Black | Black | White | White |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 80.2 | 79.7 | 64.7 | 40.6 |
| | % Carbonates | 15.5 | 15.3 | 30.7 | 56.1 |
| | % Other Inorganic | 4.3 | 5.0 | 4.6 | 3.3 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Date Collected : 11/06/2024
Collected By : S. Talsma
Date Received : 11/14/2024
Date Analyzed : 11/18/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-NMES-35 | 6371-NMES-36 | 6371-NMES-37 | 6371-NMES-38 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048642 | 3048643 | 3048644 | 3048645 |
| Sample Location | | Ground Floor, Facade, Addition Building, By Door 15, Brick to Metal | Ground Floor, Facade, Addition Building, Main Entry Vestibule, Brick to Metal | Ground Floor, Facade, Original Building, By Door 2, Brick to Metal | Ground Floor, Facade, Addition Building, By Door 17, Brick to Metal |
| Sample Description | | Caulk | Caulk | Caulk | Caulk |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | Yes | No |
| | Homogenous | Yes | Yes | No | Yes |
| | Fibrous | No | No | No | No |
| | Color | Gray | Gray | Gray/White | Gray |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 32.3 | 47.4 | 54.1 | 51.1 |
| | % Carbonates | 63.8 | 49.1 | 36.8 | 40.4 |
| | % Other Inorganic | 3.9 | 3.5 | 9.1 | 8.5 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Date Collected : 11/06/2024
Collected By : S. Talsma
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-NMES-11 | 6371-NMES-12 | 6371-NMES-15 | 6371-NMES-16 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048622 | 3048623 | 3048624 | 3048625 |
| Sample Location | | Roof "E", Field, Bottom Layer, On Wood Deck | Roof "F", Field, Bottom Layer, On Wood Deck | Roof "E", Field, Field, Fourth Layer, On Perlite | Roof "F", Field, Field, Fourth Layer, On Perlite |
| Sample Description | | Tar | Tar | Built Up Roofing | Built Up Roofing |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Black | Black | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Materials Present | % Organic | 63.5 | 57.6 | 94.6 | 93.2 |
| | % Carbonates | 7.2 | 12.5 | 0.1 | ND |
| | % Other Inorganic | 29.3 | 29.9 | 5.3 | 6.8 |

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# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Date Collected : 11/06/2024
Collected By : S. Talsma
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-NMES-21 | 6371-NMES-22 | 6371-NMES-25 | 6371-NMES-26 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048628 | 3048629 | 3048632 | 3048633 |
| Sample Location | | Roof "E", Field, Top Layer, On Perlite | Roof "F", Field, Top Layer, On Perlite | Roof "A", Field, Bottom Layer, On Wood Deck | Roof "D", Field, Bottom Layer, On Wood Deck |
| Sample Description | | Built Up Roofing | Built Up Roofing | Built Up Roofing | Built Up Roofing |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | Yes | Yes |
| | Homogenous | Yes | Yes | No | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Black | Black | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | 3.9 | 4.0 |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | 3.9 | 4.0 |
| Other Materials Present | % Organic | 91.7 | 93.0 | 80.5 | 72.5 |
| | % Carbonates | 0.4 | 0.2 | 6.5 | 14.1 |
| | % Other Inorganic | 7.9 | 6.8 | 9.1 | 9.4 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
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# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Date Collected : 11/06/2024
Collected By : S. Talsma
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-NMES-27 | 6371-NMES-28 | 6371-NMES-29 | 6371-NMES-30 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048634 | 3048635 | 3048636 | 3048637 |
| Sample Location | | Roof "A", Perimeter, Second Layer | Roof "D", Perimeter, Second Layer | Roof "A", Perimeter, Top Layer | Roof "D", Perimeter, Top Layer |
| Sample Description | | Tar Paper Vapor Barrier | Tar Paper Vapor Barrier | Rolled Roofing | Rolled Roofing |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | Yes | Yes | Yes | Yes |
| | Homogenous | No | No | No | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Black | Black | Black/Red | Black/Red |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | 0.5 | 3.4 | < 0.3 | < 0.2 |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | 0.5 | 3.4 | < 0.3 | < 0.2 |
| Other Materials Present | % Organic | 94.1 | 88.6 | 49.4 | 64.2 |
| | % Carbonates | 0.6 | 2.8 | 23.8 | 18.4 |
| | % Other Inorganic | 4.8 | 5.2 | 26.8 | 17.4 |

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# Eastern Analytical Services, Inc.

**Bulk Sample Results**

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Date Collected : 11/06/2024
Collected By : S. Talsma
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-NMES-31 | 6371-NMES-32 | 6371-NMES-33 | 6371-NMES-34 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048638 | 3048639 | 3048640 | 3048641 |
| Sample Location | | Roof "F", Field, Top Layer, On ISO | Roof "F", Field, Top Layer, On ISO | Roof "A", Perimeter, Parapet Cap, At Joint | Roof "D", Perimeter, Parapet Cap, At Joint |
| Sample Description | | EPDM | EPDM | Caulk | Caulk |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | No | No |
| | Color | Black | Black | White | White |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Materials Present | % Organic | 80.2 | 79.7 | 64.7 | 40.6 |
| | % Carbonates | 15.5 | 15.3 | 30.7 | 56.1 |
| | % Other Inorganic | 4.3 | 5.0 | 4.6 | 3.3 |

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

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**Bulk Sample Results**

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Date Collected : 11/06/2024
Collected By : S. Talsma
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-NMES-35 | 6371-NMES-36 | 6371-NMES-37 | 6371-NMES-38 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048642 | 3048643 | 3048644 | 3048645 |
| Sample Location | | Ground Floor, Facade, Addition Building, By Door 15, Brick to Metal | Ground Floor, Facade, Addition Building, Main Entry Vestibule, Brick to Metal | Ground Floor, Facade, Original Building, By Door 2, Brick to Metal | Ground Floor, Facade, Addition Building, By Door 17, Brick to Metal |
| Sample Description | | Caulk | Caulk | Caulk | Caulk |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | Yes | No |
| | Homogenous | Yes | Yes | No | Yes |
| | Fibrous | No | No | No | No |
| | Color | Gray | Gray | Gray/White | Gray |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Materials Present | % Organic | 32.3 | 47.4 | 54.1 | 51.1 |
| | % Carbonates | 63.8 | 49.1 | 36.8 | 40.4 |
| | % Other Inorganic | 3.9 | 3.5 | 9.1 | 8.5 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

| | | | |
|---|---|---|---|
| CLIENT: | Clark Patterson Lee | PROJECT # : | 24-6371 |
| ADDRESS: | 26 IBM Road | SAMPLED BY: | S. Talsma |
| | Poughkeepsie, NY 12601 | | |
| CONTACT: | Lauren Tarsio | DATE SAMPLED: | 6-Nov-24 |
| | | STATE SAMPLED IN: | New York |
| PROJECT NAME: | Pre-Construction Environmental Testing | ANALYSIS METHOD: | PLM/NOB-PLM/QTEM |
| PROJECT BUILDING: | North Main Elementary School | | |
| PROJECT ADDRESS: | 212 North Main Street | TURN-AROUND TIME: | 5 Day |
| | Monroe, NY 10950 | | |

| Sample Number | HMA | Floor | Space Name/ID # | Location | Material | Results |
|---|---|---|---|---|---|---|
| 6371-NMES-01 | | Ground | Façade | Original Building, By Room 204, On Brick | Mortar | |
| 6371-NMES-02 | | Ground | Façade | Original Building, By Room 207, On Brick | Mortar | |
| 6371-NMES-03 | | Ground | Façade | Original Building, By Room 204 | Brick | |
| 6371-NMES-04 | | Ground | Façade | Original Building, By Room 207 | Brick | |
| 6371-NMES-05 | | Ground | Façade | Addition Building, By Door 16, On Brick | Mortar | |
| 6371-NMES-06 | | Ground | Façade | Addition Building, By Reception, On Brick | Mortar | |
| 6371-NMES-07 | | Ground | Façade | Addition Building, By Door 16 | Brick | |
| 6371-NMES-08 | | Ground | Façade | Addition Building, By Reception | Brick | |
| 6371-NMES-09 | | Roof | Roof "E" | Field, Deck | Tectum | |
| 6371-NMES-10 | | Roof | Roof "F" | Field, Deck | Tectum | |
| 6371-NMES-11 | 3048622 | Roof | Roof "E" | Field, Bottom Layer, On Wood Deck | Tar | |
| 6371-NMES-12 | 3048623 | Roof | Roof "F" | Field, Bottom Layer, On Wood Deck | Tar | |
| 6371-NMES-13 | | Roof | Roof "E" | Field, Fifth Layer, On Tar | Perlite | |
| 6371-NMES-14 | | Roof | Roof "F" | Field, Fifth Layer, On Tar | Perlite | |
| 6371-NMES-15 | 3048624 | Roof | Roof "E" | Field, Fourth Layer, On Perlite | Built Up Roofing | |

Comments:

SUBMITTED BY: [signature] DATE: 14/NOV/2024

RECEIVED BY: [signature] NOV 14 '24 20:15 DATE:

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

| | | | |
|---|---|---|---|
| CLIENT: | Clark Patterson Lee | PROJECT # : | 24-6371 |
| ADDRESS: | 26 IBM Road | SAMPLED BY: | S. Talsma |
| | Poughkeepsie, NY 12601 | | |
| CONTACT: | Lauren Farsio | DATE SAMPLED: | 6-Nov-24 |
| | | STATE SAMPLED IN: | New York |
| PROJECT NAME: | Pre-Construction Environmental Testing | ANALYSIS METHOD: | PLM/NOB-PLM/QTEM |
| PROJECT BUILDING: | North Main Elementary School | | |
| PROJECT ADDRESS: | 212 North Main Street | TURN-AROUND TIME: | 5 Day |
| | Monroe, NY 10950 | | |

| Sample # | HMA # | Floor | Space Name/ID # | Location | Material | Results |
|---|---|---|---|---|---|---|
| 6371-NMES-16 | 3048625 | Roof | Roof "F" | Field, Fourth Layer, On Perlite | Built Up Roofing | |
| 6371-NMES-17 | 3048626 | Roof | Roof "F" | Field, Third Layer, On Built Up Roofing | ISO | |
| 6371-NMES-18 | 3048627 | Roof | Roof "F" | Field, Third Layer, On Built Up Roofing | ISO | |
| 6371-NMES-19 | | Roof | Roof "E" | Field, Second Layer, On ISO | Perlite | |
| 6371-NMES-20 | | Roof | Roof "F" | Field, Second Layer, On ISO | Perlite | |
| 6371-NMES-21 | 3048628 | Roof | Roof "E" | Field, Top Layer, On Perlite | Built Up Roofing | |
| 6371-NMES-22 | 3048629 | Roof | Roof "F" | Field, Top Layer, On Perlite | Built Up Roofing | |
| 6371-NMES-23 | 3048630 | Roof | Roof to building | Termination Bar | Caulk | |
| 6371-NMES-24 | 3048631 | Roof | Roof to Building | Termination Bar | Caulk | |
| 6371-NMES-25 | 3048632 | Roof | Roof "A" | Field, Bottom Layer, On Wood Deck | Built Up Roofing | |
| 6371-NMES-26 | 3048633 | Roof | Roof "D" | Field, Bottom Layer, On Wood Deck | Built Up Roofing | |
| 6371-NMES-27 | 3048634 | Roof | Roof "A" | Perimeter, Second Layer | Tar Paper Vapor Barrier | |
| 6371-NMES-28 | 3048635 | Roof | Roof "D" | Perimeter, Second Layer | Tar Paper Vapor Barrier | |
| 6371-NMES-29 | 3048636 | Roof | Roof "A" | Perimeter, Top Layer | Rolled Roofing | |
| 6371-NMES-30 | 3048637 | Roof | Roof "D" | Perimeter, Top Layer | Rolled Roofing | |

Comments:

SUBMITTED BY: [signature]

DATE: 14 NOV 2024

RECEIVED BY: [signature]

NOV 14 '24 20:15

DATE:

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

| | | | |
|---|---|---|---|
| CLIENT: | Clark Patterson Lee | PROJECT # : | 24 6371 |
| ADDRESS: | 26 IBM Road | SAMPLED BY: | S. Talsma |
| | Poughkeepsie, NY 12601 | | |
| CONTACT: | Lauren Tarsio | DATE SAMPLED: | 6-Nov-24 |
| | | STATE SAMPLED IN: | New York |
| PROJECT NAME: | Pre-Construction Environmental Testing | ANALYSIS METHOD: | PLM/NOB-PLM/QTEM |
| PROJECT BUILDING: | North Main Elementary School | | |
| PROJECT ADDRESS: | 212 North Main Street | TURN-AROUND TIME: | 5 Day |
| | Monroe, NY 10950 | | |

| Sample # | HM # | Floor | Space Name/ID # | Location | Material | Results |
|---|---|---|---|---|---|---|
| 6371-NMES-31 | 3048638 | Roof | Roof "F" | Field, Top Layer, On ISO | EPDM | |
| 6371-NMES-32 | 3048639 | Roof | Roof "F" | Field, Top Layer, On ISO | EPDM | |
| 6371-NMES-33 | 3048640 | Roof | Roof "A" | Perimeter, Parapet Cap, At Joint | Caulk | |
| 6371-NMES-34 | 3048641 | Roof | Roof "D" | Perimeter, Parapet Cap, At Joint | Caulk | |
| 6371-NMES-35 | 3048642 | Ground | Façade | Addition Building, By Door 15, Brick to Metal | Caulk | |
| 6371-NMES-36 | 3048643 | Ground | Façade | Addition Building, Main Entry Vestibule, Brick to Metal | Caulk | |
| 6371-NMES-37 | 3048644 | Ground | Façade | Original Building, By Door 2, Brick to Metal | Caulk | |
| 6371-NMES-38 | 3048645 | Ground | Façade | Addition Building, By Door 17, Brick to Metal | Caulk | |
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Comments:

SUBMITTED BY: [signature] DATE: 14/NOV/2024

RECEIVED BY: [signature] NOV 14 '24 DATE: 08:15

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature : 
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-PT-01 | 6371-PT-02 | 6371-PT-03 | 6371-PT-03 |
| Layer Number | | | | 1 | 2 |
| Lab ID Number | | 3048935 | 3048936 | 3048937 | 3048937 |
| Sample Location | | Lower Level, Room 101, Above Suspended Ceiling, Wall | Lower Level, Room 106, Above Suspended Ceiling, Wall | Main Level, Kitchen, Ceiling, On Sheetrock | Main Level, Kitchen, Ceiling, On Sheetrock |
| Sample Description | | Sheetrock | Sheetrock | Plaster (Plaster Layer) | Plaster (Scratch Layer) |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | Yes | Yes | Yes | No |
| | Homogenous | No | No | No | No |
| | Fibrous | Yes | Yes | No | No |
| | Color | Gray/Brown | Gray/Brown | White/Gray | Gray/Brown |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | 20.0 | 15.0 | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 15.0 | 15.0 | 10.0 | 25.0 |
| | % Carbonates | 30.0 | 30.0 | 45.0 | 25.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 35.0 | 40.0 | 45.0 | 50.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-PT-04 | 6371-PT-04 | 6371-PT-05 | 6371-PT-05 |
| Layer Number | | 1 | 2 | 1 | 2 |
| Lab ID Number | | 3048938 | 3048938 | 3048939 | 3048939 |
| Sample Location | | Main Level, Kitchen, Ceiling, On Sheetrock | Main Level, Kitchen, Ceiling, On Sheetrock | Main Level, Kitchen, Ceiling, On Sheetrock | Main Level, Kitchen, Ceiling, On Sheetrock |
| Sample Description | | Plaster (Plaster Layer) | Plaster (Scratch Layer) | Plaster (Plaster Layer) | Plaster (Scratch Layer) |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | Yes | No | Yes | No |
| | Homogenous | No | No | No | No |
| | Fibrous | No | No | No | No |
| | Color | White | Gray/Brown | White/Gray | Gray/Brown |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 15.0 | 25.0 | 15.0 | 25.0 |
| | % Carbonates | 40.0 | 20.0 | 45.0 | 25.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 45.0 | 55.0 | 40.0 | 50.0 |

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature : 
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-PT-06 | 6371-PT-06 | 6371-PT-07 | 6371-PT-07 |
| Layer Number | | 1 | 2 | 1 | 2 |
| Lab ID Number | | 3048940 | 3048940 | 3048941 | 3048941 |
| Sample Location | | Lower Level, Boys Bathroom, Above Suspended Ceiling, Wall | Lower Level, Boys Bathroom, Above Suspended Ceiling, Wall | Lower Level, Boys Bathroom, Above Suspended Ceiling, Wall | Lower Level, Boys Bathroom, Above Suspended Ceiling, Wall |
| Sample Description | | Plaster (Plaster Layer) | Plaster (Scratch Layer) | Plaster (Plaster Layer) | Plaster (Scratch Layer) |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | Yes | No | Yes | No |
| | Homogenous | No | No | No | No |
| | Fibrous | No | No | No | No |
| | Color | White/Gray | Gray/Brown | White/Gray | Gray/Brown |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 10.0 | 30.0 | 10.0 | 30.0 |
| | % Carbonates | 45.0 | 25.0 | 50.0 | 25.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 45.0 | 45.0 | 40.0 | 45.0 |

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-PT-08 | 6371-PT-09 | 6371-PT-10 | 6371-PT-11 |
| Layer Number | | | | | |
| Lab ID Number | | 3048942 | 3048943 | 3048944 | 3048945 |
| Sample Location | | Lower Level, Room 101, Wall, Pipe Chase, On Rough Coat | Lower Level, Room 105, Wall, Pipe Chase, On Rough Coat | Lower Level, Room 106, Wall, Pipe Chase, On Rough Coat | Lower Level, Room 101, Wall, Pipe Chase, On Sheetrock |
| Sample Description | | Skim Coat Plaster | Skim Coat Plaster | Skim Coat Plaster | Rough Coat Plaster |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | Yes | Yes | Yes | No |
| | Homogenous | No | No | No | No |
| | Fibrous | No | No | No | No |
| | Color | White/Blue | White/Blue | White/Blue | Gray/Brown |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 20.0 | 25.0 | 20.0 | 30.0 |
| | % Carbonates | 40.0 | 40.0 | 40.0 | 25.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 40.0 | 35.0 | 40.0 | 45.0 |

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-PT-12 | 6371-PT-13 | 6371-PT-16 | 6371-PT-17 |
| Layer Number | | | | | |
| Lab ID Number | | 3048946 | 3048947 | 3048948 | 3048949 |
| Sample Location | | Lower Level, Room 105, Wall, Pipe Chase, On Sheetrock | Lower Level, Room 106, Wall, Pipe Chase, On Sheetrock | Lower Level, Boiler Room, Tank, On Wire, White | Lower Level, Boiler Room, Tank, On Wire, White |
| Sample Description | | Rough Coat Plaster | Rough Coat Plaster | Packing | Packing |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | No | No |
| | Homogenous | No | No | No | No |
| | Fibrous | No | No | Yes | Yes |
| | Color | Gray/Brown | Gray/Brown | Gray | Gray |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | 20.0 | 20.0 |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 35.0 | 35.0 | 15.0 | 15.0 |
| | % Carbonates | 20.0 | 25.0 | 20.0 | 25.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 45.0 | 40.0 | 45.0 | 40.0 |

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# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6371-PT-18 | 6371-PT-19 | 6371-PT-20 | 6371-PT-21 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048950 | 3048951 | 3048952 | 3048953 |
| Sample Location | | Lower Level, Boiler Room, Tank, On Wire, White | Lower Level, Boiler Room, Boiler Air Duct, Pink | Lower Level, Boiler Room, Boiler Air Duct, Pink | Lower Level, Boiler Room, Boiler Air Duct, Pink |
| Sample Description | | Packing | Packing | Packing | Packing |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | Yes | Yes | No |
| | Homogenous | No | No | No | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Gray | Pink/Gray/White | Pink/Gray/White | Pink |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | 25.0 | 30.0 | 35.0 | ND |
| | % Cellulose | ND | 15.0 | 10.0 | 30.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 10.0 | 10.0 | 10.0 | 10.0 |
| | % Carbonates | 25.0 | 10.0 | 10.0 | 20.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 40.0 | 35.0 | 35.0 | 40.0 |

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# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-PT-22 | 6371-PT-23 | 6371-PT-24 | 6371-PT-25 |
| Layer Number | | | | | |
| Lab ID Number | | 3048954 | 3048955 | 3048956 | 3048957 |
| Sample Location | | Lower Level, Air Handling Room, On Metal Fittings | Lower Level, Air Handling Room, On Metal Fittings | Lower Level, Air Handling Room, On Metal Fittings | Lower Level, Room 101, Above Suspended Ceiling, Confirmatory |
| Sample Description | | Mudded Joint Packing | Mudded Joint Packing | Mudded Joint Packing | Mudded Joint Packing |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | Yes | Yes | Yes | No |
| | Homogenous | No | No | No | Yes |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Gray/Brown | Gray/Brown | Gray/Brown | White/Brown |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | None |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | 20.0 | 20.0 | 15.0 | 25.0 |
| | % Cellulose | 15.0 | 15.0 | 20.0 | 10.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 15.0 | 20.0 | 20.0 | 10.0 |
| | % Carbonates | 15.0 | 15.0 | 15.0 | 20.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 35.0 | 30.0 | 30.0 | 35.0 |

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# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-PT-28 | 6371-PT-29 | 6371-PT-30 | 6371-PT-31 |
| Layer Number | | | | | |
| Lab ID Number | | 3048958 | 3048959 | 3048960 | 3048961 |
| Sample Location | | Lower Level, Boiler Room, Boiler 2, On Door | Lower Level, Boiler Room, Boiler 3, On Door, | Lower Level, Boiler Room, Boiler 1, On Door, | Lower Level, Boiler Room, Boiler 3, Behind Metal Side Panel |
| Sample Description | | Rope Gasket | Rope Gasket | Rope Gasket | Insulation |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | White/Brown | White/Brown | White/Brown | Brown/Gray/Rust |
| Sample Treatment | | None | None | None | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | 75.0 | 70.0 | 75.0 | 55.0 |
| | % Cellulose | ND | 5.0 | 5.0 | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 5.0 | 5.0 | 5.0 | 5.0 |
| | % Carbonates | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 20.0 | 20.0 | 15.0 | 40.0 |

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# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-PT-32 | 6371-PT-33 | 6371-PT-36 | 6371-PT-37 |
| Layer Number | | | | | |
| Lab ID Number | | 3048962 | 3048963 | 3048964 | 3048965 |
| Sample Location | | Lower Level, Boiler Room, Boiler 1, Behind Metal Side Panel | Lower Level, Boiler Room, Boiler 2, Behind Metal Side Panel | Lower Level, Air Handling Room, On Metal Pipe | Lower Level, Air Handling Room, On Metal Pipe |
| Sample Description | | Insulation | Insulation | Pipe Insulation | Pipe Insulation |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | Yes | Yes |
| | Homogenous | No | No | No | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Brown/Rust | Brown | Brown/White/Silver | Brown/White/Silver |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | 60.0 | 60.0 | 30.0 | 25.0 |
| | % Cellulose | ND | ND | 15.0 | 15.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 5.0 | 5.0 | 10.0 | 15.0 |
| | % Carbonates | ND | ND | 15.0 | 15.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 35.0 | 35.0 | 30.0 | 30.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.



**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-PT-38 | 6371-PT-39 | 6371-PT-40 | 6371-PT-41 |
| Layer Number | | | | | |
| Lab ID Number | | 3048966 | 3048967 | 3048968 | 3048969 |
| Sample Location | | Lower Level, Air Handling Room, On Metal Pipe | Lower Level, Air Handling Room, Fresh Air Intake, On Metal Duct | Lower Level, Air Handling Room, Fresh Air Intake, On Metal Duct | Lower Level, Air Handling Room, Fresh Air Intake, On Metal Duct |
| Sample Description | | Pipe Insulation | Insulation | Insulation | Insulation |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | Yes | Yes | Yes | Yes |
| | Homogenous | No | No | No | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Brown/White/Silver | Brown/Black/White | Brown/White | Brown/Black/White |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | 30.0 | 40.0 | 60.0 | 35.0 |
| | % Cellulose | 10.0 | 10.0 | ND | 15.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 15.0 | 10.0 | 10.0 | 10.0 |
| | % Carbonates | 15.0 | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 30.0 | 40.0 | 30.0 | 40.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature : 
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-PT-42 | 6371-PT-43 | 6371-PT-44 | 6371-PT-45 |
| Layer Number | | | | | |
| Lab ID Number | | 3048970 | 3048971 | 3048972 | 3048973 |
| Sample Location | | Lower Level, Boiler Room, Wall | Lower Level, Boiler Room, Wall | Main Level, Main Entry, Hallway, Wall, Above Suspended Ceiling | Main Level, Main Entry, Hallway, Wall, Above Suspended Ceiling |
| Sample Description | | Cementitious Slab | Cementitious Slab | CMU | CMU |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | Yes | Yes | No | No |
| | Homogenous | No | No | No | No |
| | Fibrous | No | No | No | No |
| | Color | Gray/Brown | Gray/Brown | Gray/Black | Gray/Black |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 30.0 | 25.0 | 25.0 | 25.0 |
| | % Carbonates | 35.0 | 35.0 | 20.0 | 25.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 35.0 | 40.0 | 55.0 | 50.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-PT-46 | 6371-PT-47 | 6371-PT-48 | 6371-PT-49 |
| Layer Number | | | | | |
| Lab ID Number | | 3048974 | 3048975 | 3048976 | 3048977 |
| Sample Location | | Roof A, Roof A to Roof F Building, Facade, On Brick | Roof A, Roof A to Roof E Building, Facade, On Brick | Roof A, Roof A to Roof F Building, Facade | Roof A, Roof A to Roof E Building, Facade |
| Sample Description | | Mortar | Mortar | Brick | Brick |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | No | Yes |
| | Homogenous | No | No | No | No |
| | Fibrous | No | No | No | No |
| | Color | Gray/Brown | Gray/Brown | Red | Red/Brown |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 30.0 | 30.0 | 25.0 | 25.0 |
| | % Carbonates | 25.0 | 30.0 | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 45.0 | 40.0 | 75.0 | 75.0 |

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-PT-50 | 6371-PT-51 | 6371-PT-52 | 6371-PT-53 |
| Layer Number | | | | | |
| Lab ID Number | | 3048978 | 3048979 | 3048980 | 3048981 |
| Sample Location | | Exterior, Front Door 2, Entry, Facade, On Brick | Exterior, Near Door 9, Facade, On Brick | Exterior, Front Door 2, Entry, Facade | Exterior, Near Door 9, Facade |
| Sample Description | | Mortar | Mortar | Brick | Brick |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | Yes | Yes |
| | Homogenous | No | No | No | No |
| | Fibrous | No | No | No | No |
| | Color | Gray | Gray | Red/Brown | Red/Brown |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 30.0 | 30.0 | 25.0 | 30.0 |
| | % Carbonates | 30.0 | 25.0 | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 40.0 | 45.0 | 75.0 | 70.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-PT-76 | 6371-PT-77 | 6371-PT-78 | 6371-PT-79 |
| Layer Number | | | | | |
| Lab ID Number | | 3048982 | 3048983 | 3048984 | 3048985 |
| Sample Location | | Roof C, Field, Deck | Roof A, Field, Deck | Roof A, Field, 2nd Layer, On Tectum Deck | Roof C, Field, 2nd Layer, On Tectum Deck |
| Sample Description | | Tectum | Tectum | Perlite | Perlite |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | No | Yes |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | White | White | Brown/Gray | White |
| Sample Treatment | | None | None | Homogenized | None |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | 75.0 |
| | % Cellulose | 10.0 | 10.0 | 35.0 | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 20.0 | 20.0 | 5.0 | 5.0 |
| | % Carbonates | 35.0 | 30.0 | ND | ND |
| | % Other | ND | ND | 20.0 Perlite | ND |
| | % Unidentified | 35.0 | 40.0 | 40.0 | 20.0 |

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | |
|---|---|---|---|
| Sample ID Number | | 6371-PT-84 | 6371-PT-85 |
| Layer Number | | | |
| Lab ID Number | | 3048986 | 3048987 |
| Sample Location | | Roof B, 2nd Layer, On ISO Foam | Roof F, 2nd Layer, On ISO Foam |
| Sample Description | | Perlite | Perlite |
| Method of Quantification | | Scanning Option | Scanning Option |
| Appearance | Layered | No | No |
| | Homogenous | No | No |
| | Fibrous | Yes | Yes |
| | Color | Brown/Gray | Brown/Gray |
| Sample Treatment | | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND |
| | % Chrysotile | ND | ND |
| | % Other | ND | ND |
| | % Total Asbestos | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND |
| | % Cellulose | 35.0 | 30.0 |
| | % Other | ND | ND |
| | % Unidentified | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 5.0 | 10.0 |
| | % Carbonates | ND | ND |
| | % Other | 25.0 Perlite | 20.0 Perlite |
| | % Unidentified | 35.0 | 40.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-PT-14 | 6371-PT-15 | 6371-PT-26 | 6371-PT-27 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048646 | 3048647 | 3048648 | 3048649 |
| Sample Location | | Lower Level, Boiler Room, Tank, On Packing | Lower Level, Boiler Room, Tank, On Packing | Lower Level, Room 101, Ceiling, Suspended, 2' x 4' Dot Canyon | Lower Level, Room 101, Ceiling, Suspended, 2' x 4' Dot Canyon |
| Sample Description | | Canvas Wrap | Canvas Wrap | Ceiling Tile | Ceiling Tile |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | Yes | Yes |
| | Homogenous | Yes | Yes | No | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | White | White | Gray/White | Gray/White |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 13.5 | 13.9 | 14.6 | 14.5 |
| | % Carbonates | 14.2 | 13.8 | 47.8 | 48.0 |
| | % Other Inorganic | 72.3 | 72.3 | 37.6 | 37.5 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-PT-34 | 6371-PT-35 | 6371-PT-54 | 6371-PT-55 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048650 | 3048651 | 3048652 | 3048653 |
| Sample Location | | Lower Level, Boiler Room, Boiler 2, Boiler End | Lower Level, Boiler Room, Boiler 1, Boiler End | Lower Level, Room 101, Floor, 12" x 12" Floor Tile | Lower Level, Room 100, Floor, 12" x 12" Floor Tile |
| Sample Description | | Rope Gasket | Rope Gasket | Mastic | Mastic |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | No | No |
| | Color | Tan | Tan | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 38.3 | 36.8 | 77.4 | 74.6 |
| | % Carbonates | 4.2 | 2.9 | 6.2 | 13.3 |
| | % Other Inorganic | 57.5 | 60.3 | 16.4 | 12.1 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-PT-56 | 6371-PT-57 | 6371-PT-58 | 6371-PT-59 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048654 | 3048655 | 3048656 | 3048657 |
| Sample Location | | Lower Level, Room 101, Floor, 12" x 12" Beige | Lower Level, Room 100, Floor, 12" x 12" Beige | Lower Level, Room 103, 2nd Layer, On 9" x 9" | Lower Level, Room 104, 2nd Layer, On 9" x 9" |
| Sample Description | | Floor Tile | Floor Tile | Vapor Barrier | Vapor Barrier |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | Yes | Yes |
| | Color | Gray | Gray | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 18.2 | 23.7 | 93.8 | 94.0 |
| | % Carbonates | 80.0 | 67.1 | 2.3 | 3.8 |
| | % Other Inorganic | 1.8 | 9.2 | 3.9 | 2.2 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6371-PT-60 | 6371-PT-61 | 6371-PT-62 | 6371-PT-63 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048658 | 3048659 | 3048660 | 3048661 |
| Sample Location | | Lower Level, Room 103, Floor, Bottom Layer, On Slab, 9" x 9" | Lower Level, Room 104, Floor, Bottom Layer, On Slab, 9" x 9" | Lower Level, Room 198, Floor, 12" x 12", Gray | Lower Level, Room 204, Floor, 12" x 12", Gray |
| Sample Description | | Floor Tile | Floor Tile | Floor Tile | Floor Tile |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | No | No |
| | Color | Gray | Gray | Gray | Gray |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | 1.5 | 1.6 | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | 1.5 | 1.6 | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 25.9 | 26.0 | 20.5 | 18.9 |
| | % Carbonates | 28.7 | 31.3 | 76.1 | 77.9 |
| | % Other Inorganic | 43.9 | 41.1 | 3.4 | 3.2 |

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-PT-64 | 6371-PT-65 | 6371-PT-66 | 6371-PT-67 |
| Layer Number | | | | | |
| Lab ID Number | | 3048662 | 3048663 | 3048664 | 3048665 |
| Sample Location | | Lower Level, Room 104, Floor, Black 12" x 12" | Lower Level, Room 105, Floor, Black 12" x 12" | Lower Level, General Store, Room 99, Floor Around UV, 9" x 9" Blue | Lower Level, General Store, Room 99, Floor Around UV, 9" x 9" Blue |
| Sample Description | | Floor Tile | Floor Tile | Floor Tile | Floor Tile |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | No | No |
| | Color | Gray | Gray | Green | Green |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | 0.5 | 0.5 |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive | 0.5 Inconclusive | 0.5 Inconclusive |
| Other Materials Present | % Organic | 21.7 | 22.6 | 33.9 | 33.5 |
| | % Carbonates | 69.6 | 67.8 | 33.8 | 36.7 |
| | % Other Inorganic | 8.7 | 9.6 | 31.8 | 29.3 |

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-PT-68 | 6371-PT-69 | 6371-PT-70 | 6371-PT-71 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048666 | 3048667 | 3048668 | 3048669 |
| Sample Location | | Lower Level, Boiler Room, Corner of Room, On Pressurized Pipe, Red | Lower Level, Boiler Room, On Pipe, Red | Exterior, Front Cafeteria, Wall, Window, Frame, Metal to Brick and Mortar | Exterior, Front Cafeteria, Wall, Window, Frame, Metal to Brick and Mortar |
| Sample Description | | Gasket | Gasket | Caulk | Caulk |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | No | No |
| | Color | White/Red | White/Red | Green | Green |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 35.8 | 37.1 | 35.4 | 32.5 |
| | % Carbonates | 32.8 | 33.1 | 54.2 | 62.7 |
| | % Other Inorganic | 31.4 | 29.8 | 10.4 | 4.8 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-PT-72 | 6371-PT-73 | 6371-PT-74 | 6371-PT-75 | |
|---|---|---|---|---|---|---|
| Layer Number | | | | | | |
| Lab ID Number | | 3048670 | 3048671 | 3048672 | 3048673 | |
| Sample Location | | Exterior, Air Handling Room, Louvre, Metal to Brick and Mortar | Exterior, Air Handling Room, Louvre, Metal to Brick and Mortar | Exterior, Air Handling Room, Louvre, Metal to Brick and Mortar | Exterior, South West Side, Window, Frame, Metal to Brick and Mortar | |
| Sample Description | | Caulk | Caulk | Caulk | Caulk | |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm | |
| Appearance | Layered | No | No | No | No | |
| | Homogenous | Yes | Yes | Yes | Yes | |
| | Fibrous | No | No | No | No | |
| | Color | Gray | Gray | Gray | Gray | |
| Asbestos Content | % Amosite | ND | ND | ND | ND | |
| | % Chrysotile | 3.2 | 3.1 | 2.5 | ND | |
| | % Other | ND | ND | ND | ND | |
| | % Total Asbestos | 3.2 | 3.1 | 2.5 | ND | Inconclusive |
| Other Materials Present | % Organic | 17.1 | 16.0 | 21.3 | 74.0 | |
| | % Carbonates | 70.8 | 73.1 | 67.0 | 19.6 | |
| | % Other Inorganic | 8.9 | 7.8 | 9.2 | 6.4 | |

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-PT-80 | 6371-PT-81 | 6371-PT-82 | 6371-PT-83 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048674 | 3048675 | 3048676 | 3048677 |
| Sample Location | | Roof B, Field/ Perimeter, Bottom Layer, On Tectum | Roof F, Field/ Perimeter, Bottom Layer, On Tectum | Roof F, Field/ Perimeter, On Built Up Roof | Roof B, Field/ Perimeter, On Built Up Roof |
| Sample Description | | Built Up Roof | Built Up Roof | ISO Foam | ISO Foam |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | No | No |
| | Color | Black | Black | Yellow | Yellow |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Materials Present | % Organic | 99.5 | 99.6 | 98.4 | 99.1 |
| | % Carbonates | 0.2 | 0.1 | 1.3 | 0.5 |
| | % Other Inorganic | 0.3 | 0.3 | 0.3 | 0.4 |

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# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-PT-86 | 6371-PT-87 | 6371-PT-88 | 6371-PT-89 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048678 | 3048679 | 3048680 | 3048681 |
| Sample Location | | Roof C, Field, Top Layer, On Perlite | Roof A, Field, Top Layer, On Perlite | Roof B, Field/Perimeter, Top Layer, On Perlite | Roof F, Field/Perimeter, Top Layer, On Perlite |
| Sample Description | | Built Up Roof | Built Up Roof | Built Up Roof | Built Up Roof |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Black | Black | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 93.4 | 93.9 | 93.0 | 93.2 |
| | % Carbonates | 5.1 | 0.9 | 1.8 | 1.7 |
| | % Other Inorganic | 1.5 | 5.2 | 5.2 | 5.1 |

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# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/19/2024
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | |
|---|---|---|---|
| Sample ID Number | | 6371-PT-90 | 6371-PT-91 |
| Layer Number | | | |
| Lab ID Number | | 3048682 | 3048683 |
| Sample Location | | Roof B, Vent Pipe, Pitch Pocket | Roof F, Vent Pipe, Pitch Pocket |
| Sample Description | | Tar | Tar |
| Analytical Method | | NOB Plm | NOB Plm |
| Appearance | Layered | No | No |
| | Homogenous | Yes | Yes |
| | Fibrous | No | No |
| | Color | Black | Black |
| Asbestos Content | % Amosite | ND | ND |
| | % Chrysotile | ND | ND |
| | % Other | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 82.5 | 85.8 |
| | % Carbonates | 4.9 | 3.9 |
| | % Other Inorganic | 12.6 | 10.3 |

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# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/20/2024
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-PT-14 | 6371-PT-15 | 6371-PT-26 | 6371-PT-27 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048646 | 3048647 | 3048648 | 3048649 |
| Sample Location | | Lower Level, Boiler Room, Tank, On Packing | Lower Level, Boiler Room, Tank, On Packing | Lower Level, Room 101, Ceiling, Suspended, 2' x 4' Dot Canyon | Lower Level, Room 101, Ceiling, Suspended, 2' x 4' Dot Canyon |
| Sample Description | | Canvas Wrap | Canvas Wrap | Ceiling Tile | Ceiling Tile |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | Yes | Yes |
| | Homogenous | Yes | Yes | No | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | White | White | Gray/White | Gray/White |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Materials Present | % Organic | 13.5 | 13.9 | 14.6 | 14.5 |
| | % Carbonates | 14.2 | 13.8 | 47.8 | 48.0 |
| | % Other Inorganic | 72.3 | 72.3 | 37.6 | 37.5 |

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**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/20/2024
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6371-PT-34 | 6371-PT-35 | 6371-PT-54 | 6371-PT-55 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048650 | 3048651 | 3048652 | 3048653 |
| Sample Location | | Lower Level, Boiler Room, Boiler 2, Boiler End | Lower Level, Boiler Room, Boiler 1, Boiler End | Lower Level, Room 101, Floor, 12" x 12" Floor Tile | Lower Level, Room 100, Floor, 12" x 12" Floor Tile |
| Sample Description | | Rope Gasket | Rope Gasket | Mastic | Mastic |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | No | No |
| | Color | Tan | Tan | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | 3.3 | 1.8 |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | 3.3 | 1.8 |
| Other Materials Present | % Organic | 38.3 | 36.8 | 77.4 | 74.6 |
| | % Carbonates | 4.2 | 2.9 | 6.2 | 13.3 |
| | % Other Inorganic | 57.5 | 60.3 | 13.1 | 10.3 |

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**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/20/2024
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6371-PT-56 | 6371-PT-57 | 6371-PT-58 | 6371-PT-59 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048654 | 3048655 | 3048656 | 3048657 |
| Sample Location | | Lower Level, Room 101, Floor, 12" x 12" Beige | Lower Level, Room 100, Floor, 12" x 12" Beige | Lower Level, Room 103, 2nd Layer, On 9" x 9" | Lower Level, Room 104, 2nd Layer, On 9" x 9" |
| Sample Description | | Floor Tile | Floor Tile | Vapor Barrier | Vapor Barrier |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | Yes | Yes |
| | Color | Gray | Gray | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Materials Present | % Organic | 18.2 | 23.7 | 93.8 | 94.0 |
| | % Carbonates | 80.0 | 67.1 | 2.3 | 3.8 |
| | % Other Inorganic | 1.8 | 9.2 | 3.9 | 2.2 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/20/2024
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6371-PT-62 | 6371-PT-63 | 6371-PT-64 | 6371-PT-65 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048660 | 3048661 | 3048662 | 3048663 |
| Sample Location | | Lower Level, Room 198, Floor, 12" x 12", Gray | Lower Level, Room 204, Floor, 12" x 12", Gray | Lower Level, Room 104, Floor, Black 12" x 12" | Lower Level, Room 105, Floor, Black 12" x 12" |
| Sample Description | | Floor Tile | Floor Tile | Floor Tile | Floor Tile |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | No | No |
| | Color | Gray | Gray | Gray | Gray |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Materials Present | % Organic | 20.5 | 18.9 | 21.7 | 22.6 |
| | % Carbonates | 76.1 | 77.9 | 69.6 | 67.8 |
| | % Other Inorganic | 3.4 | 3.2 | 8.7 | 9.6 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/20/2024
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6371-PT-66 | 6371-PT-67 | 6371-PT-68 | 6371-PT-69 |
| Layer Number | | | | | |
| Lab ID Number | | 3048664 | 3048665 | 3048666 | 3048667 |
| Sample Location | | Lower Level, General Store, Room 99, Floor Around UV, 9" x 9" Blue | Lower Level, General Store, Room 99, Floor Around UV, 9" x 9" Blue | Lower Level, Boiler Room, Corner of Room, On Pressurized Pipe, Red | Lower Level, Boiler Room, On Pipe, Red |
| Sample Description | | Floor Tile | Floor Tile | Gasket | Gasket |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | No | No |
| | Color | Green | Green | White/Red | White/Red |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | 16.2 | 14.9 | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | 16.2 | 14.9 | ND | ND |
| Other Materials Present | % Organic | 33.9 | 33.5 | 35.8 | 37.1 |
| | % Carbonates | 33.8 | 36.7 | 32.8 | 33.1 |
| | % Other Inorganic | 16.1 | 14.9 | 31.4 | 29.8 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/20/2024
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6371-PT-70 | 6371-PT-71 | 6371-PT-75 | 6371-PT-86 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048668 | 3048669 | 3048673 | 3048678 |
| Sample Location | | Exterior, Front Cafeteria, Wall, Window, Frame, Metal to Brick and Mortar | Exterior, Front Cafeteria, Wall, Window, Frame, Metal to Brick and Mortar | Exterior, South West Side, Window, Frame, Metal to Brick and Mortar | Roof C, Field, Top Layer, On Perlite |
| Sample Description | | Caulk | Caulk | Caulk | Built Up Roof |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | No | Yes |
| | Color | Green | Green | Gray | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Materials Present | % Organic | 35.4 | 32.5 | 74.0 | 93.4 |
| | % Carbonates | 54.2 | 62.7 | 19.6 | 5.1 |
| | % Other Inorganic | 10.4 | 4.8 | 6.4 | 1.5 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/20/2024
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6371-PT-87 | 6371-PT-88 | 6371-PT-89 | 6371-PT-90 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3048679 | 3048680 | 3048681 | 3048682 |
| Sample Location | | Roof A, Field, Top Layer, On Perlite | Roof B, Field/Perimeter, Top Layer, On Perlite | Roof F, Field/Perimeter, Top Layer, On Perlite | Roof B, Vent Pipe, Pitch Pocket |
| Sample Description | | Built Up Roof | Built Up Roof | Built Up Roof | Tar |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | Yes | Yes | Yes | No |
| | Color | Black | Black | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Materials Present | % Organic | 93.9 | 93.0 | 93.2 | 82.5 |
| | % Carbonates | 0.9 | 1.8 | 1.7 | 4.9 |
| | % Other Inorganic | 5.2 | 5.2 | 5.1 | 12.6 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 246371 - Clark Patterson Lee - Pre-Construction Environmental Testing - Pine Tree Elementary School - 156 Pine Tree Road - Monroe, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 11/06-07/2024
Collected By : Stamper/Talsma/McAfee/Lopez
Date Received : 11/14/2024
Date Analyzed : 11/20/2024
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | |
|---|---|---|
| Sample ID Number | | 6371-PT-91 |
| Layer Number | | |
| Lab ID Number | | 3048683 |
| Sample Location | | Roof F, Vent Pipe, Pitch Pocket |
| Sample Description | | Tar |
| Analytical Method | | NOB Tem |
| Appearance | Layered | No |
| | Homogenous | Yes |
| | Fibrous | No |
| | Color | Black |
| Asbestos Content | % Amosite | ND |
| | % Chrysotile | ND |
| | % Other | ND |
| | % Total Asbestos | ND |
| Other Materials Present | % Organic | 85.8 |
| | % Carbonates | 3.9 |
| | % Other Inorganic | 10.3 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

CLIENT: Clark Patterson Lee
ADDRESS: 26 IBM Road
Poughkeepsie, NY 12601
CONTACT: Lauren Tarsio

PROJECT #: 24-6371
SAMPLED BY: D. Stamper, S. Talsma, T. McAfee, J. Lopez
DATE SAMPLED: ~~15 Feb 24~~ 11-06-07
STATE SAMPLED IN: New York
ANALYSIS METHOD: PLM, NOB-PLM, QTEM

PROJECT NAME: Pre-Construction Environmental Testing and Design
PROJECT BUILDING: Pine Tree Elementary School
PROJECT ADDRESS: 156 Pine Tree Road
Monroe, NY 10950

TURN-AROUND TIME: 5-DAY

| Sample # | HM | Floor | Space Name/ID # | Location | Material | Results |
|---|---|---|---|---|---|---|
| 6371-PT-01 | 1 | Lower Level | Room 101 | Above Suspended Ceiling, Wall | Sheetrock | |
| 6371-PT-02 | 1 | Lower Level | Room 106 | Above Suspended Ceiling, Wall | Sheetrock | |
| 6371-PT-03 | 2 | Main Level | Kitchen | Ceiling, On Sheetrock | Plaster | |
| 6371-PT-04 | 2 | Main Level | Kitchen | Ceiling, On Sheetrock | Plaster | |
| 6371-PT-05 | 2 | Main Level | Kitchen | Ceiling, On Sheetrock | Plaster | |
| 6371-PT-06 | 2 | Lower Level | Boys Bathroom | Above Suspended Ceiling, Wall | Plaster | |
| 6371-PT-07 | 2 | Lower Level | Boys Bathroom | Above Suspended Ceiling, Wall | Plaster | |
| 6371-PT-08 | 2 | Lower Level | Room 101 | Wall, Pipe Chase, On Rough Coat | Skim Coat Plaster | |
| 6371-PT-09 | 2 | Lower Level | Room 105 | Wall, Pipe Chase, On Rough Coat | Skim Coat Plaster | |
| 6371-PT-10 | 2 | Lower Level | Room 106 | Wall, Pipe Chase, On Rough Coat | Skim Coat Plaster | |
| 6371-PT-11 | 2 | Lower Level | Room 101 | Wall, Pipe Chase, On Sheetrock | Rough Coat Plaster | |
| 6371-PT-12 | 2 | Lower Level | Room 105 | Wall, Pipe Chase, On Sheetrock | Rough Coat Plaster | |
| 6371-PT-13 | 2 | Lower Level | Room 106 | Wall, Pipe Chase, On Sheetrock | Rough Coat Plaster | |
| 6371-PT-14 3048646 | | Lower Level | Boiler Room | Tank, On Packing | Canvas Wrap | |
| 6371-PT-15 3048647 | | Lower Level | Boiler Room | Tank, On Packing | Canvas Wrap | |

Comments:

SUBMITTED BY: D. Stamper DATE: 11-14-24

RECEIVED BY: M. DeVincentis NOV 14 '24 DATE: DATE:

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

CLIENT: Clark Patterson Lee
ADDRESS: 26 IBM Road
Poughkeepsie, NY 12601
CONTACT: Lauren Tarsio

PROJECT #: 24-6371
SAMPLED BY: D. Stamper, S. Talsma, T. McAfee, J. Lopez
DATE SAMPLED: 15-Feb-24
STATE SAMPLED IN: New York
ANALYSIS METHOD: PLM, NOB-PLM, QTEM

PROJECT NAME: Pre-Construction Environmental Testing and Design
PROJECT BUILDING: Pine Tree Elementary School
PROJECT ADDRESS: 156 Pine Tree Road
Monroe, NY 10950

TURN-AROUND TIME: 5-DAY

| Sample ID | HA/Area | Floor | Space Name/ID | Sample Location | Material | Results |
|---|---|---|---|---|---|---|
| 6371-PT-16 | 4 | Lower Level | Boiler Room | Tank, On Wire, White | Packing | |
| 6371-PT-17 | 4 | Lower Level | Boiler Room | Tank, On Wire, White | Packing | |
| 6371-PT-18 | 4 | Lower Level | Boiler Room | Tank, On Wire, White | Packing | |
| 6371-PT-19 | 5 | Lower Level | Boiler Room | Boiler Air Duct, Pink | Packing | |
| 6371-PT-20 | 5 | Lower Level | Boiler Room | Boiler Air Duct, Pink | Packing | |
| 6371-PT-21 | 5 | Lower Level | Boiler Room | Boiler Air Duct, Pink | Packing | |
| 6371-PT-22 | 6 | Lower Level | Air Handling Room | On Metal Fittings | Mudded Joint Packing | |
| 6371-PT-23 | 6 | Lower Level | Air Handling Room | On Metal Fittings | Mudded Joint Packing | |
| 6371-PT-24 | 6 | Lower Level | Air Handling Room | On Metal Fittings | Mudded Joint Packing | |
| 6371-PT-25 | 6 | Lower Level | Room 101 | Above Suspended Ceiling, Confirmatory | Mudded Joint Packing | |
| 6371-PT-26 3048648 | | Lower Level | Room 101 | Ceiling, Suspended, 2'x4' Dot Canyon | Ceiling Tile | |
| 6371-PT-27 3048649 | | Lower Level | Room 101 | Ceiling, Suspended, 2'x4' Dot Canyon | Ceiling Tile | |
| 6371-PT-28 | 8 | Lower Level | Boiler Room | Boiler 2, On Door | Rope Gasket | |
| 6371-PT-29 | 8 | Lower Level | Boiler Room | Boiler 3, On Door | Rope Gasket | |
| 6371-PT-30 | 8 | Lower Level | Boiler Room | Boiler 1, On Door | Rope Gasket | |

Comments:

SUBMITTED BY: Dillon Stamper DATE: 11-14-24

RECEIVED BY: M DeVenezia NOV 14 '24 20:15 DATE:

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

CLIENT: Clark Patterson Lee
ADDRESS: 26 IBM Road
Poughkeepsie, NY 12601
CONTACT: Lauren Tarsio

PROJECT #: 24-6371
SAMPLED BY: D. Stamper, S. Talsma, T. McAfee, J. Lopez
DATE SAMPLED: 15-Feb-24
STATE SAMPLED IN: New York
ANALYSIS METHOD: PLM, NOB-PLM, QTEM

PROJECT NAME: Pre-Construction Environmental Testing and Design
PROJECT BUILDING: Pine Tree Elementary School
PROJECT ADDRESS: 156 Pine Tree Road
Monroe, NY 10950

TURN-AROUND TIME: 5-DAY

| Sample # | HM # | Floor | Space Name/ID # | Location | Material | TEM Results |
|---|---|---|---|---|---|---|
| 6371-PT-31 | 9 | Lower Level | Boiler Room | Boiler 3, Behind Metal Side Panel | Insulation | |
| 6371-PT-32 | 9 | Lower Level | Boiler Room | Boiler 1, Behind Metal Side Panel | Insulation | |
| 6371-PT-33 | 9 | Lower Level | Boiler Room | Boiler 2, Behind Metal Side Panel | Insulation | |
| 6371-PT-34 3048650 | | Lower Level | Boiler Room | Boiler 2, Boiler End | Rope Gasket | |
| 6371-PT-35 3048651 | | Lower Level | Boiler Room | Boiler 1, Boiler End | Rope Gasket | |
| 6371-PT-36 | 11 | Lower Level | Air Handling Room | On Metal Pipe | Pipe Insulation | |
| 6371-PT-37 | 11 | Lower Level | Air Handling Room | On Metal Pipe | Pipe Insulation | |
| 6371-PT-38 | 11 | Lower Level | Air Handling Room | On Metal Pipe | Pipe Insulation | |
| 6371-PT-39 | 12 | Lower Level | Air Handling Room | Fresh Air Intake, On Metal Duct | Insulation | |
| 6371-PT-40 | 12 | Lower Level | Air Handling Room | Fresh Air Intake, On Metal Duct | Insulation | |
| 6371-PT-41 | 12 | Lower Level | Air Handling Room | Fresh Air Intake, On Metal Duct | Insulation | |
| 6371-PT-42 | 13 | Lower Level | Boiler Room | Wall | Cementitious Slab | |
| 6371-PT-43 | 13 | Lower Level | Boiler Room | Wall | Cementitious Slab | |
| 6371-PT-44 | 14 | Main Level | Main Entry | Hallway, Wall, Above Suspended Ceiling | CMU | |

Comments:

SUBMITTED BY: Dillon Stamper DATE: 11-14-24

RECEIVED BY: [illegible] NOV 14 '24 20:15 DATE:

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

CLIENT: Clark Patterson Lee
ADDRESS: 26 IBM Road
Poughkeepsie, NY 12601
CONTACT: Lauren Tarsio

PROJECT # : 24-6371
SAMPLED BY: D. Stamper, S. Talsma, T. McAfee, J. Lopez
DATE SAMPLED: 15-Feb-24
STATE SAMPLED IN: New York
ANALYSIS METHOD: PLM, NOB-PLM, QTEM

PROJECT NAME: Pre-Construction Environmental Testing and Design
PROJECT BUILDING: Pine Tree Elementary School
PROJECT ADDRESS: 156 Pine Tree Road
Monroe, NY 10950

TURN-AROUND TIME: 5-DAY

| Sample # | HM # | Floor | Space Name/ID # | Location | Material | Results |
|---|---|---|---|---|---|---|
| 6371-PT-45 | 14 | Main Level | Main Entry | Hallway, Wall, Above Suspended Ceiling | CMU | |
| 6371-PT-46 | 15 | Roof | Roof A | Roof A to Roof F Building, Façade, On Brick | Mortar | |
| 6371-PT-47 | 15 | Roof | Roof A | Roof A to Roof E Building, Façade, On Brick | Mortar | |
| 6371-PT-48 | 16 | Roof | Roof A | Roof A to Roof F Building, Façade | Brick | |
| 6371-PT-49 | 16 | Roof | Roof A | Roof A to Roof E Building, Façade | Brick | |
| 6371-PT-50 | 17 | Exterior | Front Door 2 | Entry, Façade, On Brick | Mortar | |
| 6371-PT-51 | 17 | Exterior | Near Door 9 | Façade, On Brick | Mortar | |
| 6371-PT-52 | 18 | Exterior | Front Door 2 | Entry, Façade | Brick | |
| 6371-PT-53 | 18 | Exterior | Near Door 9 | Façade | Brick | |
| 6371-PT-54 3048652 | | Lower Level | Room 101 | Floor, 12"x12" Floor Tile | Mastic | |
| 6371-PT-55 3048653 | | Lower Level | Room 100 | Floor, 12"x12" Floor Tile | Mastic | |
| 6371-PT-56 3048654 | | Lower Level | Room 101 | Floor, 12"x12" Beige | Floor Tile | |
| 6371-PT-57 3048655 | | Lower Level | Room 100 | Floor, 12"x12" Beige | Floor Tile | |
| 6371-PT-58 3048656 | | Lower Level | Room 103 | 2nd Layer, On 9"x9" | Vapor Barrier | |
| 6371-PT-59 3048657 | | Lower Level | Room 104 | 2nd Layer, On 9"x9" | Vapor Barrier | |

Comments:

SUBMITTED BY: Dalton Stamper DATE: 11-14-24

RECEIVED BY: [signature] NOV 14 '24 DATE 12:15

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

CLIENT: Clark Patterson Lee
ADDRESS: 26 IBM Road
Poughkeepsie, NY 12601
CONTACT: Lauren Tarsio

PROJECT # : 24-6371
SAMPLED BY: D. Stamper, S. Talsma, T. McAfee, J. Lopez
DATE SAMPLED: 15-Feb-24
STATE SAMPLED IN: New York
ANALYSIS METHOD: PLM, NOB-PLM, QTEM

PROJECT NAME: Pre-Construction Environmental Testing and Design
PROJECT BUILDING: Pine Tree Elementary School
PROJECT ADDRESS: 156 Pine Tree Road
Monroe, NY 10950

TURN-AROUND TIME: 5-DAY

| Sample # | HMI # | Floor | Space Name/ID # | Location | Material | Results |
|---|---|---|---|---|---|---|
| 6371-PT-60 | 3048658 | Lower Level | Room 103 | Floor, Bottom Layer, On Slab, 9"x9" | Floor Tile | |
| 6371-PT-61 | 3048659 | Lower Level | Room 104 | Floor, Bottom Layer, On Slab, 9"x9" | Floor Tile | |
| 6371-PT-62 | 3048660 | Lower Level | Room 198 | Floor, 12"x12", Grey | Floor Tile | |
| 6371-PT-63 | 3048661 | Main Level | Room 204 | Floor, 12"x12", Grey | Floor Tile | |
| 6371-PT-64 | 3048662 | Lower Level | Room 104 | Floor, Black 12"x12" | Floor Tile | |
| 6371-PT-65 | 3048663 | Lower Level | Room 105 | Floor, Black 12"x12" | Floor Tile | |
| 6371-PT-66 | 3048664 | Lower Level | General Store | Room 99, Floor Around CV, 9"x9" Blue | Floor Tile | |
| 6371-PT-67 | 3048665 | Lower Level | General Store | Room 99, Floor Around CV, 9"x9" Blue | Floor Tile | |
| 6371-PT-68 | 3048666 | Lower Level | Boiler Room | Corner of Room, On Pressurized Pipe, Red | Gasket | |
| 6371-PT-69 | 3048667 | Lower Level | Boiler Room | On Pipe, Red | Gasket | |
| 6371-PT-70 | 3048668 | Exterior | Front Cafeteria | Wall, Window, Frame, Metal to Brick and Mortar | Caulk | |
| 6371-PT-71 | 3048669 | Exterior | Front Cafeteria | Wall, Window, Frame, Metal to Brick and Mortar | Caulk | |
| 6371-PT-72 | 3048670 | Exterior | Air Handling Room | Louvre, Metal to Brick and Mortar | Caulk | |
| 6371-PT-73 | 3048671 | Exterior | Air Handling Room | Louvre, Metal to Brick and Mortar | Caulk | |
| 6371-PT-74 | 3048672 | Exterior | Air Handling Room | Louvre, Metal to Brick and Mortar | Caulk | |
| 6371-PT-75 | 3048673 | Exterior | South West Side | Window, Frame, Metal to Brick and Mortar | Caulk | |

Comments:

SUBMITTED BY: Dillon Stamper DATE: 11-14-24

RECEIVED BY: [signature] NOV 14 '24 22:15 DATE:

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

CLIENT: Clark Patterson Lee
ADDRESS: 26 IBM Road
Poughkeepsie, NY 12601
CONTACT: Lauren Tarsio

PROJECT #: 24-6371
SAMPLED BY: D. Stamper, S. Talsma, T. McAfee, J. Lopez
DATE SAMPLED: 15-Feb-24
STATE SAMPLED IN: New York
ANALYSIS METHOD: PLM, NOB-PLM, QTEM

PROJECT NAME: Pre-Construction Environmental Testing and Design
PROJECT BUILDING: Pine Tree Elementary School
PROJECT ADDRESS: 156 Pine Tree Road
Monroe, NY 10950

TURN-AROUND TIME: 5-DAY

| Sample # | HM # | Floor | Space Name/ID # | Location | Material | Results |
|---|---|---|---|---|---|---|
| 6371-PT-76 | 30 | Roof | Roof C | Field, Deck | Tectum | |
| 6371-PT-77 | 30 | Roof | Roof A | Field, Deck | Tectum | |
| 6371-PT-78 | 31 | Roof | Roof A | Field, 2nd Layer, On Tectum Deck | Perlite | |
| 6371-PT-79 | 31 | Roof | Roof C | Field, 2nd Layer, On Tectum Deck | Perlite | |
| 6371-PT-80 | 3048674 | Roof | Roof B | Field/Perimeter, Bottom Layer, On Tectum | Built Up Roof | |
| 6371-PT-81 | 3048675 | Roof | Roof F | Field/Perimeter, Bottom Layer, On Tectum | Built Up Roof | |
| 6371-PT-82 | 3048676 | Roof | Roof F | Field/Perimeter, On Built Up Roof | ISO Foam | |
| 6371-PT-83 | 3048677 | Roof | Roof B | Field/Perimeter, On Built Up Roof | ISO Foam | |
| 6371-PT-84 | 34 | Roof | Roof B | 2nd Layer, On ISO Foam | Perlite | |
| 6371-PT-85 | 34 | Roof | Roof F | 2nd Layer, On ISO Foam | Perlite | |
| 6371-PT-86 | 3048678 | Roof | Roof C | Field, Top Layer, On Perlite | Built Up Roof | |
| 6371-PT-87 | 3048679 | Roof | Roof A | Field, Top Layer, On Perlite | Built Up Roof | |
| 6371-PT-88 | 3048680 | Roof | Roof B | Field/Perimeter, Top Layer, On Perlite | Built Up Roof | |
| 6371-PT-89 | 3048681 | Roof | Roof F | Field/Perimeter, Top Layer, On Perlite | Built Up Roof | |
| 6371-PT-90 | 3048682 | Roof | Roof B | Vent Pipe, Pitch Pocket | Tar | |

Comments:

SUBMITTED BY: Dillon Stamper
RECEIVED BY:

NOV 14 '24 2015

DATE: 11-14-24
DATE:

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

CLIENT: Clark Patterson Lee
ADDRESS: 26 IBM Road
Poughkeepsie, NY 12601
CONTACT: Lauren Tarsio

PROJECT # : 24-6371
SAMPLED BY: D. Stamper, S. Talsma, T. McAfee, J. Lopez
DATE SAMPLED: 15-Feb-24
STATE SAMPLED IN: New York
ANALYSIS METHOD: PLM, NOB-PLM, QTEM

PROJECT NAME: Pre-Construction Environmental Testing and Design
PROJECT BUILDING: Pine Tree Elementary School
PROJECT ADDRESS: 156 Pine Tree Road
Monroe, NY 10950

TURN-AROUND TIME: 5-DAY

| | Sample # | HMA # | Floor | Sample Name/ID # | Location | Material | Results |
|---|---|---|---|---|---|---|---|
| 1 | 6371-PT-91 | 3048683 | Roof | Roof F | Vent Pipe, Pitch Pocket | Tar | |
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Comments:

SUBMITTED BY: Dillon Stamper

RECEIVED BY:

DATE: 11-14-24

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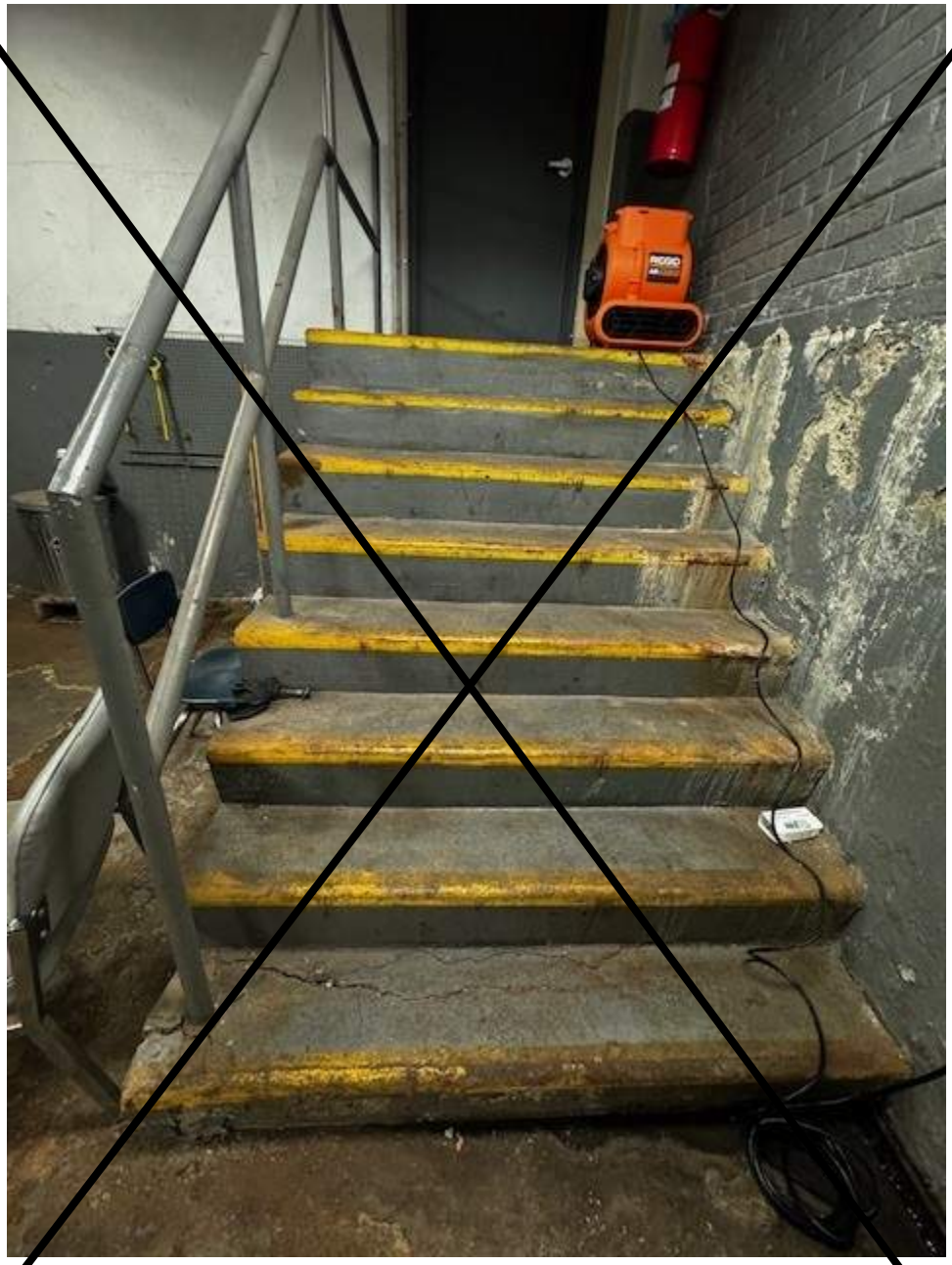
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# Appendix C:

# LEAD BASED XRF ANALYTICAL DATA & PHOTOS

# QuES&T

Quality Environmental Solutions & Technologies, Inc.



***Above: Pine Tree Elementary School, Boiler Room Stairs, Yellow Lead Paint.***

1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251

NYS MWBD MBE Cert # 49952-2006 NYSUCP DBE Certified NJUCP DBE Certified www.Qualityenv.com

# Appendix D:

# PERSONNEL LICENSES & CERTIFICATIONS

**NEW YORK STATE DEPARTMENT OF HEALTH**
**WADSWORTH CENTER**

Expires 12:01 AM April 01, 2025
Issued April 01, 2024

## CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

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

*MR. PAUL STASCAVAGE*
*EAS INC - EASTERN ANALYTICAL SERVICES INC*
*4 WESTCHESTER PLAZA*
*ELMSFORD, NY 105231610*

*NY Lab Id No: 10851*

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

**Miscellaneous**

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

**Sample Preparation Methods**

| | |
|---|---|
| | EPA 3050B |

Serial No.: 68589

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

# NEW YORK STATE

## MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")

## CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

## Minority Business Enterprise (MBE)

pursuant to New York State Executive Law, Article 15-A to:

## Quality Environmental Solutions & Technologies Inc. DBA QuEST

**Certification Awarded on:** May 13, 2024
**Expiration Date:** May 13, 2029
**File ID#:** 49952

NEW YORK STATE OF OPPORTUNITY. Division of Minority and Women's Business Development

A Division of Empire State Development

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

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

# ASBESTOS HANDLING LICENSE

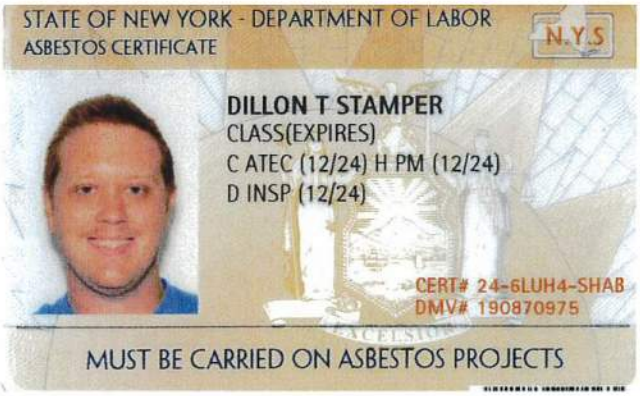
Quality Environmental Solutions & Technologies, Inc.
1376 Route 9, Wappinger Falls, NY, 12590

License Number: 29085
License Class: RESTRICTED
Date of Issue: 12/29/2023
Expiration Date: 01/31/2025
Duly Authorized Representative: Lawrence J Holzapfel

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

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

Amy Phillips, Director
For the Commissioner of Labor




01213 0071118293 56

IF FOUND, RETURN TO:

NYSDOL - L&C UNIT

ROOM 161A BUILDING 12

STATE OFFICE CAMPUS

ALBANY NY 12226

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S



**SHANNON D TALSMA**
CLASS(EXPIRES)
C ATEC (10/25) D INSP (10/25)
H PM (10/25)

CERT# 24-61PEC-SHAB
DMV# 963348232

MUST BE CARRIED ON ASBESTOS PROJECTS

01213 007310343 42

IF FOUND, RETURN TO:
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ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12226

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S



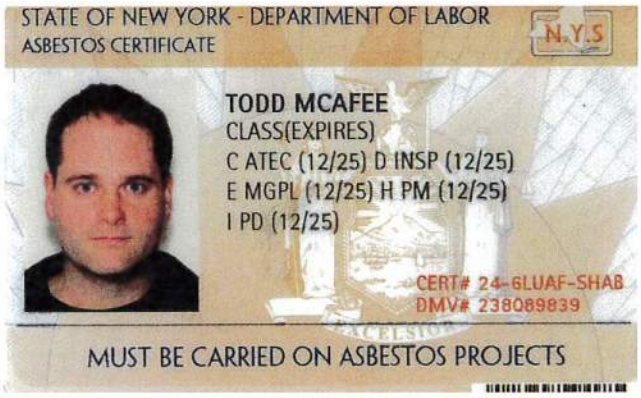
**JESSICA E LOPEZ**
CLASS(EXPIRES)
D INSP (06/25) C ATEC (06/25)
H PM (06/25)

CERT# 24-6AJ9Y-SHAB
DMV# 262028351

MUST BE CARRIED ON ASBESTOS PROJECTS

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ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12226




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NYSDOL - L&C UNIT

ROOM 161A BUILDING 12

STATE OFFICE CAMPUS

ALBANY NY 12226

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# QuES&T

Quality Environmental Solutions & Technologies, Inc.

# PRE-CONSTRUCTION SURVEY REPORT
## FOR
## ASBESTOS-CONTAINING MATERIALS (ACM)
## &
## LEAD-BASED PAINTS (LBP)

**Prepared for:**

**CLARK PATTERSON LEE**
**26 IBM Road**
**Poughkeepsie, NY 12601**

**at**

**MONROE-WOODBURY CSD – 2023 BOND PHASE 3**
**278 Route 32**
**Central Valley, NY 10917**

**September 4, 2025**
**Revised – October 21, 2026**

**QuES&T Project #256818**

# QuES&T

Quality Environmental Solutions & Technologies, Inc.

Clark Patterson Lee
26 IBM Road
Poughkeepsie, NY 12601

**ATTN: Lauren Tarsio**

Via E-mail: ltarsio@cplteam.com

Re: Monroe-Woodbury CSD – 2023 Bond Project – Phase 3
Multiple Building Renovations
Pre-Construction Asbestos and Lead
QuES&T Project #256818

Dear Mrs. Tarsio,

Attached is the Pre-Construction Inspection Report for Asbestos-containing Materials (ACM) and Lead-Based Paints (LBP)identified throughout areas included within the above-referenced location(s) by **Qu**ality **E**nvironmental **S**olutions **&** **T**echnologies, Inc. **(QuES&T)**. The inspection included visual assessment of the location in question, and representative sampling, as required, in compliance with the requirements of all applicable federal, state, and local regulations.

The attached report summarizes the inspection protocol and inspection results for your review. **QuES&T** believes this report accurately reflects the material condition existing in the functional spaces at the time of our inspection.

Should you wish to discuss this matter further or require additional information concerning this submittal, please contact us at (845) 298-6031. **QuES&T** appreciates the opportunity to assist Clark Patterson Lee in the environmental services area.

Sincerely,

***Todd McAfee***
Project Manager
NYS/AHERA Inspector/Project Monitor
Cert. #AH 24-6LUAF-SHAB

# QuES&T

Quality Environmental Solutions & Technologies, Inc.

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## EXECUTIVE SUMMARY

**Q**uality **E**nvironmental **S**olutions & **T**echnologies, Inc. (**QuES&T**) was retained by Clark Patterson Lee to conduct a Pre-Construction Survey for the presence of Asbestos-containing Materials (ACM) and Lead-based Paints (LBP), in support of the Monroe-Woodbury Central School District's Construction Project, located at multiple buildings throughout the Monroe-Woodbury Central School District, in relation to the 2023 Bond Project – Phase 3 scope of work. As described in drawings proved by Clark Patterson Lee.

The survey included a visual inspection/assessment for suspect hazardous material(s), as detailed above, which are likely to be affected by planned demolition/renovations/construction activities. Inspection and sampling were limited to areas/materials slated for demolition/renovation/construction.

The survey was conducted by **QuES&T** personnel on June 24th and 25th, 2025. Additional sampling was conducted on August 4th, 2026. Asbestos & Lead inspections and/or sampling were conducted by NYSDOL Asbestos Inspector(s) Todd McAfee (Cert. #AH 24-6LUAF-SHAB).

## ASBESTOS

Laboratory analysis and/or existing sampling data indicated the following materials as Asbestos-containing Materials (greater than 1% asbestos) **(Refer to Table I & Appendix A for details and locations)**

**Monroe-Woodbury High School**

- No Asbestos-containing Materials identified

**North Main Elementary School**

- Pipe Insulation and Mudded Joint Packing throughout multiple areas
- 2nd Floor, C Wing, Two Rooms, Ceiling Tile Glue Dabs
- Exterior A/B Wings, Soffits, Transite Panels

**Monroe-Woodbury Middle School**

- Presumed Asbestos-containing Roofing
- Room 140, Office, Floor, On Slab, 9" x 9", Floor Tile and Mastic
- Room 200, Floor, Bottom Layer, 9" x 9", Floor Tile and Mastic
- Room 200, Lab Hoods, Transite Paneling
- Rooms 236 and 237, Windowsills, Cast Stone / Transite Sills

## LEAD

Based on review of the data generated by the Viken Pb200e Serial #3553, the following surfaces within the scope of work were identified as lead based as defined by HUD/EPA (equal to or in excess of 1.0 milligram per square centimeter) (**Refer to Table II & Appendix C for details**):

- **No Lead-based paint identified in relation to scope**

It should be noted that several components tested did in fact contain minimal lead-levels below the EPA threshold level of 1.0 mg/sq. cm for classification as Lead-Based Paint (LBP) and are considered lead-containing coatings by the OSHA Regulation, "Lead Exposure in Construction" (29 CFR 1926.62). OSHA does not recognize a minimum limit for lead concentrations in paint for the purposes of disturbance. Monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure. Items containing any amount of lead concentration are considered lead-containing coatings per 29 CFR 1926.62, OSHA Lead Exposure in Construction.

## 1.0 INTRODUCTION:

**Qu**ality **E**nvironmental **S**olutions **& T**echnologies, Inc. **(QuES&T)** performed a Pre-Construction Survey for the presence of Asbestos-containing Materials (ACM), Lead-based Paint (LBP), and Polychlorinated Biphenyls (PCB), in conformance with the requirements of all applicable federal, state, and local regulations. The survey included a visual inspection/assessment, and representative sampling of suspect hazardous materials, as required, throughout accessible interior and exterior locations to be affected by future construction projects.

Certified **QuES&T** personnel, Todd McAfee, conducted field inspection(s) on June 24th and 25th, 2025. The inspection scope was established based on review of work scope drawings.

**QuES&T** established functional spaces based either on physical barriers (i.e., walls, doors, etc.) or homogeneity of material. Within each functional space identified, a visual inspection was performed using reasonable care and judgment, to identify and assess location, quantity, friability, and/or condition, as applicable, of all accessible installed building materials observed at the affected portion of the building/structure.

Limited localized demolition of building surfaces was performed, as part of this survey, to access concealed surfaces. No disassembly of installed equipment was conducted as part of this inspection. ACM and/or LBP, PCB, concealed within structural components and equipment interiors or that is accessible only through extensive mechanical or structural demolition may not have been identified as part of this survey.

Homogenous material types were established based on appearance, color, and texture. The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. The findings and conclusions of this report are not meant to be indicative of future conditions at the site and does not warrant against conditions that were not evident from visual observations or historical information obtained from others.

## 2.0 ASBESTOS SURVEY:

### 2.1 INSPECTION SUMMARY

**QuES&T** performed a Pre-Construction Survey, in conformance with Title 12 NYCRR Part 56-5.1, for Clark Patterson Lee in support of the Monroe-Woodbury Central School District's construction project located at multiple buildings throughout the Monroe-Woodbury Central School District. The survey included a visual inspection / assessment for Presumed Asbestos-containing Materials (PACM) and suspect miscellaneous Asbestos-containing Materials (ACM) throughout accessible interior and exterior locations to be affected by future renovations, as detailed above.

Limited localized demolition of building surfaces was performed, as part of this survey, to access concealed surfaces. No disassembly of installed equipment was conducted as part of this inspection. ACM concealed within structural components and equipment interiors or that is accessible only through extensive mechanical or structural demolition may not have been identified as part of this survey. When any construction activity, such as demolition, remodeling, renovation, or repair work, reveals PACM or suspect miscellaneous ACM that has not been identified, as part of this survey, all construction activities shall cease in the affected area.

The survey included both visual inspection of accessible spaces and representative sampling of suspect building materials for ACM. Samples collected were analyzed by a laboratory approved under the New York State Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP). Samples were analyzed in the laboratory by Polarized Light Microscopy (PLM), Polarized Light Microscopy-NOB (PLM-NOB) and/or Quantitative Transmission Electron Microscopy (QTEM), as required. Sample collection and laboratory analysis were conducted in compliance with the requirements of Title 12 NYCRR Part 56-5.1, 29 CFR 1926.1101 and standard EPA & OSHA accepted methods. Samples consisting of multiple layers were separated and analyzed independently in the laboratory.

## 2.2 SAMPLE COLLECTION & ANALYTIAL PROCEDURES

Representative bulk sampling was performed on suspect building materials for laboratory analysis using PLM, PLM-NOB, and/or QTEM. The following is a summary of installed building materials sampled:

- Wall Materials – Sheetrock, Joint Compound, Cement Block and Mortar (multiple types), Cove Base Molding and Adhesive, Plaster
- Ceiling Materials – Suspended Ceiling Tiles (multiple types), Sheetrock, Joint Compound, Plaster.
- Flooring Materials – Fiberboard, Floor Tiles and Mastic (multiple types),
- Thermal System Insulation Materials (TSI) – Fiberglass Insulation (multiple), Breeching Insulation, Boiler Jacket Insulation, Boiler Door Insulation, Corrugated Pipe Insulation, Mudded Joint Packing
- Roofing Materials – Asphalt/Tar Roofing (North Main ES shed)
- Miscellaneous Materials – Cementitious Panels (transite), Cementitious Countertops, Cast Stone Windowsills, Anti-Sweat Tar (sinks), Cement Packing, Rope/felt Gasket (multiple types),

Certified **QuES&T** personnel (Appendix C), Todd McAfee (Cert. #AH 24-6LUAF-SHAB) performed visual assessments throughout interior and exterior construction areas. A total of one hundred **(100)** samples/layers of installed and accessible suspect building materials were analyzed by a laboratory approved under the NYSDOH ELAP. Sixty-seven **(67)** samples/layers were analyzed using Polarized Light Microscopy (PLM) for friable materials; thirty-three **(33)** samples/layers were analyzed using Polarized Light Microscopy (PLM-NOB) for non-friable organically bound materials; and twenty-nine **(29)** samples/layers were analyzed by Confirmatory-QTEM following negative-determinations using PLM-NOB protocols.

## 2.3 IDENTIFIED ASBESTOS-CONTAINING MATERIALS (ACM)

**TABLE I: IDENTIFIED ACM**
**MONROE-WOODBURD CSD – 2023 BOND PROJECT – PHASE 3**
**(Refer to Appendix A for details)**

KEY: **ACM** = Materials containing greater than 1% of asbestos;
**LF** = Linear Feet; **SF** = Square Feet; **PACM** = Presumed Asbestos-containing Materials;
**Friable** = ACM capable of being released into air, and which can be crumbled, pulverized, powdered, crushed, or exposed by hand-pressure.

| Location | Material | Approximate Quantity | Friable? | Condition |
|---|---|---|---|---|
| **Monroe-Woodbury High School – 155 Dunderberg Rd, Central Valley, NY 10917** | | | | |
| No asbestos-containing materials identified upon PLM, PLM-NOB and/or QTEM analysis of samples submitted to a NYS ELAP-approved laboratory in relation to the scope of work. | | | | |
| **Monroe-Woodbury Middle School – 199 Dunderberg Rd, Central Valley, NY 10917** | | | | |
| 1st Floor, Room 140, Office Room, Floor, on Concrete Slab | 9"x9" Floor Tile & Mastic | 75 SF | No | Good |
| 2nd Floor, Classroom 200, Floor, Bottom Layer, on Concrete Slab, Throughout | 9"x9" Floor Tile & Mastic | 1200 SF | No | Good |
| 2nd Floor, Classroom 200, Lab Hoods, Side and Rear Panels | Transite Panels | 200 SF | No[1] | Good |
| 2nd Floor, Classrooms 236 and 237, below Windows | Cast Stone / Transite Windowsills | 40 SF (20 SF/Room) | No[1] | Good |
| Note: 1) Transite is considered a Class 2 non-friable only in an intact state and when removed whole. Transite materials can be rendered friable during disturbance and/or removal if broken. | | | | |
| **North Main Elementary School – 212 North Main Street, Monroe, NY 10950** | | | | |
| Basement, Throughout, on Metal Piping and Associated Fittings | Corrugated Pipe Insulation and Mudded Joint Packing | 600 LF (See Below) | Yes | Good |
| 2nd Floor, Room 301 and Storage Closet in Stairwell S-2, on non-ACM Plaster Ceiling | Non-ACM 1'x1' Ceiling Tiles with ACM Glue Dabs | 200 SF | No | Damaged |
| Exterior, A and B Wings, below Roof Fascia, Soffit Overhang | Transite Soffit Panels | 2,500 SF | No[1] | Good |
| Note: 1) Transite is considered a Class 2 non-friable only in an intact state and when removed whole. Transite materials can be rendered friable during disturbance and/or removal if broken. | | | | |
| Rooms G-1 through G3 – 300 LF Total<br>Boiler Room (G-4) – No ACM Pipe Insulation (all newer Fiberglass)<br>Crawlspace under Cafeteria – 300 LF (inaccessible, total quantity assumed)<br>Crawlspace/Storage Area below Classrooms 201-205 – No ACM Pipe Insulation (all newer Fiberglass) | | | | |
| 1st Floor, Throughout, on Metal Piping and Associated Fittings | Corrugated Pipe Insulation and Mudded Joint Packing | 500 LF (See Below) | Yes | Good |
| Building Sections "A" and "B" (Rooms 100 – 130) – 400 LF<br>Kitchen and Associated Hallway – 100 LF<br>Classrooms 200-211 and Associated Hallway – No ACM Pipe Insulation observed – concealed TSI may exist in non-ACM plaster walls and ceilings | | | | |
| Note: No Suspect Pipe Insulation observed in the 2nd Floor 300-311 Classroom, but concealed TSI may exist in non-ACM plaster walls and ceilings | | | | |

## 3.0 LEAD SURVEY:

### 3.1 INSPECTION SUMMARY

**QuES&T** conducted a Pre-Construction Lead Survey, utilizing X-Ray Fluorescence Technology (XRF), throughout specific interior and exterior areas of multiple buildings within the Monroe-Woodbury Central School District. The survey was limited to specific accessible, representative building components & immovable objects, potentially affected by scheduled renovation/construction activities.

XRF Technician(s) Jessica E. Lopez of **QuES&T**, collected a total of seventy-nine **(79)** samples (including calibrations) on November 5th, 6th & 7th, 2024.

### 3.2 IDENTIFIED LEAD-BASED PAINT(S) (LBP)

Based on review of the data generated by the Viken Pb200e Serial #3553, the following surfaces tested were identified as lead based as defined by HUD/EPA (equal to or in excess of 1.0 milligram per square centimeter):

**TABLE II: IDENTIFIED LEAD-BASED PAINT**
**MONROE-WOODBURY CSD**
**Multiple Buildings throughout School District**
**(CONSTRUCTION AREAS)**
**(Refer to Appendix C for details)**

| Location | LBP Component | Substrate | Color | LBP Condition | Approximate Quantity |
|---|---|---|---|---|---|
| **No Lead-based Paints Identified** | | | | | |

It should be noted that several components tested did in fact contain minimal lead-levels below the EPA threshold level of 1.0 mg/sq. cm for classification as Lead-Based Paint (LBP) and are considered lead-containing coatings by the OSHA Regulation, "Lead Exposure in Construction" (29 CFR 1926.62). OSHA does not recognize a minimum limit for lead concentrations in paint for the purposes of disturbance. Monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure. Items containing any amount of lead concentration are considered lead-containing coatings per 29 CFR 1926.62, OSHA Lead Exposure in Construction.

## 4.0 RECOMMENDATIONS:

### 4.1 ASBESTOS

All construction personnel as well as individuals who have access to locations where asbestos containing materials (ACM) exists should be informed of its presence and the proper work practices in these areas. Conspicuous labeling of all ACM is suggested to ensure personnel are adequately informed. Personnel should be informed not to rest, lean or store material or equipment on or near these surfaces and not to cut, saw, drill, sand or disturb ACM. All removal, disturbance, and repair of ACM should be performed in compliance with Title 12 NYCRR Part 56 by persons properly trained to handle ACM. Facility custodial and maintenance personnel should receive training commensurate with their work activities as defined in 29 CFR 1910.1001.

As specified in Title 12 NYCRR Part 56-5.1 (h) and (i), "If the building/structure asbestos survey finds that the portion of the building/structure to be demolished, renovated, remodeled, or have repair work contains ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material, which is impacted by the work, the owner or the owner's agent shall conduct, or cause to have conducted, asbestos removal performed by a licensed asbestos abatement contractor in conformance with all standards set forth in this Part. All ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material impacted by the demolition, renovation, remodeling, or repair project shall be removed as per this Part, prior to access or disturbance by other uncertified trades or personnel. No demolition, renovation, remodeling or repair work shall be commenced by any owner or the owner's agent prior to the completion of the asbestos abatement in accordance with the notification requirements of this Part…All building/structure owners and asbestos abatement contractors on a demolition, renovation, remodeling, or repair project, which includes work covered by this part, shall inform all trades on the work site about PACM, ACM, asbestos material and suspect miscellaneous ACM…Bids may be advertised and contracts awarded for demolition, remodeling, renovation, or repair work, but no work on the current intermediate portion of the project shall commence on the demolition, renovation, remodeling or repair work by any owner or agent prior to completion of all necessary asbestos abatement work for the current intermediate portion of the entire project, in conformance with all standards set forth in this Part."

Prior to conducting demolition or construction work at the building, all ACM affected/impacted by such activities shall be removed utilizing a licensed asbestos abatement contractor and NYSDOL/EPA/NYC certified personnel prior to construction/demolition activities. All work conducted should be in accordance with all legal requirements, including but not limited to U.S. Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) [40 CFR Part 61], New York State Industrial Code Rule 56 Asbestos Regulations (ICR 56) and Chapter 1 of Title 15 of the Rules of the City of New York Regulations, as applicable. Advance notification of the asbestos project to the USEPA, NYSDOL, and NYCDEP may be required.

All suspect building materials not sampled during this survey should be considered ACM until these materials are sampled and analyzed for ACM in the laboratory. Concealed ACM: In addition to the ACMs identified at the site, there is a possibility that concealed ACM may exist at the subject facility. As such, if any concealed suspect ACM is encountered during future construction related activities, the work should immediately stop. Prior to resuming the work, the suspect ACM should either be 1) Sampled by an appropriately certified asbestos professional and submitted to an Approved NYSDOH ELAP laboratory for asbestos analysis or 2) Presumed to be ACM (PACM) and removed by a licensed asbestos abatement contractor for disposal in accordance with all applicable regulations.

### 5.2 LEAD

In addition to any identified Lead-based Paints (LBP), several components tested did in fact contain minimal lead-levels below the EPA threshold level of 1.0 mg/sq. cm for classification as LBP and are considered lead-containing coatings by the OSHA Regulation, "Lead Exposure in Construction" (29 CFR 1926.62). OSHA does not recognize a minimum limit for lead concentrations in paint for the purposes of disturbance. Monitoring of workers performing demolition/cleaning/disturbance of painted surfaces shall be completed to document personnel occupational exposure. Items containing any amount of lead concentration are considered lead-containing coatings per 29 CFR 1926.62, OSHA Lead Exposure in Construction.

Activities involving the disturbance of LBP in homes, child-occupied facilities, and/or pre-schools built before 1978 must follow the requirements outlined by EPA regulations (40 CFR 745).

In areas where demolition and/or renovations are to occur and lead is present, the demolition debris waste stream should be further analyzed during segregation for compliance with EPA regulations to ensure proper disposal. TCLP testing can be performed prior to waste segregation, but results may not be indicative of the actual waste streams produced during demolition.

## 6.0 DISCLAIMERS

The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. Conditions may have changed since that time and the findings and conclusions of this report are not meant to be indicative of future conditions at the Site. This report does not warrant against conditions that were not evident from visual observations or historical information obtained, or conditions that could only be determined by physical sampling or other intrusive investigation techniques that are outside the proposed scope of work.

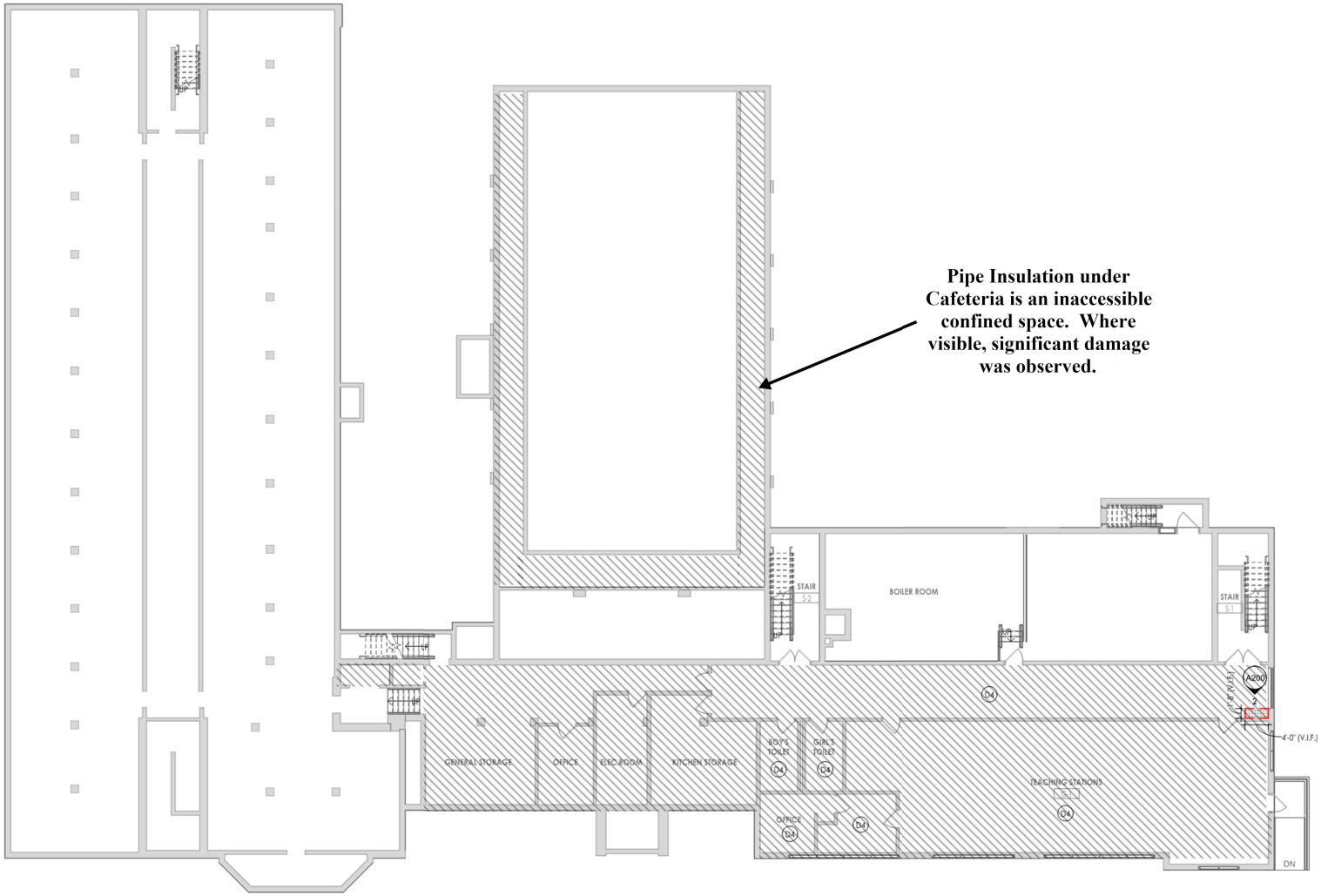
It should be noted that the information contained within this report is based solely upon site observations and the results of laboratory analysis for samples collected by **QuES&T.** These observations and results are time dependent, subject to changing site conditions and revisions to Federal, State and Local regulations. **QuES&T** warrants that these findings have been promulgated after being prepared in general accordance with generally accepted practices in the abatement industries. **QuES&T** also recognizes that inspection laboratory data is not usually sufficient to make all abatement and management decisions.

Due to the potential for concealed Asbestos-containing Materials (ACM) or other regulated materials, this report should not be construed to represent all ACM or regulated materials within the site(s). All quantities of ACM or other regulated materials identified, and all dimensions listed within this report are approximate and should be verified On-site.

This inspection report is not intended to be used as the sole basis for soliciting pricing for regulated materials abatement. An abatement plan, specification, drawing and/or Variances should be developed to identify scope, timing, phasing, and remediation means & methods for any asbestos project. The Linear and/or Square Footages (LF / SF) listed within this Report are only approximates. Abatement Contractor(s) are required to visit the building(s) in order to take actual field measurements within each listed location.

# Appendix A:

# ACM LOCATION DRAWINGS




| ACM LOCATION KEY | |
|---|---|
| | ACM Pipe Insulation and Mudded Joint Packing |

**Drawing Not to Scale**

This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

| **Date:** 10/3/2025 | **Version #** 1 |
|---|---|
| **Issued For:** Asbestos Survey | |
| **QuES&T Project #:** 256818 | |
| **Project Manager:** TM | **Prepared By:** TM |


QuES&T

Quality Environmental Solutions & Technologies, Inc.
1376 Route 9
Wappingers Falls, NY 12590
Phone: (845) 298- 6031
Fax: (845) 298-6251


CLIENT

**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

**North Main Elementary School**
212 North Main Street,
Monroe, NY 10950

**Basement Level**

NMES-01




| ACM LOCATION KEY | |
|---|---|
| NOTE | ACM Mudded Joint Packing observed on Metal Pipe Fittings Throughout |
| NOTE | ACM Transite Soffit Panels exist on Exterior Overhangs Throughout this Wing |

**Drawing Not to Scale**

This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

| **Date:** 10/21/2025 | **Version #** 1 |
|---|---|

**Issued For:**
Asbestos Survey

**QuES&T Project #:**
256818

| **Project Manager:** TM | **Prepared By:** TM |
|---|---|


QuES&T

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1376 Route 9
Wappingers Falls, NY 12590
Phone: (845) 298- 6031
Fax: (845) 298-6251


CLIENT

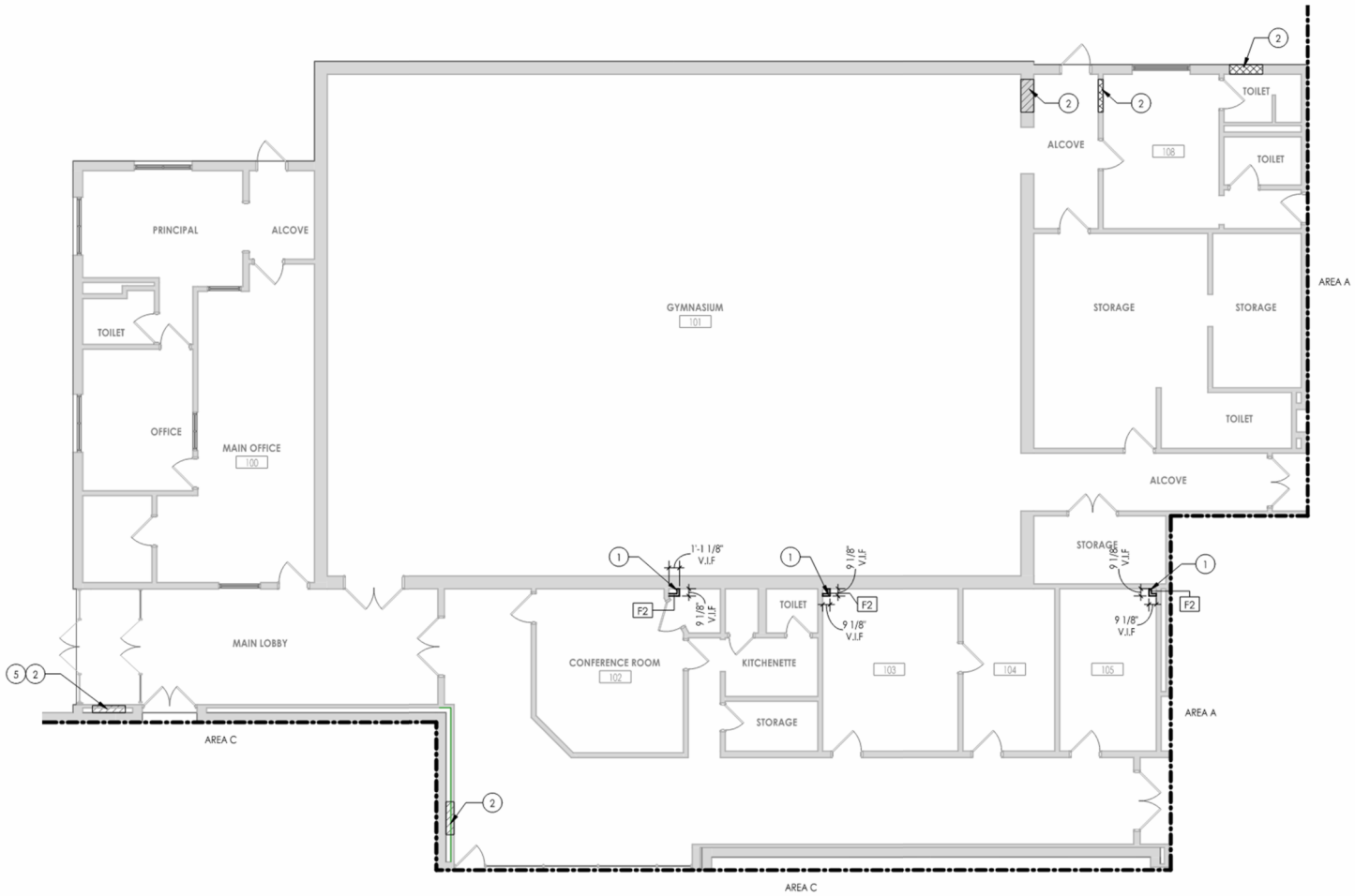
**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

**North Main Elementary School**
212 North Main Street,
Monroe, NY 10950

**First Floor - "A" Section**

NMES-02




| ACM LOCATION KEY | |
|---|---|
| NOTE | ACM Mudded Joint Packing observed on Metal Pipe Fittings Throughout |
| NOTE | ACM Transite Soffit Panels exist on Exterior Overhangs Throughout this Wing |

**Drawing Not to Scale**

This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

| Date: 10/3/2025 | Version # 1 |
|---|---|
| Issued For: Asbestos Survey | |
| QuES&T Project #: 256818 | |
| Project Manager: TM | Prepared By: TM |


QuES&T

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1376 Route 9
Wappingers Falls, NY 12590
Phone: (845) 298- 6031
Fax: (845) 298-6251


CLIENT

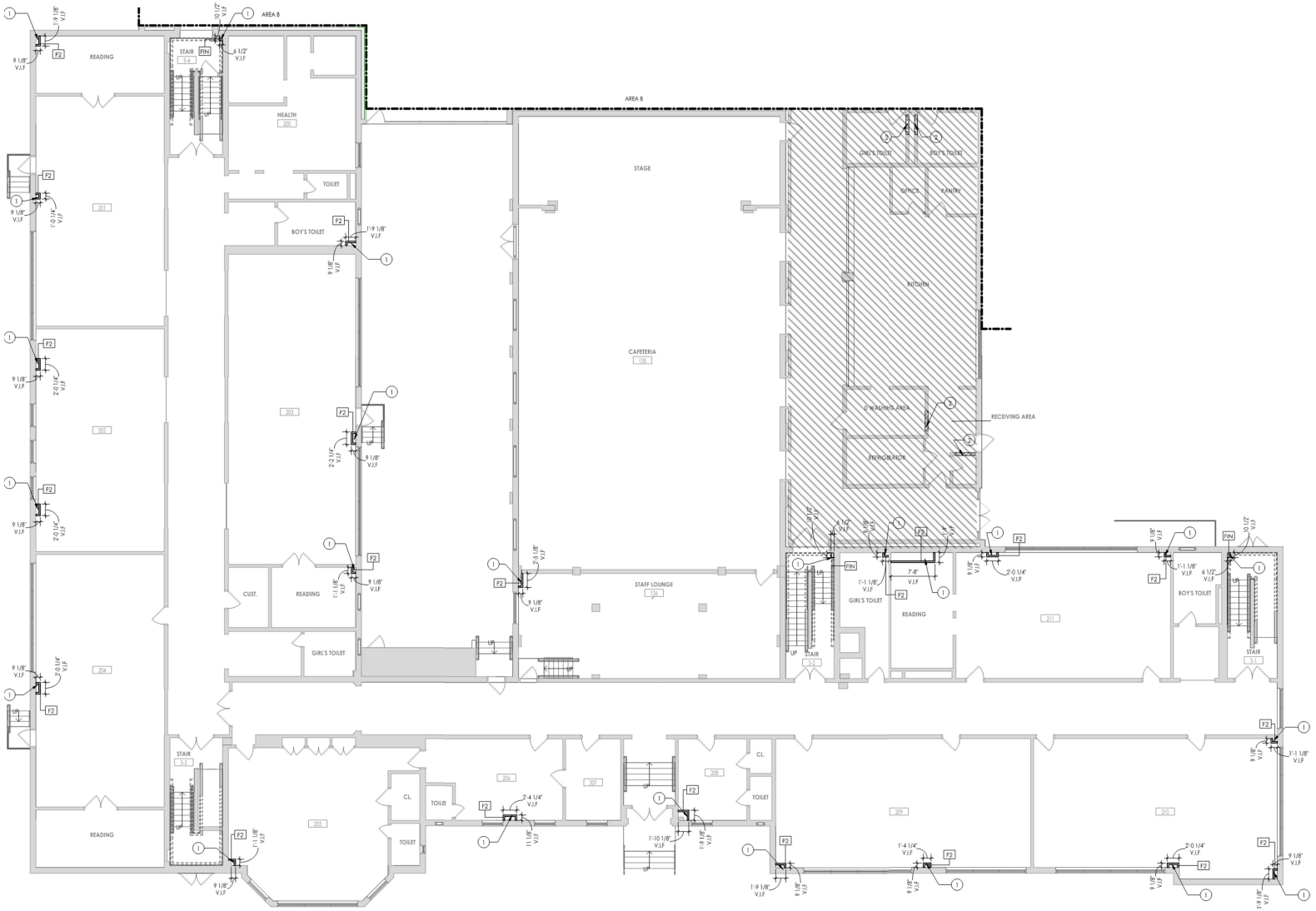
**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

**North Main Elementary School**
212 North Main Street,
Monroe, NY 10950

**First Floor - "B" Section**

NMES-03




| ACM LOCATION KEY | |
|---|---|
| | ACM Mudded Joint Packing on Metal Pipe Fittings |

**Drawing Not to Scale**

This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

| **Date:** 10/3/2025 | **Version #** 1 |
|---|---|
| **Issued For:** Asbestos Survey | |
| **QuES&T Project #:** 256818 | |
| **Project Manager:** TM | **Prepared By:** TM |


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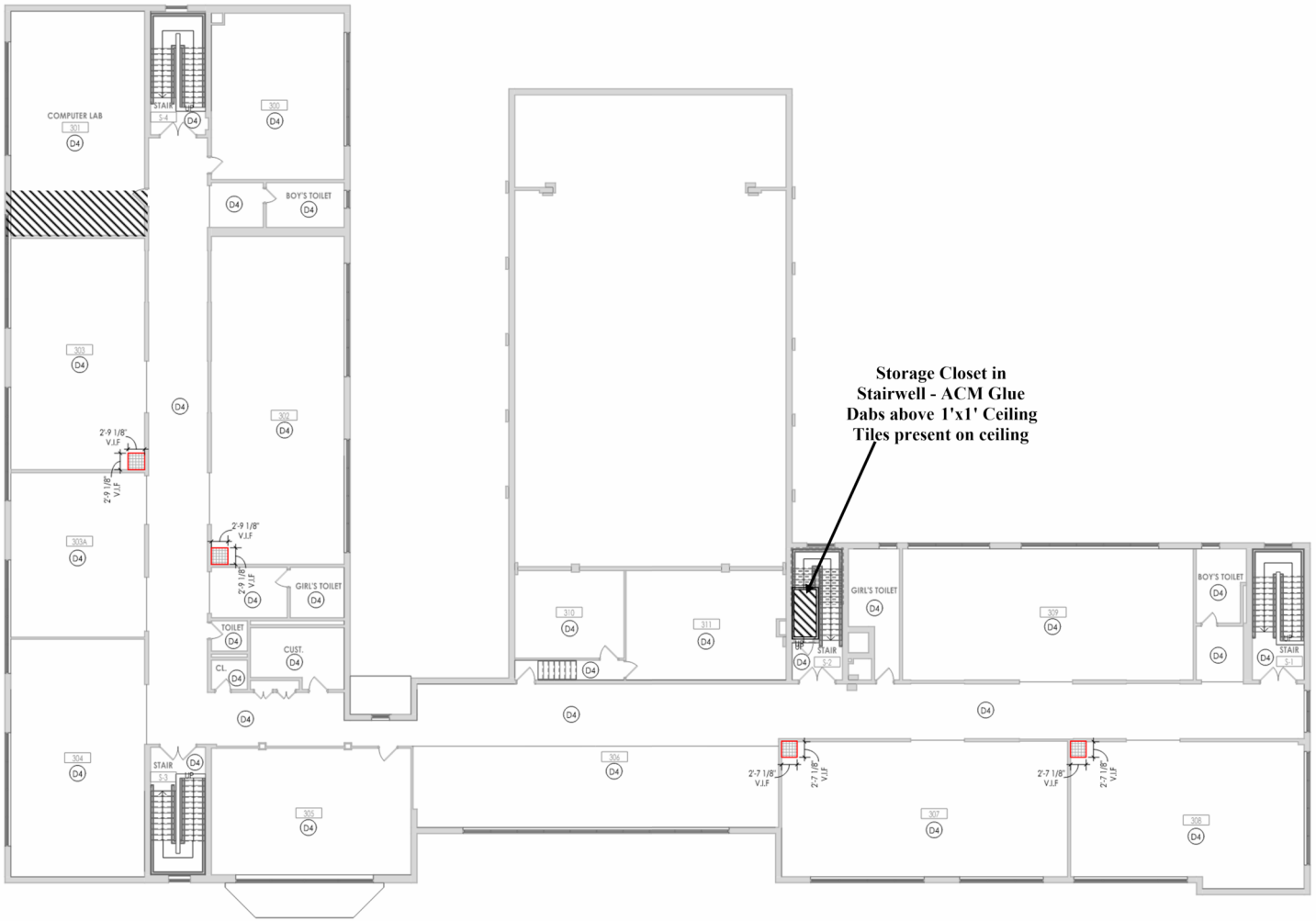
**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

**North Main Elementary School**
212 North Main Street,
Monroe, NY 10950

**First Floor - "C" Section**

NMES-04




| ACM LOCATION KEY | |
|---|---|
| | ACM Glue Dabs above non-ACM 1'x1' Ceiling Tiles on non-ACM Plaster |

**Drawing Not to Scale**

This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

| **Date:** 10/21/2026 | **Version #** 1 |
|---|---|
| **Issued For:** Asbestos Survey | |
| **QuES&T Project #:** 256818 | |
| **Project Manager:** TM | **Prepared By:** TM |


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Wappingers Falls, NY 12590
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Fax: (845) 298-6251


CLIENT

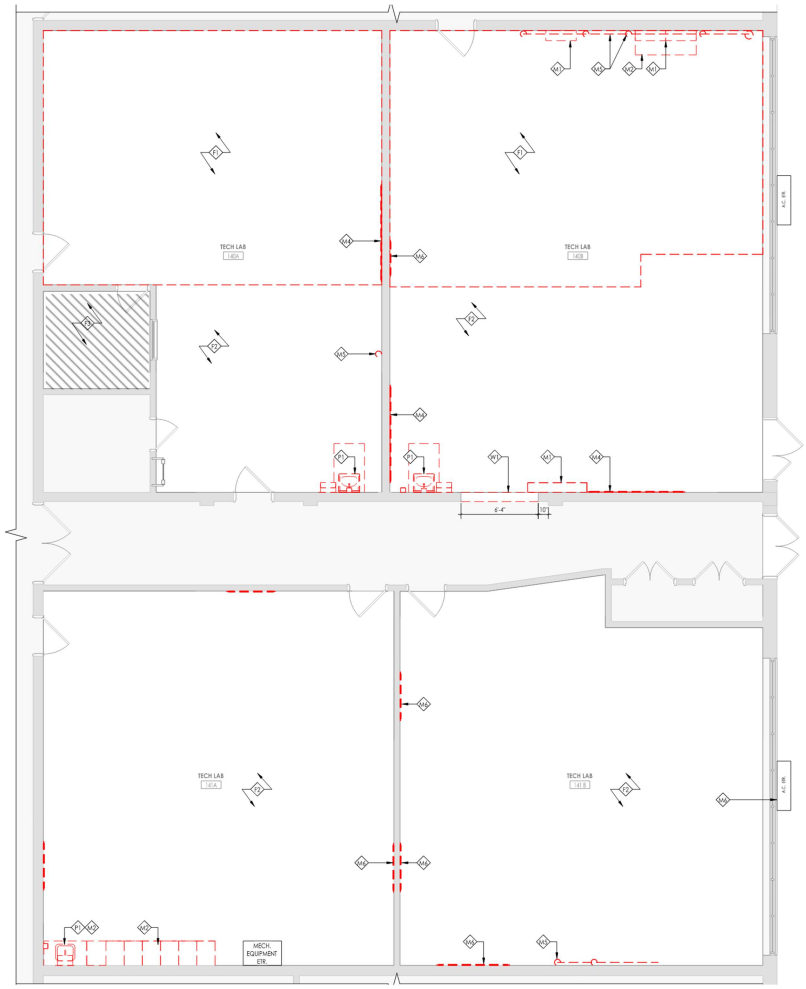
**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

**North Main Elementary School**
212 North Main Street,
Monroe, NY 10950

**Second Floor - "C" Section**

NMES-05




| ACM LOCATION KEY |
| --- |
| ACM 9"x 9" Floor Tile and Mastic |

**Drawing Not to Scale**
This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

| **Date:** 10/3/2025 | **Version #** 1 |
| --- | --- |
| **Issued For:** Asbestos Survey | |
| **QuES&T Project #:** 256818 | |
| **Project Manager:** TM | **Prepared By:** TM |

QuES&T

Quality Environmental
Solutions & Technologies, Inc.
1376 Route 9
Wappingers Falls, NY 12590
Phone: (845) 298- 6031
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CLIENT

**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

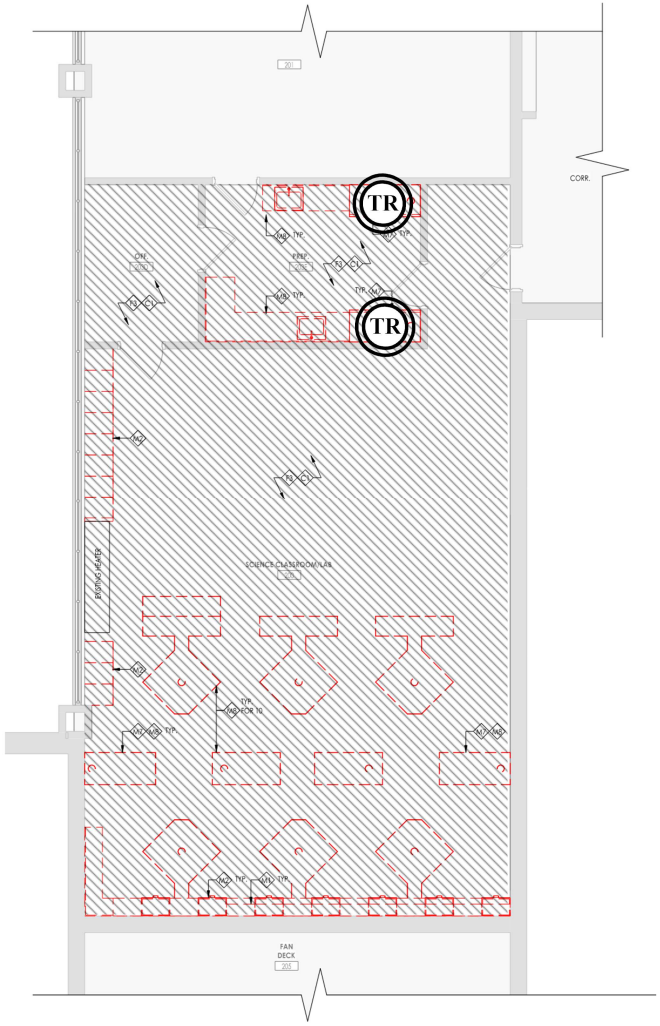
PROJECT LOCATION

**Monroe-Woodbury Middle School**
199 Dunderberg Road
Central Valley, NY 10917

**First Floor**

MS-01

Note:
Lab sinks and drains have not been tested for Mercury contamination. Sinks and drains should be considered to be contaminated until tested.




| ACM LOCATION KEY | |
|---|---|
| | ACM 9"x 9" Floor Tile and Mastic |
| TR | ACM Transite Lab Hood Panels |

**Drawing Not to Scale**
This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

| **Date:** 10/3/2025 | **Version #** 1 |
|---|---|
| **Issued For:** Asbestos Survey | |
| **QuES&T Project #:** 256818 | |
| **Project Manager:** TM | **Prepared By:** TM |

QuES&T
Quality Environmental Solutions & Technologies, Inc.
1376 Route 9
Wappingers Falls, NY 12590
Phone: (845) 298- 6031
Fax: (845) 298-6251

CLIENT

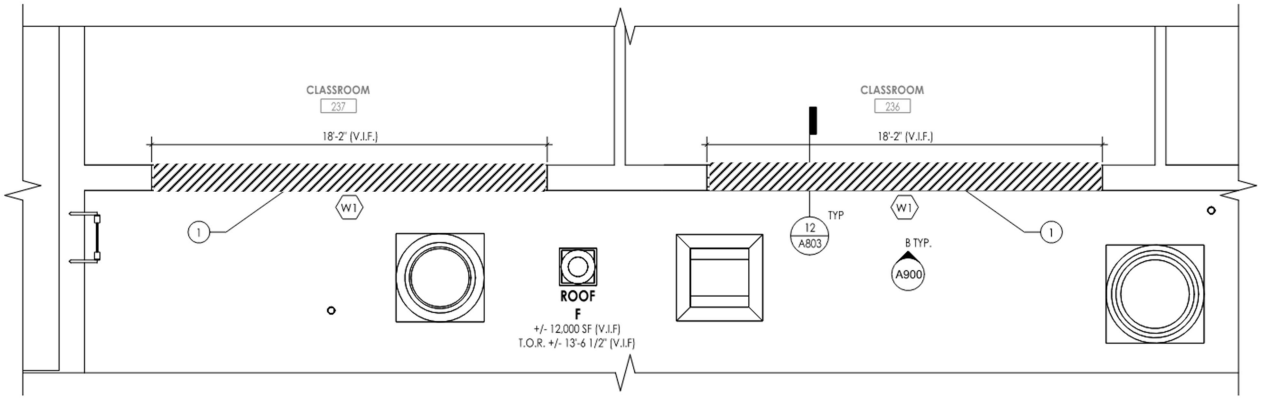
**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

**Monroe-Woodbury Middle School**
199 Dunderberg Road
Central Valley, NY 10917

**Second Floor - Room 200**

MS-02




| ACM LOCATION KEY | |
|---|---|
| | ACM Cast Stone Windowsill |

**Drawing Not to Scale**

This Drawing is not intended to be used as the sole basis for soliciting pricing for asbestos abatement. An abatement plan, specification, drawing and/or variances should be developed to identify scope, timing, phasing and remediation means & methods for any asbestos project.

| **Date:** 10/3/2025 | **Version #** 1 |
|---|---|
| **Issued For:** Asbestos Survey | |
| **QuES&T Project #:** 256818 | |
| **Project Manager: TM** | **Prepared By:** TM |


QuES&T

Quality Environmental
Solutions & Technologies, Inc.
1376 Route 9
Wappingers Falls, NY 12590
Phone: (845) 298- 6031
Fax: (845) 298-6251


CLIENT

**Clark Patterson Lee**
26 IBM Road
Poughkeepsie, NY 12601

PROJECT LOCATION

**Monroe-Woodbury Middle School**
199 Dunderberg Road
Central Valley, NY 10917

**Second Floor - Rooms 236/237**

MS-03

# Appendix B:

# ASBESTOS SAMPLE RESULTS

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW High School - 155 Dunderberg Road - Central Valley, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/24/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6818-MWHS-01 | 6818-MWHS-02 | 6818-MWHS-03 | 6818-MWHS-04 |
| Layer Number | | | | | |
| Lab ID Number | | 3093755 | 3093756 | 3093757 | 3093758 |
| Sample Location | | High School, Throughout Building, Walls/Ceilings | High School, Throughout Building, Walls/Ceilings | High School, Throughout Building, Walls/Ceilings, On Sheetrock | High School, Throughout Building, Walls/Ceilings, On Sheetrock |
| Sample Description | | Sheetrock | Sheetrock | Joint Compound | Joint Compound |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | Yes | Yes | No | No |
| | Homogenous | No | No | Yes | Yes |
| | Fibrous | Yes | Yes | No | No |
| | Color | Gray/Brown | Gray/Brown | White | White |
| Sample Treatment | | Homogenized | Homogenized | None | None |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | 5.0 | 5.0 | ND | ND |
| | % Cellulose | 20.0 | 15.0 | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 15.0 | 15.0 | 25.0 | 25.0 |
| | % Carbonates | 30.0 | 30.0 | 35.0 | 30.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 30.0 | 35.0 | 40.0 | 45.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW High School - 155 Dunderberg Road - Central Valley, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/24/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6818-MWHS-05 | 6818-MWHS-08 | 6818-MWHS-08 | 6818-MWHS-09 |
| Layer Number | | | 1 | 2 | 1 |
| Lab ID Number | | 3093759 | 3093760 | 3093760 | 3093761 |
| Sample Location | | High School, Throughout Building, Walls/Ceilings, On Sheetrock | High School, Throughout Walls | High School, Throughout Walls | High School, Throughout Walls |
| Sample Description | | Joint Compound | CMU & Mortar (CMU Layer) | CMU & Mortar (Mortar Layer) | CMU & Mortar (CMU Layer) |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | Yes | No | Yes |
| | Homogenous | Yes | No | Yes | No |
| | Fibrous | No | No | No | No |
| | Color | White | Gray/Black/White | Gray | Gray/Black/White |
| Sample Treatment | | None | Homogenized | None | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 30.0 | 25.0 | 25.0 | 25.0 |
| | % Carbonates | 35.0 | 25.0 | 30.0 | 30.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 35.0 | 50.0 | 45.0 | 45.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW High School - 155 Dunderberg Road - Central Valley, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/24/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6818-MWHS-09 | 6818-MWHS-10 | 6818-MWHS-10 | 6818-MWHS-11 |
|---|---|---|---|---|---|
| Layer Number | | 2 | 1 | 2 | 1 |
| Lab ID Number | | 3093761 | 3093762 | 3093762 | 3093763 |
| Sample Location | | High School, Throughout Walls | High School, Throughout Walls | High School, Throughout Walls | High School, Throughout Walls |
| Sample Description | | CMU & Mortar (Mortar Layer) | Textured CMU & Mortar (CMU Layer) | Textured CMU & Mortar (Mortar Layer) | Textured CMU & Mortar (CMU Layer) |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | No |
| | Fibrous | No | No | No | No |
| | Color | Gray | Tan | Gray | Tan |
| Sample Treatment | | None | None | None | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 30.0 | 35.0 | 35.0 | 35.0 |
| | % Carbonates | 25.0 | 20.0 | 20.0 | 25.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 45.0 | 45.0 | 45.0 | 40.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW High School - 155 Dunderberg Road - Central Valley, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/24/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | |
|---|---|---|
| Sample ID Number | | 6818-MWHS-11 |
| Layer Number | | 2 |
| Lab ID Number | | 3093763 |
| Sample Location | | High School, Throughout Walls |
| Sample Description | | Textured CMU & Mortar (Mortar Layer) |
| Method of Quantification | | Scanning Option |
| Appearance | Layered | No |
| | Homogenous | Yes |
| | Fibrous | No |
| | Color | Gray |
| Sample Treatment | | None |
| Asbestos Content | % Amosite | ND |
| | % Chrysotile | ND |
| | % Other | ND |
| | % Total Asbestos | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND |
| | % Cellulose | ND |
| | % Other | ND |
| | % Unidentified | ND |
| Non-Fibrous Materials Present | % Silicates | 35.0 |
| | % Carbonates | 20.0 |
| | % Other | ND |
| | % Unidentified | 45.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

| | | | |
|---|---|---|---|
| CLIENT: | Clark Patterson Lee | PROJECT # : | 25-6818 |
| ADDRESS: | 26 IBM Road | SAMPLED BY: | T. McAfee |
| | Poughkeepsie, NY 12601 | | |
| CONTACT: | Lauren Tarsio | DATE SAMPLED: | 24-Jun-25 |
| | | STATE SAMPLED IN: | New York |
| PROJECT NAME: | Pre-Construction Environmental Testing | ANALYSIS METHOD: | PLM/NOB-PLM/QTEM |
| PROJECT BUILDING: | MW High School | | |
| PROJECT ADDRESS: | 155 Dunderberg Rd, | TURN-AROUND TIME: | 5 Day |
| | Central Valley, NY 10917 | | |

| Sample # | HM# | Floor | Space Name/ID # | Location | Material | |
|---|---|---|---|---|---|---|
| 6818-MWHS-01 * | | | High School | Throughout Building, Walls/Ceilings | Sheetrock | 3093755 |
| 6818-MWHS-02 | | | High School | Throughout Building, Walls/Ceilings | Sheetrock | 3093756 |
| 6818-MWHS 03 | | | High School | Throughout Building, Walls/Ceilings, on Sheetrock | Joint Compound | 3093757 |
| 6818-MWHS-04 | | | High School | Throughout Building, Walls/Ceilings, on Sheetrock | Joint Compound | 3093758 |
| 6818-MWHS-05 | | | High School | Throughout Building, Walls/Ceilings, on Sheetrock | Joint Compound | 3093759 |
| 6818-MWHS-06 | | | High School | Throughout, Suspended Ceiling | 2' x 2' Dot Spec Ceiling Tile | |
| 6818-MWHS-07 | | | High School | Throughout, Suspended Ceiling | 2' x 2' Dot Spec Ceiling Tile | |
| 6818-MWHS-08 | | | High School | Throughout, Walls | CMU & Mortar (Separate Layers) | 3093760 |
| 6818-MWHS-09 | | | High School | Throughout, Walls | CMU & Mortar (Separate Layers) | 3093761 |
| 6818-MWHS-10 | | | High School | Throughout, Walls | Textured CMU & Mortar (Separate Layers) | 3093762 |
| 6818-MWHS-11 | | | High School | Throughout, Walls | Textured CMU & Mortar (Separate Layers) | 3093763 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

* AS LABELED ON PAPERWORK
SAMPLE BP, 07/08/2025

Comments:

SUBMITTED BY: [signature] DATE: 7/1/25

RECEIVED BY: M D Warner JUL 1 '25 20:3 DATE:

PAGE 1 OF 1

EAS Batch No. 2503677

# Eastern Analytical Services, Inc.



**Bulk Sample Results**

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW High School - 155 Dunderberg Road - Central Valley, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/24/2025
Collected By : T. McAee
Date Received : 07/01/2025
Date Analyzed : 07/08/2025
Analyzed By : Damien Warner
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | |
|---|---|---|---|
| Sample ID Number | | 6818-MWHS-06 | 6818-MWHS-07 |
| Layer Number | | | |
| Lab ID Number | | 3093656 | 3093657 |
| Sample Location | | High School, Throughout, Suspended Ceiling | High School, Throughout, Suspended Ceiling |
| Sample Description | | 2' x 2' Dot Spec Ceiling Tile | 2' x 2' Dot Spec Ceiling Tile |
| Analytical Method | | NOB Plm | NOB Plm |
| Appearance | Layered | Yes | Yes |
| | Homogenous | No | No |
| | Fibrous | Yes | Yes |
| | Color | Beige/White | Beige/White |
| Asbestos Content | % Amosite | ND | ND |
| | % Chrysotile | ND | ND |
| | % Other | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 27.5 | 24.2 |
| | % Carbonates | 20.8 | 30.5 |
| | % Other Inorganic | 51.7 | 45.3 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW High School - 155 Dunderberg Road - Central Valley, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/24/2025
Collected By : T. McAee
Date Received : 07/01/2025
Date Analyzed : 07/11/2025
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | |
|---|---|---|---|
| Sample ID Number | | 6818-MWHS-06 | 6818-MWHS-07 |
| Layer Number | | | |
| Lab ID Number | | 3093656 | 3093657 |
| Sample Location | | High School, Throughout, Suspended Ceiling | High School, Throughout, Suspended Ceiling |
| Sample Description | | 2' x 2' Dot Spec Ceiling Tile | 2' x 2' Dot Spec Ceiling Tile |
| Analytical Method | | NOB Tem | NOB Tem |
| Appearance | Layered | Yes | Yes |
| | Homogenous | No | No |
| | Fibrous | Yes | Yes |
| | Color | Beige/White | Beige/White |
| Asbestos Content | % Amosite | ND | ND |
| | % Chrysotile | ND | ND |
| | % Other | ND | ND |
| | % Total Asbestos | ND | ND |
| Other Materials Present | % Organic | 27.5 | 24.2 |
| | % Carbonates | 20.8 | 30.5 |
| | % Other Inorganic | 51.7 | 45.3 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

| | | | |
|---|---|---|---|
| CLIENT: | Clark Patterson Lee | PROJECT # : | 25-6818 |
| ADDRESS: | 26 IBM Road | SAMPLED BY: | T. McAfee |
| | Poughkeepsie, NY 12601 | | |
| CONTACT: | Lauren Tarsio | DATE SAMPLED: | 24-Jun-25 |
| | | STATE SAMPLED IN: | New York |
| PROJECT NAME: | Pre-Construction Environmental Testing | ANALYSIS METHOD: | PLM/NOB-PLM/QTEM |
| PROJECT BUILDING: | MW High School | | |
| PROJECT ADDRESS: | 155 Dunderberg Rd, | TURN-AROUND TIME: | 5 Day |
| | Central Valley, NY 10917 | | |

| Sample # | QMF | Floor | Space Name/ID | Specific Location | Material |
|---|---|---|---|---|---|
| 6818-MWHS-01 | | | High School | Throughout Building, Walls/Ceilings | Sheetrock |
| 6818-MWHS-02 | | | High School | Throughout Building, Walls/Ceilings | Sheetrock |
| 6818-MWHS-03 | | | High School | Throughout Building, Walls/Ceilings, on Sheetrock | Joint Compound |
| 6818-MWHS-04 | | | High School | Throughout Building, Walls/Ceilings, on Sheetrock | Joint Compound |
| 6818-MWHS-05 | | | High School | Throughout Building, Walls/Ceilings, on Sheetrock | Joint Compound |
| 6818-MWHS-06 | 3093656 | | High School | Throughout, Suspended Ceiling | 2' x 2' Dot Spec Ceiling Tile |
| 6818-MWHS-07 | 3093657 | | High School | Throughout, Suspended Ceiling | 2' x 2' Dot Spec Ceiling Tile |
| 6818-MWHS-08 | | | High School | Throughout, Walls | CMU & Mortar (Separate Layers) |
| 6818-MWHS-09 | | | High School | Throughout, Walls | CMU & Mortar (Separate Layers) |
| 6818-MWHS-10 | | | High School | Throughout, Walls | Textured CMU & Mortar (Separate Layers) |
| 6818-MWHS-11 | | | High School | Throughout, Walls | Textured CMU & Mortar (Separate Layers) |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Comments:

SUBMITTED BY: DATE: 7/1/25

RECEIVED BY: M D Wheeler DATE: JUL 1 '25 20:11

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW Middle School - 199 Dunderberg Road - Central Valley, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/24/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6818-MWMS-01 | 6818-MWMS-02 | 6818-MWMS-02 | 6818-MWMS-03 |
| Layer Number | | | 1 | 2 | 1 |
| Lab ID Number | | 3093764 | 3093765 | 3093765 | 3093766 |
| Sample Location | | Room 141B, Above Ceiling | Room 140B, Wall | Room 140B, Wall | Room 200, Wall |
| Sample Description | | Fiberglass | CMU & Mortar (CMU Layer) | CMU & Mortar (Mortar Layer) | CMU & Mortar (CMU Layer) |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | Yes | Yes | Yes | Yes |
| | Homogenous | No | No | No | No |
| | Fibrous | Yes | No | No | No |
| | Color | Yellow/Gray/Black/ Silver | Gray/Black/Blue | Gray/Blue | Gray/Black/White |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | 30.0 | ND | ND | ND |
| | % Cellulose | 15.0 | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 15.0 | 20.0 | 30.0 | 20.0 |
| | % Carbonates | ND | 30.0 | 25.0 | 35.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 40.0 | 50.0 | 45.0 | 45.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW Middle School - 199 Dunderberg Road - Central Valley, NY

Date Collected : 06/24/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6818-MWMS-03 | 6818-MWMS-04 | 6818-MWMS-05 | 6818-MWMS-06 |
| Layer Number | | 2 | | | |
| Lab ID Number | | 3093766 | 3093767 | 3093768 | 3093769 |
| Sample Location | | Room 200, Wall | Room 140B, Wall | Room 141A, Wall | Room 140A, Wall, On Sheetrock |
| Sample Description | | CMU & Mortar (Mortar Layer) | Sheetrock | Sheetrock | Joint Compound |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | Yes | No | No | Yes |
| | Homogenous | No | Yes | Yes | No |
| | Fibrous | No | Yes | Yes | No |
| | Color | Gray/White | Gray | Gray | White/Beige |
| Sample Treatment | | Homogenized | None | None | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | 10.0 | 5.0 | ND |
| | % Cellulose | ND | 5.0 | 5.0 | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 30.0 | 20.0 | 20.0 | 30.0 |
| | % Carbonates | 25.0 | 30.0 | 30.0 | 35.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 45.0 | 35.0 | 40.0 | 35.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW Middle School - 199 Dunderberg Road - Central Valley, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/24/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6818-MWMS-07 | 6818-MWMS-08 | 6818-MWMS-15 | 6818-MWMS-16 |
| Layer Number | | | | | |
| Lab ID Number | | 3093770 | 3093771 | 3093772 | 3093773 |
| Sample Location | | Room 141A, Wall, On Sheetrock | Room 141B, Wall, On Sheetrock | Room 200, Lab Hood | Room 200, Lab Hood |
| Sample Description | | Joint Compound | Joint Compound | Cementitious Panel | Cementitious Panel |
| Method of Quantification | | Scanning Option | Scanning Option | Point Count | Point Count |
| Appearance | Layered | Yes | Yes | No | No |
| | Homogenous | No | No | No | No |
| | Fibrous | No | No | Yes | Yes |
| | Color | White/Beige | White/Beige | Black | Black |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | 10.0 | 8.9 |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | 10.0 | 8.9 |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 25.0 | 25.0 | ND | ND |
| | % Carbonates | 35.0 | 35.0 | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 40.0 | 40.0 | 90.0 | 91.1 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW Middle School - 199 Dunderberg Road - Central Valley, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/24/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6818-MWMS-17 | 6818-MWMS-18 | 6818-MWMS-19 | 6818-MWMS-20 |
| Layer Number | | | | | |
| Lab ID Number | | 3093774 | 3093775 | 3093776 | 3093777 |
| Sample Location | | Room 200, Lab Table | Room 200, Lab Table | Room 140B, Floor, Under Hardwood, On Concrete | Room 140B, Floor, Under Hardwood, On Concrete |
| Sample Description | | Cementitious Tabletop | Cementitious Tabletop | Fiberboard | Fiberboard |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | No | No |
| | Homogenous | No | No | No | No |
| | Fibrous | No | No | Yes | Yes |
| | Color | Black | Black | Brown | Brown |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | ND | 50.0 | 55.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 35.0 | 30.0 | 10.0 | 10.0 |
| | % Carbonates | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 65.0 | 70.0 | 40.0 | 35.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW Middle School - 199 Dunderberg Road - Central Valley, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/24/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | |
|---|---|---|---|
| Sample ID Number | | 6818-MWMS-25 | 6818-MWMS-26 |
| Layer Number | | | |
| Lab ID Number | | 3093778 | 3093779 |
| Sample Location | | Room 236, Window Sill | Room 236, Window Sill |
| Sample Description | | Cementitious Sill | Cementitious Sill |
| Method of Quantification | | Point Count | Point Count |
| Appearance | Layered | No | No |
| | Homogenous | No | No |
| | Fibrous | Yes | Yes |
| | Color | Gray | Gray |
| Sample Treatment | | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND |
| | % Chrysotile | 3.1 | 2.7 |
| | % Other | ND | ND |
| | % Total Asbestos | 3.1 | 2.7 |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND |
| | % Cellulose | ND | ND |
| | % Other | ND | ND |
| | % Unidentified | ND | ND |
| Non-Fibrous Materials Present | % Silicates | ND | ND |
| | % Carbonates | ND | ND |
| | % Other | ND | ND |
| | % Unidentified | 96.9 | 97.3 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

| | | | |
|---|---|---|---|
| CLIENT: | Clark Patterson Lee | PROJECT # : | 25-6818 |
| ADDRESS: | 26 IBM Road | SAMPLED BY: | T. McAfee |
| | Poughkeepsie, NY 12601 | | |
| CONTACT: | Lauren Tarsio | DATE SAMPLED: | 24-Jun-25 |
| | | STATE SAMPLED IN: | New York |
| PROJECT NAME: | Pre-Construction Environmental Testing | ANALYSIS METHOD: | PLM/NOB-PLM/QTEM |
| PROJECT BUILDING: | MW Middle School | | |
| PROJECT ADDRESS: | 199 Dunderberg Rd, | TURN-AROUND TIME: | 5 Day |
| | Central Valley, NY 10917 | | |

| Sample # | HSI# | Floor | Space Name/ID # | Location | Material | |
|---|---|---|---|---|---|---|
| 6818-MWMS-01 | | | Room 141B | Above Ceiling | Fiberglass | 3093764 |
| 6818-MWMS-02 | | | Room 140B | Wall | CMU & Mortar | 3093765 |
| 6818-MWMS-03 | | | Room 200 | Wall | CMU & Mortar | 3093766 |
| 6818-MWMS-04 | | | Room 140B | Wall | Sheetrock | 3093767 |
| 6818-MWMS-05 | | | Room 141A | Wall | Sheetrock | 3093768 |
| 6818-MWMS-06 | | | Room 140A | Wall, on Sheetrock | Joint Compound | 3093769 |
| 6818-MWMS-07 | | | Room 141A | Wall, on Sheetrock | Joint Compound | 3093770 |
| 6818-MWMS-08 | | | Room 141B | Wall, on Sheetrock | Joint Compound | 3093771 |
| 6818-MWMS-09 | | | Room 141A | Under Sink, on Metal Basin | Anti-sweat Tar | |
| 6818-MWMS-10 | | | Room 141A | Under Sink, on Metal Basin | Anti-sweat Tar | |
| 6818-MWMS-11 | | | Room 140 | Floor, on Concrete, Beige | 9" x 9" Floor Tile & Mastic (Separate Layers) | |
| 6818-MWMS-12 | | | Room 140 | Floor, on Concrete, Beige | 9" x 9" Floor Tile & Mastic (Separate Layers) | |
| 6818-MWMS-13 | | | Room 200 | Floor, on Concrete, Grey | 9" x 9" Floor Tile & Mastic (Separate Layers) | |
| 6818-MWMS-14 | | | Room 200 | Floor, on Concrete, Grey | 9" x 9" Floor Tile & Mastic (Separate Layers) | |
| 6818-MWMS-15 | | | Room 200 | Lab Hood | Cementitious Panel | 3093772 |

PAPERWORK
AS LARGE AS POSSIBLE

Comments: _____ - DR, 07/08/2025

SUBMITTED BY: _____ DATE: 7/1/25

RECEIVED BY: MD Warner _____ DATE: _____

PAGE 1 OF 2

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

| | | | |
|---|---|---|---|
| CLIENT: | Clark Patterson Lee | PROJECT # : | 25-6818 |
| ADDRESS: | 26 IBM Road | SAMPLED BY: | T. McAfee |
| | Poughkeepsie, NY 12601 | | |
| CONTACT: | Lauren Tarsio | DATE SAMPLED: | 24-Jun-25 |
| | | STATE SAMPLED IN: | New York |
| PROJECT NAME: | Pre-Construction Environmental Testing | ANALYSIS METHOD: | PLM/NOB-PLM/QTEM |
| PROJECT BUILDING: | MW Middle School | | |
| PROJECT ADDRESS: | 199 Dunderberg Rd, | TURN-AROUND TIME: | 5 Day |
| | Central Valley, NY 10917 | | |

| Sample # | HM# | Floor | Space Name/ID # | Location | Material | |
|---|---|---|---|---|---|---|
| 6818-MWMS-16 | | | Room 200 | Lab Hood | Cementitious Panel | 3093773 |
| 6818-MWMS-17 | | | Room 200 | Lab Table | Cementitious Tabletop | 3093774 |
| 6818-MWMS-18 | | | Room 200 | Lab Table | Cementitious Tabletop | 3093775 |
| 6818-MWMS-19 | | | Room 1408 | Floor, Under Hardwood, on Concrete | Fiberboard | 3093776 |
| 6818-MWMS-20 | | | Room 1408 | Floor, Under Hardwood, on Concrete | Fiberboard | 3093777 |
| 6818-MWMS-21 | | | Room 1408 | Wall | Covebase Molding & Adhesive (Separate Layers) | |
| 6818-MWMS-22 | | | Room 1408 | Wall | Covebase Molding & Adhesive (Separate Layers) | |
| 6818-MWMS-23 | | | Room 200 | Ceiling | 2' x 4' Dot Canyon Ceiling Tile | |
| 6818-MWMS-24 | | | Room 200 | Ceiling | 2' x 4' Dot Canyon Ceiling Tile | |
| 6818-MWMS-25 | | | Room 236 | Window Sill | Cementitious Sill | 3093778 |
| 6818-MWMS-26 | | | Room 236 | Window Sill | Cementitious Sill | 3093779 |

Comments:

SUBMITTED BY: DATE: 7/1/25

RECEIVED BY: M DiNuccio JUL '25 20: DATE:

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW Middle School - 199 Dunderberg Road - Central Valley, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/24/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/08/2025
Analyzed By : Damien Warner
Signature : 
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6818-MWMS-09 | | 6818-MWMS-10 | | 6818-MWMS-11 | 6818-MWMS-11 | |
|---|---|---|---|---|---|---|---|---|
| Layer Number | | | | | | 1 | 2 | |
| Lab ID Number | | 3093646 | | 3093647 | | 3093648 | 3093648 | |
| Sample Location | | Room 141A, Under Sink, On Metal Basin | | Room 141A, Under Sink, On Metal Basin | | Room 140, Floor, On Concrete, Beige | Room 140, Floor, On Concrete, Beige | |
| Sample Description | | Anti-Sweat Tar | | Anti-Sweat Tar | | 9" x 9" Floor Tile & Mastic (Tile Layer) | 9" x 9" Floor Tile & Mastic (Mastic Layer) | |
| Analytical Method | | NOB Plm | | NOB Plm | | NOB Plm | NOB Plm | |
| Appearance | Layered | No | | No | | No | No | |
| | Homogenous | Yes | | Yes | | Yes | Yes | |
| | Fibrous | No | | No | | No | No | |
| | Color | Tan | | Tan | | Tan | Black | |
| Asbestos Content | % Amosite | ND | | ND | | ND | ND | |
| | % Chrysotile | ND | | ND | | 2.0 | 0.3 | |
| | % Other | ND | | ND | | ND | ND | |
| | % Total Asbestos | ND | Inconclusive | ND | Inconclusive | 2.0 | 0.3 | Inconclusive |
| Other Materials Present | % Organic | 30.5 | | 29.4 | | 31.4 | 68.6 | |
| | % Carbonates | 33.5 | | 30.9 | | 34.2 | 15.7 | |
| | % Other Inorganic | 36.0 | | 39.7 | | 32.4 | 15.4 | |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW Middle School - 199 Dunderberg Road - Central Valley, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/24/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/08/2025
Analyzed By : Damien Warner
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6818-MWMS-12 | 6818-MWMS-12 | 6818-MWMS-13 | 6818-MWMS-13 |
|---|---|---|---|---|---|
| Layer Number | | 1 | 2 | 1 | 2 |
| Lab ID Number | | 3093649 | 3093649 | 3093650 | 3093650 |
| Sample Location | | Room 140, Floor, On Concrete, Beige | Room 140, Floor, On Concrete, Beige | Room 200, Floor, On Concrete, Gray | Room 200, Floor, On Concrete, Gray |
| Sample Description | | 9" x 9" Floor Tile & Mastic (Tile Layer) | 9" x 9" Floor Tile & Mastic (Mastic Layer) | 9" x 9" Floor Tile & Mastic (Tile Layer) | 9" x 9" Floor Tile & Mastic (Mastic Layer) |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | No | No |
| | Color | Tan | Black | Gray | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | 1.7 | < 0.2 | 1.7 | < 0.2 |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | 1.7 | < 0.2 Inconclusive | 1.7 | < 0.2 Inconclusive |
| Other Materials Present | % Organic | 28.7 | 77.3 | 39.2 | 72.9 |
| | % Carbonates | 30.6 | 7.2 | 24.0 | 8.7 |
| | % Other Inorganic | 39.0 | 15.5 | 35.1 | 18.4 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
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This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW Middle School - 199 Dunderberg Road - Central Valley, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/24/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/08/2025
Analyzed By : Damien Warner
Signature : 
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6818-MWMS-14 | 6818-MWMS-14 | 6818-MWMS-21 | 6818-MWMS-21 |
| Layer Number | | 1 | 2 | 1 | 2 |
| Lab ID Number | | 3093651 | 3093651 | 3093652 | 3093652 |
| Sample Location | | Room 200, Floor, On Concrete, Gray | Room 200, Floor, On Concrete, Gray | Room 140B, Wall | Room 140B, Wall |
| Sample Description | | 9" x 9" Floor Tile & Mastic (Tile Layer) | 9" x 9" Floor Tile & Mastic (Mastic Layer) | Covebase Molding & Adhesive (Molding Layer) | Covebase Molding & Adhesive (Adhesive Layer) |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | Yes | No |
| | Homogenous | Yes | Yes | No | Yes |
| | Fibrous | No | No | No | No |
| | Color | Gray | Black | Black/Blue | Tan |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | 1.6 | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | 1.6 | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 27.4 | 31.7 | 39.6 | 35.4 |
| | % Carbonates | 48.9 | 23.0 | 3.9 | 49.8 |
| | % Other Inorganic | 22.1 | 45.3 | 56.5 | 14.8 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW Middle School - 199 Dunderberg Road - Central Valley, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/24/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/08/2025
Analyzed By : Damien Warner
Signature : 
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6818-MWMS-22 | 6818-MWMS-22 | 6818-MWMS-23 | 6818-MWMS-24 |
| Layer Number | | 1 | 2 | | |
| Lab ID Number | | 3093653 | 3093653 | 3093654 | 3093655 |
| Sample Location | | Room 140B, Wall | Room 140B, Wall | Room 200, Ceiling | Room 200, Ceiling |
| Sample Description | | Covebase Molding & Adhesive (Molding Layer) | Covebase Molding & Adhesive (Adhesive Layer) | 2' x 4' Dot Canyon Ceiling Tile | 2' x 4' Dot Canyon Ceiling Tile |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | Yes | No | Yes | Yes |
| | Homogenous | No | Yes | No | No |
| | Fibrous | No | No | Yes | Yes |
| | Color | Black/Blue | Tan | Beige/White | Beige/White |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 41.6 | 36.6 | 11.3 | 11.7 |
| | % Carbonates | 3.6 | 48.8 | 2.3 | 34.7 |
| | % Other Inorganic | 54.8 | 14.6 | 86.4 | 53.6 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW Middle School - 199 Dunderberg Road - Central Valley, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/24/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/11/2025
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6818-MWMS-09 | 6818-MWMS-10 | 6818-MWMS-11 | 6818-MWMS-12 |
|---|---|---|---|---|---|
| Layer Number | | | | 2 | 2 |
| Lab ID Number | | 3093646 | 3093647 | 3093648 | 3093649 |
| Sample Location | | Room 141A, Under Sink, On Metal Basin | Room 141A, Under Sink, On Metal Basin | Room 140, Floor, On Concrete, Beige | Room 140, Floor, On Concrete, Beige |
| Sample Description | | Anti-Sweat Tar | Anti-Sweat Tar | 9" x 9" Floor Tile & Mastic (Mastic Layer) | 9" x 9" Floor Tile & Mastic (Mastic Layer) |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | No | No |
| | Color | Tan | Tan | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | 7.8 | 6.2 |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | 7.8 | 6.2 |
| Other Materials Present | % Organic | 30.5 | 29.4 | 68.6 | 77.3 |
| | % Carbonates | 33.5 | 30.9 | 15.7 | 7.2 |
| | % Other Inorganic | 36.0 | 39.7 | 7.9 | 9.3 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW Middle School - 199 Dunderberg Road - Central Valley, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/24/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/11/2025
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6818-MWMS-13 | 6818-MWMS-14 | 6818-MWMS-21 | 6818-MWMS-21 |
| Layer Number | | 2 | 2 | 1 | 2 |
| Lab ID Number | | 3093650 | 3093651 | 3093652 | 3093652 |
| Sample Location | | Room 200, Floor, On Concrete, Gray | Room 200, Floor, On Concrete, Gray | Room 140B, Wall | Room 140B, Wall |
| Sample Description | | 9" x 9" Floor Tile & Mastic (Mastic Layer) | 9" x 9" Floor Tile & Mastic (Mastic Layer) | Covebase Molding & Adhesive (Molding Layer) | Covebase Molding & Adhesive (Adhesive Layer) |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | Yes | No |
| | Homogenous | Yes | Yes | No | Yes |
| | Fibrous | No | No | No | No |
| | Color | Black | Black | Black/Blue | Tan |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | 3.7 | 6.8 | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | 3.7 | 6.8 | ND | ND |
| Other Materials Present | % Organic | 72.9 | 31.7 | 39.6 | 35.4 |
| | % Carbonates | 8.7 | 23.0 | 3.9 | 49.8 |
| | % Other Inorganic | 14.7 | 38.5 | 56.5 | 14.8 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - MW Middle School - 199 Dunderberg Road - Central Valley, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/24/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/11/2025
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6818-MWMS-22 | 6818-MWMS-22 | 6818-MWMS-23 | 6818-MWMS-24 |
|---|---|---|---|---|---|
| Layer Number | | 1 | 2 | | |
| Lab ID Number | | 3093653 | 3093653 | 3093654 | 3093655 |
| Sample Location | | Room 140B, Wall | Room 140B, Wall | Room 200, Ceiling | Room 200, Ceiling |
| Sample Description | | Covebase Molding & Adhesive (Molding Layer) | Covebase Molding & Adhesive (Adhesive Layer) | 2' x 4' Dot Canyon Ceiling Tile | 2' x 4' Dot Canyon Ceiling Tile |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | Yes | No | Yes | Yes |
| | Homogenous | No | Yes | No | No |
| | Fibrous | No | No | Yes | Yes |
| | Color | Black/Blue | Tan | Beige/White | Beige/White |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Materials Present | % Organic | 41.6 | 36.6 | 11.3 | 11.7 |
| | % Carbonates | 3.6 | 48.8 | 2.3 | 34.7 |
| | % Other Inorganic | 54.8 | 14.6 | 86.4 | 53.6 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

| | | | |
|---|---|---|---|
| CLIENT: | Clark Patterson Lee | PROJECT # : | 25-6818 |
| ADDRESS: | 26 IBM Road | SAMPLED BY: | T. McAfee |
| | Poughkeepsie, NY 12601 | | |
| CONTACT: | Lauren Tarsio | DATE SAMPLED: | 24-Jun-25 |
| | | STATE SAMPLED IN: | New York |
| PROJECT NAME: | Pre-Construction Environmental Testing | ANALYSIS METHOD: | PLM/NOB-PLM/QTEM |
| PROJECT BUILDING: | MW Middle School | | |
| PROJECT ADDRESS: | 199 Dunderberg Rd, | TURN-AROUND TIME: | 5 Day |
| | Central Valley, NY 10917 | | |

| Sample # | HMI | Floor | Specific Sample Location | Description | Material |
|---|---|---|---|---|---|
| 6818-MWMS-01 | | | Room 141B | Above Ceiling | Fiberglass |
| 6818-MWMS-02 | | | Room 140B | Wall | CMU & Mortar |
| 6818-MWMS-03 | | | Room 200 | Wall | CMU & Mortar |
| 6818-MWMS-04 | | | Room 140B | Wall | Sheetrock |
| 6818-MWMS-05 | | | Room 141A | Wall | Sheetrock |
| 6818-MWMS-06 | | | Room 140A | Wall, on Sheetrock | Joint Compound |
| 6818-MWMS-07 | | | Room 141A | Wall, on Sheetrock | Joint Compound |
| 6818-MWMS-08 | | | Room 141B | Wall, on Sheetrock | Joint Compound |
| 6818-MWMS-09 | 3093646 | | Room 141A | Under Sink, on Metal Basin | Anti-sweat Tar |
| 6818-MWMS-10 | 3093647 | | Room 141A | Under Sink, on Metal Basin | Anti-sweat Tar |
| 6818-MWMS-11 | 3093648 | | Room 140 | Floor, on Concrete, Beige | 9" x 9" Floor Tile & Mastic (Separate Layers) |
| 6818-MWMS-12 | 3093649 | | Room 140 | Floor, on Concrete, Beige | 9" x 9" Floor Tile & Mastic (Separate Layers) |
| 6818-MWMS-13 | 3093650 | | Room 200 | Floor, on Concrete, Grey | 9" x 9" Floor Tile & Mastic (Separate Layers) |
| 6818-MWMS-14 | 3093651 | | Room 200 | Floor, on Concrete, Grey | 9" x 9" Floor Tile & Mastic (Separate Layers) |
| 6818-MWMS-15 | | | Room 200 | Lab Hood | Cementitious Panel |

Comments:

SUBMITTED BY: DATE: 7/1/25

RECEIVED BY: JUL 1'25 20:11 DATE:

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

| | | | |
|---|---|---|---|
| CLIENT: | Clark Patterson Lee | PROJECT # : | 25-6818 |
| ADDRESS: | 26 IBM Road | SAMPLED BY: | T. McAfee |
| | Poughkeepsie, NY 12601 | | |
| CONTACT: | Lauren Tarsio | DATE SAMPLED: | 24-Jun-25 |
| | | STATE SAMPLED IN: | New York |
| PROJECT NAME: | Pre-Construction Environmental Testing | ANALYSIS METHOD: | PLM/NOB-PLM/QTEM |
| PROJECT BUILDING: | MW Middle School | | |
| PROJECT ADDRESS: | 199 Dunderberg Rd, | TURN-AROUND TIME: | 5 Day |
| | Central Valley, NY 10917 | | |

| Sample # | UNE# | Comments | Space/Room ID | Location | Material |
|---|---|---|---|---|---|
| 6818-MWMS-16 | | | Room 200 | Lab Hood | Cementitious Panel |
| 6818-MWMS-17 | | | Room 200 | Lab Table | Cementitious Tabletop |
| 6818-MWMS-18 | | | Room 200 | Lab Table | Cementitious Tabletop |
| 6818-MWMS-19 | | | Room 140B | Floor, Under Hardwood, on Concrete | Fiberboard |
| 6818-MWMS-20 | | | Room 140B | Floor, Under Hardwood, on Concrete | Fiberboard |
| 6818-MWMS-21 | 3093652 | | Room 140B | Wall | Covebase Molding & Adhesive (Separate Layers) |
| 6818-MWMS-22 | 3093653 | | Room 140B | Wall | Covebase Molding & Adhesive (Separate Layers) |
| 6818-MWMS-23 | 3093654 | | Room 200 | Ceiling | 2' x 4' Dot Canyon Ceiling Tile |
| 6818-MWMS-24 | 3093655 | | Room 200 | Ceiling | 2' x 4' Dot Canyon Ceiling Tile |
| 6818-MWMS-25 | | | Room 236 | Window Sill | Cementitious Sill |
| 6818-MWMS-26 | | | Room 236 | Window Sill | Cementitious Sill |

Comments:

SUBMITTED BY: DATE: 7/1/25

RECEIVED BY: M D Wheeler JUL 1 '25 20:11 DATE:

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/25/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6818-NMES-01 | 6818-NMES-02 | 6818-NMES-03 | 6818-NMES-04 |
| Layer Number | | | | | |
| Lab ID Number | | 3093664 | 3093665 | 3093666 | 3093667 |
| Sample Location | | Boiler Room, Breeching to Chimney Penetration | Boiler Room, Breeching to Chimney Penetration | Boiler Room, Boiler 1 | Boiler Room, Boiler 1 |
| Sample Description | | Cementitious Packing | Cementitious Packing | Breeching | Breeching |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | Yes | Yes | Yes | Yes |
| | Homogenous | No | No | No | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Gray/Silver/Brown | Gray/Silver/Brown | Gray | Gray/White |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | 30.0 | 25.0 | 15.0 | 20.0 |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | 10.0 Synthetics | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 15.0 | 20.0 | 20.0 | 25.0 |
| | % Carbonates | 20.0 | 20.0 | 20.0 | 20.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 35.0 | 35.0 | 35.0 | 35.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/25/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6818-NMES-05 | 6818-NMES-06 | 6818-NMES-07 | 6818-NMES-08 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3093668 | 3093669 | 3093670 | 3093671 |
| Sample Location | | Boiler Room, Boiler 1 | Boiler Room, Boiler 1 | Boiler Room, Boiler 1 | Boiler Room, Boiler 1 |
| Sample Description | | Breeching | Gasket | Gasket | Jacket Insulation |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | No | No |
| | Homogenous | No | Yes | Yes | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Gray | White | White | Gray/Brown |
| Sample Treatment | | Homogenized | None | None | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | 25.0 | 80.0 | 80.0 | 70.0 |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 25.0 | 5.0 | 5.0 | 10.0 |
| | % Carbonates | 20.0 | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 30.0 | 15.0 | 15.0 | 20.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Overall Lab Accuracy ± 17%. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/25/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6818-NMES-09 | 6818-NMES-10 | 6818-NMES-11 | 6818-NMES-12 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3093672 | 3093673 | 3093674 | 3093675 |
| Sample Location | | Boiler Room, Boiler 2 | Boiler Room, Boiler 2 | Boiler Room, Boiler 2 | Boiler Room, Boiler 2, Interior, Between Sections |
| Sample Description | | Jacket Insulation | Rope Gasket | Rope Gasket | Rope Gasket |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | No | No |
| | Homogenous | No | Yes | Yes | Yes |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Gray/Brown | Gray | Gray | Gray |
| Sample Treatment | | Homogenized | None | None | None |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | 75.0 | 85.0 | 80.0 | 85.0 |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 10.0 | 5.0 | 5.0 | 5.0 |
| | % Carbonates | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 15.0 | 10.0 | 15.0 | 10.0 |

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/25/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6818-NMES-13 | 6818-NMES-14 | 6818-NMES-15 | 6818-NMES-23 |
|---|---|---|---|---|---|
| Layer Number | | | | | 1 |
| Lab ID Number | | 3093676 | 3093677 | 3093678 | 3093679 |
| Sample Location | | Boiler Room, Boiler 2, Interior Hatch | Boiler Room, Boiler 2, Interior Hatch | Boiler Room, Boiler 2, Interior Hatch | Room 201, Wall |
| Sample Description | | Rope Gasket | Door Insulation | Door Insulation | Plaster (Plaster Layer) |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | Yes | Yes | Yes | No |
| | Color | Silver/Brown | Brown | Brown | White |
| Sample Treatment | | None | None | None | None |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | 80.0 | 85.0 | 80.0 | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 5.0 | 5.0 | 5.0 | 10.0 |
| | % Carbonates | ND | ND | ND | 45.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 15.0 | 10.0 | 15.0 | 45.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/25/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6818-NMES-23 | 6818-NMES-24 | 6818-NMES-24 | 6818-NMES-25 |
| Layer Number | | 2 | 1 | 2 | 1 |
| Lab ID Number | | 3093679 | 3093680 | 3093680 | 3093681 |
| Sample Location | | Room 201, Wall | Room 209, Wall | Room 209, Wall | Room 203, Wall |
| Sample Description | | Plaster (Scratch Layer) | Plaster (Plaster Layer) | Plaster (Scratch Layer) | Plaster (Plaster Layer) |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | Yes | No | Yes |
| | Homogenous | No | No | Yes | No |
| | Fibrous | Yes | No | No | No |
| | Color | Gray | White/Gray | Gray | White/Gray |
| Sample Treatment | | Homogenized | Homogenized | None | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | 10.0 Hair | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 30.0 | 10.0 | 30.0 | 10.0 |
| | % Carbonates | 20.0 | 45.0 | 25.0 | 50.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 40.0 | 45.0 | 45.0 | 40.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/25/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6818-NMES-25 | 6818-NMES-26 | 6818-NMES-26 | 6818-NMES-27 |
|---|---|---|---|---|---|
| Layer Number | | 2 | 1 | 2 | 1 |
| Lab ID Number | | 3093681 | 3093682 | 3093682 | 3093683 |
| Sample Location | | Room 203, Wall | Room 204, Wall | Room 204, Wall | Room 206, Wall |
| Sample Description | | Plaster (Scratch Layer) | Plaster (Plaster Layer) | Plaster (Scratch Layer) | Plaster (Plaster Layer) |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | No | No |
| | Homogenous | No | Yes | No | Yes |
| | Fibrous | No | No | No | No |
| | Color | Gray | White | Gray | White |
| Sample Treatment | | Homogenized | None | Homogenized | None |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 30.0 | 10.0 | 35.0 | 15.0 |
| | % Carbonates | 25.0 | 45.0 | 20.0 | 45.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 45.0 | 45.0 | 45.0 | 40.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/25/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6818-NMES-27 | 6818-NMES-28 | 6818-NMES-29 | 6818-NMES-30 |
| Layer Number | | 2 | | | |
| Lab ID Number | | 3093683 | 3093684 | 3093685 | 3093686 |
| Sample Location | | Room 206, Wall | 1st Floor, On Metal Duct | Basement, Hallway, Unwrapped, On Metal Pipe | Basement, Hallway, Wrapped, On Metal Pipe Elbow |
| Sample Description | | Plaster (Scratch Layer) | Confirmatory Insulation | Mudded Joint Packing | Mudded Joint Packing |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | Yes | No | No |
| | Homogenous | No | No | No | No |
| | Fibrous | No | Yes | Yes | Yes |
| | Color | Gray | Pink/Silver/Brown | Gray | Gray |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | 45.0 | 25.0 | 25.0 |
| | % Cellulose | ND | 15.0 | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 35.0 | 10.0 | 15.0 | 10.0 |
| | % Carbonates | 20.0 | ND | 30.0 | 30.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 45.0 | 30.0 | 30.0 | 35.0 |

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/25/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6818-NMES-31 | 6818-NMES-32 | 6818-NMES-33 | 6818-NMES-34 |
| Layer Number | | | | | |
| Lab ID Number | | 3093687 | 3093688 | 3093689 | 3093690 |
| Sample Location | | 1st Floor, New Main Entrance, On Metal Pipe Elbow | Basement, Streamline, On Metal Pipe | Basement, Streamline, On Metal Pipe | Basement, Streamline, On Metal Pipe |
| Sample Description | | Mudded Joint Packing | Pipe Insulation | Pipe Insulation | Pipe Insulation |
| Method of Quantification | | Point Count | Point Count | Point Count | Point Count |
| Appearance | Layered | Yes | Yes | Yes | Yes |
| | Homogenous | No | No | No | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Gray/Brown | Gray/Black | Gray/Black | Gray/Black |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | 4.2 | 36.4 | 30.8 | 33.3 |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | 4.2 | 36.4 | 30.8 | 33.3 |
| Other Fibrous Materials Present | % Fibrous Glass | 31.6 | ND | ND | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | ND | ND | ND | ND |
| | % Carbonates | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 64.2 | 63.6 | 69.2 | 66.7 |

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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/25/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/09/2025
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | | |
|---|---|---|---|---|---|
| Sample ID Number | | 6818-NMES-38 | 6818-NMES-38 | 6818-NMES-39 | 6818-NMES-39 |
| Layer Number | | 1 | 2 | 1 | 2 |
| Lab ID Number | | 3093691 | 3093691 | 3093692 | 3093692 |
| Sample Location | | Shed, Wall | Shed, Wall | Shed, Wall | Shed, Wall |
| Sample Description | | CMU & Mortar (CMU Layer) | CMU & Mortar (Mortar Layer) | CMU & Mortar (CMU Layer) | CMU & Mortar (Mortar Layer) |
| Method of Quantification | | Scanning Option | Scanning Option | Scanning Option | Scanning Option |
| Appearance | Layered | No | No | No | No |
| | Homogenous | No | Yes | No | Yes |
| | Fibrous | No | No | No | No |
| | Color | Gray/Black | Gray | Gray/Black | Gray |
| Sample Treatment | | Homogenized | None | Homogenized | None |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | 25.0 | 35.0 | 20.0 | 35.0 |
| | % Carbonates | 30.0 | 20.0 | 30.0 | 25.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 45.0 | 45.0 | 50.0 | 40.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Date Collected : 06/25/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/11/2025
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6818-NMES-16 | 6818-NMES-17 | 6818-NMES-18 | 6818-NMES-19 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3092990 | 3092991 | 3092992 | 3092993 |
| Sample Location | | Room 201, Suspended Ceiling | Room 208, Suspended Ceiling | 1st Floor, Suspended Ceiling, Older | 1st Floor, Suspended Ceiling, Older |
| Sample Description | | 2" x 2" Dot Spec Ceiling Tile | 2" x 2" Dot Spec Ceiling Tile | 2' x 4' Dot Spec Ceiling Tile | 2' x 4' Dot Spec Ceiling Tile |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | Yes | Yes | Yes | Yes |
| | Homogenous | No | No | No | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Beige/White | Beige/White | Beige/White | Beige/White |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Materials Present | % Organic | 14.7 | 15.1 | 20.5 | 19.9 |
| | % Carbonates | 11.1 | 43.0 | 63.7 | 27.5 |
| | % Other Inorganic | 74.2 | 41.9 | 15.8 | 52.6 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Date Collected : 06/25/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/11/2025
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6818-NMES-20 | 6818-NMES-21 | 6818-NMES-22 | 6818-NMES-35 |
|---|---|---|---|---|---|
| Layer Number | | | | | 1 |
| Lab ID Number | | 3092994 | 3092995 | 3092996 | 3092997 |
| Sample Location | | 1st Floor, Suspended Ceiling, Older | Basement, Hallway, Suspended Ceiling, (Newer) | 1st Floor, Hallway, Suspended Ceiling, (Newer) | Room 201, Floor, On Wood |
| Sample Description | | 2' x 4' Dot Spec Ceiling Tile | 2' x 4' Dot Spec Ceiling Tile | 2' x 4' Dot Spec Ceiling Tile | 12" x 12" Floor Tile & Mastic (Tile Layer) |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | Yes | Yes | Yes | No |
| | Homogenous | No | No | No | Yes |
| | Fibrous | Yes | Yes | Yes | No |
| | Color | Beige/White | Beige/White | Beige/White | White |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Materials Present | % Organic | 19.4 | 9.4 | 28.6 | 18.5 |
| | % Carbonates | 44.1 | 15.3 | 26.1 | 78.4 |
| | % Other Inorganic | 36.5 | 75.3 | 45.3 | 3.1 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Date Collected : 06/25/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/11/2025
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6818-NMES-35 | 6818-NMES-36 | 6818-NMES-36 | 6818-NMES-37 |
|---|---|---|---|---|---|
| Layer Number | | 2 | 1 | 2 | 1 |
| Lab ID Number | | 3092997 | 3092998 | 3092998 | 3092999 |
| Sample Location | | Room 201, Floor, On Wood | Room 204, Floor, On Wood | Room 204, Floor, On Wood | Room 209, Floor, On Wood |
| Sample Description | | 12" x 12" Floor Tile & Mastic (Mastic Layer) | 12" x 12" Floor Tile & Mastic (Tile Layer) | 12" x 12" Floor Tile & Mastic (Mastic Layer) | 12" x 12" Floor Tile & Mastic (Tile Layer) |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | No | No |
| | Color | Black | White | Black | White |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND | ND |
| Other Materials Present | % Organic | 88.9 | 16.9 | 89.4 | 21.0 |
| | % Carbonates | 0.4 | 80.6 | 0.6 | 76.1 |
| | % Other Inorganic | 10.7 | 2.5 | 10.0 | 2.9 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/25/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/11/2025
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

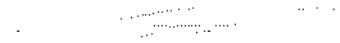
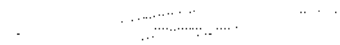
| | | | | |
|---|---|---|---|---|
| Sample ID Number | | 6818-NMES-37 | 6818-NMES-40 | 6818-NMES-41 |
| Layer Number | | 2 | | |
| Lab ID Number | | 3092999 | 3093000 | 3093001 |
| Sample Location | | Room 209, Floor, On Wood | Shed, Roof | Shed, Roof |
| Sample Description | | 12" x 12" Floor Tile & Mastic (Mastic Layer) | Roofing | Roofing |
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | No | No | No |
| | Homogenous | Yes | Yes | Yes |
| | Fibrous | No | No | No |
| | Color | Black | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND |
| | % Chrysotile | ND | ND | ND |
| | % Other | ND | ND | ND |
| | % Total Asbestos | ND | ND | ND |
| Other Materials Present | % Organic | 53.8 | 87.7 | 86.4 |
| | % Carbonates | 36.6 | 1.1 | 1.5 |
| | % Other Inorganic | 9.6 | 11.2 | 12.1 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.
## Chain of Custody Form

| | | | |
|---|---|---|---|
| EAS Client: | QuES&T, Inc.<br>1376 Route 9<br>Wappingers Falls, NY 12590 | EAS Batch No. | 2503675 |
| | | Turn-Around: | Five Day |
| | | Shipped Via: | NY DB004 |
| Analyte: | Grav Tem | State of Origin: | NY |
| No. of Samples Received: | 12 | Sample Disposition: | Standard x<br>Return |
| No. of Samples Analyzed: | 12 | | |
| Client Project Number/Name: | RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY | | |

Lab ID Numbers: 3092990-3092996;3092997-3092999;3093000-3093001

| | | | | |
|---|---|---|---|---|
| Collected By: | T. McAfee | | Date: 06/25/2025 | |
| Received By: | Matthew D. Warner |  | Date: 07/01/2025 | Time: 2010 |
| Logged In By: | Matthew D. Warner |  | Date: 07/03/2025 | |
| Prepped By: | Fahrudin Lalic |  | Date: 07/09/2025 | |
| Analyzed By : | Fahrudin Lalic |  | Date: 07/11/2025 | Time: 0140 |
| Re-Analyzed By: | | | Date: | |
| Checked By: | Damien Warner |  | Date: 07/14/2025 | |
| E-Transmitted By: | Damien Warner |  | Date: 07/14/2025 | Time: 1351 |
| Logged Out By: | | | Date: | |

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

| | | | |
|---|---|---|---|
| CLIENT: | Clark Patterson Lee | PROJECT # : | 25-6818 |
| ADDRESS: | 26 IBM Road | SAMPLED BY: | T. McAfee |
| | Poughkeepsie, NY 12601 | | |
| CONTACT: | Lauren Tarsio | DATE SAMPLED: | 25-Jun-25 |
| | | STATE SAMPLED IN: | New York |
| PROJECT NAME: | Pre-Construction Environmental Testing | ANALYSIS METHOD: | PLM/NOB-PLM/QTEM |
| PROJECT BUILDING: | North Main Elementary School | | |
| PROJECT ADDRESS: | 212 North Main Street | TURN-AROUND TIME: | 5 Day |
| | Monroe, NY 10950 | | |

| Sample # | Date | Time | Specific Sample Location | Sample Location and Description | Material |
|---|---|---|---|---|---|
| 6818-NMES-01 | | | Boiler Room | Breeching to Chimney Penetration | Cementitious Packing |
| 6818-NMES-02 | | | Boiler Room | Breeching to Chimney Penetration | Cementitious Packing |
| 6818-NMES-03 | | | Boiler Room | Boiler 1 | Breeching |
| 6818-NMES-04 | | | Boiler Room | Boiler 1 | Breeching |
| 6818-NMES-05 | | | Boiler Room | Boiler 1 | Breeching |
| 6818-NMES-06 | | | Boiler Room | Boiler 1 | Gasket |
| 6818-NMES-07 | | | Boiler Room | Boiler 1 | Gasket |
| 6818-NMES-08 | | | Boiler Room | Boiler 1 | Jacket Insulation |
| 6818-NMES-09 | | | Boiler Room | Boiler 2 | Jacket Insulation |
| 6818-NMES-10 | | | Boiler Room | Boiler 2 | Rope Gasket |
| 6818-NMES-11 | | | Boiler Room | Boiler 2 | Rope Gasket |
| 6818-NMES-12 | | | Boiler Room | Boiler 2, Interior, Between Sections | Rope Gasket |
| 6818-NMES-13 | | | Boiler Room | Boiler 2, Interior Hatch | Rope Gasket |
| 6818-NMES-14 | | | Boiler Room | Boiler 2, Interior Hatch | Door Insulation |
| 6818-NMES-15 | | | Boiler Room | Boiler 2, Interior Hatch | Door Insulation |

omments:

UBMITTED BY: DATE: 7/1/25

ECEIVED BY: MD WARNER DATE: JUL 1 '25 20:10

PAGE 1 OF 3

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

| | | | |
|---|---|---|---|
| CLIENT: | Clark Patterson Lee | PROJECT # : | 25-6818 |
| ADDRESS: | 26 IBM Road | SAMPLED BY: | T. McAfee |
| | Poughkeepsie, NY 12601 | | |
| CONTACT: | Lauren Tarsio | DATE SAMPLED: | 25-Jun-25 |
| | | STATE SAMPLED IN: | New York |
| PROJECT NAME: | Pre-Construction Environmental Testing | ANALYSIS METHOD: | PLM/NOB-PLM/QTEM |
| PROJECT BUILDING: | North Main Elementary School | | |
| PROJECT ADDRESS: | 212 North Main Street | TURN-AROUND TIME: | 5 Day |
| | Monroe, NY 10950 | | |

| Sample # | HAF | Floor | Space Name/ID | Location | Material |
|---|---|---|---|---|---|
| 6818-NMES-16 | 3092990 | | Room 201 | Suspended Ceiling | 2' x 2" Dot Spec Ceiling Tile |
| 6818-NMES-17 | 3092991 | | Room 208 | Suspended Ceiling | 2" x 2" Dot Spec Ceiling Tile |
| 6818-NMES-18 | 3092992 | | First Floor | Suspended Ceiling, Older | 2' x 4' Dot Canyon Ceiling Tile |
| 6818-NMES-19 | 3092993 | | First Floor | Suspended Ceiling, Older | 2' x 4' Dot Canyon Ceiling Tile |
| 6818-NMES-20 | 3092994 | | First Floor | Suspended Ceiling, Older | 2' x 4' Dot Canyon Ceiling Tile |
| 6818-NMES-21 | 3092995 | | Basement | Hallway, Suspended Ceiling (Newer) | 2' x 4' Dot Canyon Ceiling Tile |
| 6818-NMES-22 | 3092996 | | First Floor | Hallway, Suspended Ceiling (Newer) | 2' x 4' Dot Canyon Ceiling Tile |
| 6818-NMES-23 | | | Room 201 | Wall | Plaster (Separate Layers) |
| 6818-NMES-24 | | | Room 209 | Wall | Plaster (Separate Layers) |
| 6818-NMES-25 | | | Room 203 | Wall | Plaster (Separate Layers) |
| 6818-NMES-26 | | | Room 204 | Wall | Plaster (Separate Layers) |
| 6818-NMES-27 | | | Room 206 | Wall | Plaster (Separate Layers) |
| 6818-NMES-28 | | | First Floor | On Metal Duct | Confirmatory Insulation |
| 6818-NMES-29 | | | Basement | Hallway, Unwrapped, on Metal Pipe | Mudded Joint Packing |
| 6818-NMES-30 | | | Basement | Hallway, Wrapped, on Metal Pipe Elbow | Mudded Joint Packing |

Comments:

SUBMITTED BY: DATE: 7/1/25

RECEIVED BY: M D Varner DATE: JUL 1'25 20:10

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

CLIENT: Clark Patterson Lee
ADDRESS: 26 IBM Road
Poughkeepsie, NY 12601
CONTACT: Lauren Tarsio

PROJECT # : 25-6818
SAMPLED BY: T. McAfee
DATE SAMPLED: 25-Jun-25
STATE SAMPLED IN: New York
ANALYSIS METHOD: PLM/NOB-PLM/QTEM
TURN-AROUND TIME: 5 Day

PROJECT NAME: Pre-Construction Environmental Testing
PROJECT BUILDING: North Main Elementary School
PROJECT ADDRESS: 212 North Main Street
Monroe, NY 10950

| Sample # | UNI | Floor | Space Name/ID | Location | Material |
|---|---|---|---|---|---|
| 6818-NMES-31 | | | First Floor | New Main Entrance, on Metal Pipe Elbow | Mudded Joint Packing |
| 6818-NMES-32 | | | Basement | Steamline, on Metal Pipe | Pipe Insulation |
| 6818-NMES-33 | | | Basement | Steamline, on Metal Pipe | Pipe Insulation |
| 6818-NMES-34 | | | Basement | Steamline, on Metal Pipe | Pipe Insulation |
| 6818-NMES-35 | 3092997 | | Room 201 | Floor, on Wood | 12" x 12" Floor Tile & Mastic (Separate Layers) |
| 6818-NMES-36 | 3092998 | | Room 204 | Floor, on Wood | 12" x 12" Floor Tile & Mastic (Separate Layers) |
| 6818-NMES-37 | 3092999 | | Room 209 | Floor, on Wood | 12" x 12" Floor Tile & Mastic (Separate Layers) |
| 6818-NMES-38 | | | Shed | Wall | CMU & Mortar (Separate Layers) |
| 6818-NMES-39 | | | Shed | Wall | CMU & Mortar (Separate Layers) |
| 6818-NMES-40 | 3093000 | | Shed | Roof | Roofing |
| 6818-NMES-41 | 3093001 | | Shed | Roof | Roofing |

Comments:

SUBMITTED BY: [signature] DATE: 7/1/25

RECEIVED BY: MD Vorhees JUL 1 '25 20:10 DATE:

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Date Collected : 06/25/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/08/2025
Analyzed By : Damien Warner
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6818-NMES-16 | 6818-NMES-17 | 6818-NMES-18 | 6818-NMES-19 |
|---|---|---|---|---|---|
| Layer Number | | | | | |
| Lab ID Number | | 3092990 | 3092991 | 3092992 | 3092993 |
| Sample Location | | Room 201, Suspended Ceiling | Room 208, Suspended Ceiling | 1st Floor, Suspended Ceiling, Older | 1st Floor, Suspended Ceiling, Older |
| Sample Description | | 2" x 2" Dot Spec Ceiling Tile | 2" x 2" Dot Spec Ceiling Tile | 2' x 4' Dot Spec Ceiling Tile | 2' x 4' Dot Spec Ceiling Tile |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | Yes | Yes | Yes | Yes |
| | Homogenous | No | No | No | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Beige/White | Beige/White | Beige/White | Beige/White |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 14.7 | 15.1 | 20.5 | 19.9 |
| | % Carbonates | 11.1 | 43.0 | 63.7 | 27.5 |
| | % Other Inorganic | 74.2 | 41.9 | 15.8 | 52.6 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Date Collected : 06/25/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/08/2025
Analyzed By : Damien Warner
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | | 6818-NMES-20 | 6818-NMES-21 | 6818-NMES-22 | 6818-NMES-35 |
|---|---|---|---|---|---|
| Layer Number | | | | | 1 |
| Lab ID Number | | 3092994 | 3092995 | 3092996 | 3092997 |
| Sample Location | | 1st Floor, Suspended Ceiling, Older | Basement, Hallway, Suspended Ceiling, (Newer) | 1st Floor, Hallway, Suspended Ceiling, (Newer) | Room 201, Floor, On Wood |
| Sample Description | | 2' x 4' Dot Spec Ceiling Tile | 2' x 4' Dot Spec Ceiling Tile | 2' x 4' Dot Spec Ceiling Tile | 12" x 12" Floor Tile & Mastic (Tile Layer) |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | Yes | Yes | Yes | No |
| | Homogenous | No | No | No | Yes |
| | Fibrous | Yes | Yes | Yes | No |
| | Color | Beige/White | Beige/White | Beige/White | White |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 19.4 | 9.4 | 28.6 | 18.5 |
| | % Carbonates | 44.1 | 15.3 | 26.1 | 78.4 |
| | % Other Inorganic | 36.5 | 75.3 | 45.3 | 3.1 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
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AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.

**Bulk Sample Results**

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/25/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/08/2025
Analyzed By : Damien Warner
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number | | 6818-NMES-35 | 6818-NMES-36 | 6818-NMES-36 | 6818-NMES-37 |
|---|---|---|---|---|---|
| Layer Number | | 2 | 1 | 2 | 1 |
| Lab ID Number | | 3092997 | 3092998 | 3092998 | 3092999 |
| Sample Location | | Room 201, Floor, On Wood | Room 204, Floor, On Wood | Room 204, Floor, On Wood | Room 209, Floor, On Wood |
| Sample Description | | 12" x 12" Floor Tile & Mastic (Mastic Layer) | 12" x 12" Floor Tile & Mastic (Tile Layer) | 12" x 12" Floor Tile & Mastic (Mastic Layer) | 12" x 12" Floor Tile & Mastic (Tile Layer) |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | No | No |
| | Homogenous | Yes | Yes | Yes | Yes |
| | Fibrous | No | No | No | No |
| | Color | Black | White | Black | White |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 88.9 | 16.9 | 89.4 | 21.0 |
| | % Carbonates | 0.4 | 80.6 | 0.6 | 76.1 |
| | % Other Inorganic | 10.7 | 2.5 | 10.0 | 2.9 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected. Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
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# Eastern Analytical Services, Inc.

## Bulk Sample Results

RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 06/25/2025
Collected By : T. McAfee
Date Received : 07/01/2025
Date Analyzed : 07/08/2025
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Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| | | | | |
|---|---|---|---|---|
| Sample ID Number | | 6818-NMES-37 | 6818-NMES-40 | 6818-NMES-41 |
| Layer Number | | 2 | | |
| Lab ID Number | | 3092999 | 3093000 | 3093001 |
| Sample Location | | Room 209, Floor, On Wood | Shed, Roof | Shed, Roof |
| Sample Description | | 12" x 12" Floor Tile & Mastic (Mastic Layer) | Roofing | Roofing |
| Analytical Method | | NOB Plm | NOB Plm | NOB Plm |
| Appearance | Layered | No | No | No |
| | Homogenous | Yes | Yes | Yes |
| | Fibrous | No | No | No |
| | Color | Black | Black | Black |
| Asbestos Content | % Amosite | ND | ND | ND |
| | % Chrysotile | ND | ND | ND |
| | % Other | ND | ND | ND |
| | % Total Asbestos | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present | % Organic | 53.8 | 87.7 | 86.4 |
| | % Carbonates | 36.6 | 1.1 | 1.5 |
| | % Other Inorganic | 9.6 | 11.2 | 12.1 |

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This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.
## Chain of Custody Form

| | | | |
|---|---|---|---|
| EAS Client: | QuES&T, Inc.<br>1376 Route 9<br>Wappingers Falls, NY 12590 | EAS Batch No. | 2503674 |
| | | Turn-Around: | 5 Day |
| | | Shipped Via: | NY DB004 |
| Analyte: | Grav Plm | State of Origin: | NY |
| No. of Samples Received: | 12 | Sample Disposition: | Standard x<br>Return |
| No. of Samples Analyzed: | 12 | | |
| Client Project Number/Name: | RE: CPN 256818 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY | | |

Lab ID Numbers: 3092990-3092996;3092997-3092999;3093000-3093001

| | | | | |
|---|---|---|---|---|
| Collected By: | T. McAfee | | Date: 06/25/2025 | |
| Received By: | Matthew D. Warner |  | Date: 07/01/2025 | Time: 2010 |
| Logged In By: | Matthew D. Warner |  | Date: 07/03/2025 | |
| Prepped By: | Damien Warner |  | Date: 07/08/2025 | |
| Analyzed By : | Damien Warner |  | Date: 07/08/2025 | Time: 1600 |
| Re-Analyzed By: | | | Date: | |
| Checked By: | Damien Warner |  | Date: 07/14/2025 | |
| E-Transmitted By: | Damien Warner |  | Date: 07/14/2025 | Time: 1351 |
| Logged Out By: | | | Date: | |

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

| | | | |
|---|---|---|---|
| CLIENT: | Clark Patterson Lee | PROJECT # : | 25-6818 |
| ADDRESS: | 26 IBM Road | SAMPLED BY: | T. McAfee |
| | Poughkeepsie, NY 12601 | | |
| CONTACT: | Lauren Tarsio | DATE SAMPLED: | 25-Jun-25 |
| | | STATE SAMPLED IN: | New York |
| PROJECT NAME: | Pre-Construction Environmental Testing | ANALYSIS METHOD: | PLM/NOB-PLM/QTEM |
| PROJECT BUILDING: | North Main Elementary School | | |
| PROJECT ADDRESS: | 212 North Main Street | TURN-AROUND TIME: | 5 Day |
| | Monroe, NY 10950 | | |

| Sample # | HA | Floor | Space Name/ID # | Location | Material |
|---|---|---|---|---|---|
| 6818-NMES-01 | | | Boiler Room | Breeching to Chimney Penetration | Cementitious Packing |
| 6818-NMES-02 | | | Boiler Room | Breeching to Chimney Penetration | Cementitious Packing |
| 6818-NMES-03 | | | Boiler Room | Boiler 1 | Breeching |
| 6818-NMES-04 | | | Boiler Room | Boiler 1 | Breeching |
| 6818-NMES-05 | | | Boiler Room | Boiler 1 | Breeching |
| 6818-NMES-06 | | | Boiler Room | Boiler 1 | Gasket |
| 6818-NMES-07 | | | Boiler Room | Boiler 1 | Gasket |
| 6818-NMES-08 | | | Boiler Room | Boiler 1 | Jacket Insulation |
| 6818-NMES-09 | | | Boiler Room | Boiler 2 | Jacket Insulation |
| 6818-NMES-10 | | | Boiler Room | Boiler 2 | Rope Gasket |
| 6818-NMES-11 | | | Boiler Room | Boiler 2 | Rope Gasket |
| 6818-NMES-12 | | | Boiler Room | Boiler 2, Interior, Between Sections | Rope Gasket |
| 6818-NMES-13 | | | Boiler Room | Boiler 2, Interior Hatch | Rope Gasket |
| 6818-NMES-14 | | | Boiler Room | Boiler 2, Interior Hatch | Door Insulation |
| 6818-NMES-15 | | | Boiler Room | Boiler 2, Interior Hatch | Door Insulation |

omments:

UBMITTED BY: DATE: 7/1/25

ECEIVED BY: MD WARNER JUL 1 '25 20:16 DATE:

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

| | | | |
|---|---|---|---|
| CLIENT: | Clark Patterson Lee | PROJECT # : | 25-6818 |
| ADDRESS: | 26 IBM Road | SAMPLED BY: | T. McAfee |
| | Poughkeepsie, NY 12601 | | |
| CONTACT: | Lauren Tarsio | DATE SAMPLED: | 25-Jun-25 |
| | | STATE SAMPLED IN: | New York |
| PROJECT NAME: | Pre-Construction Environmental Testing | ANALYSIS METHOD: | PLM/NOB-PLM/QTEM |
| PROJECT BUILDING: | North Main Elementary School | | |
| PROJECT ADDRESS: | 212 North Main Street | TURN-AROUND TIME: | 5 Day |
| | Monroe, NY 10950 | | |

| Sample # | QAI | Floor | Space Name/ID | Location | Material |
|---|---|---|---|---|---|
| 6818-NMES-16 | 3092990 | | Room 201 | Suspended Ceiling | 2" x 2" Dot Spec Ceiling Tile |
| 6818-NMES-17 | 3092991 | | Room 208 | Suspended Ceiling | 2" x 2" Dot Spec Ceiling Tile |
| 6818-NMES-18 | 3092992 | | First Floor | Suspended Ceiling, Older | 2' x 4' Dot Canyon Ceiling Tile |
| 6818-NMES-19 | 3092993 | | First Floor | Suspended Ceiling, Older | 2' x 4' Dot Canyon Ceiling Tile |
| 6818-NMES-20 | 3092994 | | First Floor | Suspended Ceiling, Older | 2' x 4' Dot Canyon Ceiling Tile |
| 6818-NMES-21 | 3092995 | | Basement | Hallway, Suspended Ceiling (Newer) | 2' x 4' Dot Canyon Ceiling Tile |
| 6818-NMES-22 | 3092996 | | First Floor | Hallway, Suspended Ceiling (Newer) | 2' x 4' Dot Canyon Ceiling Tile |
| 6818-NMES-23 | | | Room 201 | Wall | Plaster (Separate Layers) |
| 6818-NMES-24 | | | Room 209 | Wall | Plaster (Separate Layers) |
| 6818-NMES-25 | | | Room 203 | Wall | Plaster (Separate Layers) |
| 6818-NMES-26 | | | Room 204 | Wall | Plaster (Separate Layers) |
| 6818-NMES-27 | | | Room 206 | Wall | Plaster (Separate Layers) |
| 6818-NMES-28 | | | First Floor | On Metal Duct | Confirmatory Insulation |
| 6818-NMES-29 | | | Basement | Hallway, Unwrapped, on Metal Pipe | Mudded Joint Packing |
| 6818-NMES-30 | | | Basement | Hallway, Wrapped, on Metal Pipe Elbow | Mudded Joint Packing |

Comments:

SUBMITTED BY: DATE: 7/1/25

RECEIVED BY: JUL 1 '25 20:10 DATE:

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

CLIENT: Clark Patterson Lee
ADDRESS: 26 IBM Road
Poughkeepsie, NY 12601
CONTACT: Lauren Tarsio

PROJECT #: 25-6818
SAMPLED BY: T. McAfee
DATE SAMPLED: 25-Jun-25
STATE SAMPLED IN: New York
ANALYSIS METHOD: PLM/NOB-PLM/QTEM

PROJECT NAME: Pre-Construction Environmental Testing
PROJECT BUILDING: North Main Elementary School
PROJECT ADDRESS: 212 North Main Street
Monroe, NY 10950

TURN-AROUND TIME: 5 Day

| Sample # | IDM # | Color | Space Name/ID | Location | Material |
|---|---|---|---|---|---|
| 6818-NMES-31 | | | First Floor | New Main Entrance, on Metal Pipe Elbow | Mudded Joint Packing |
| 6818-NMES-32 | | | Basement | Steamline, on Metal Pipe | Pipe Insulation |
| 6818-NMES-33 | | | Basement | Steamline, on Metal Pipe | Pipe Insulation |
| 6818-NMES-34 | | | Basement | Steamline, on Metal Pipe | Pipe Insulation |
| 6818-NMES-35 | 3092997 | | Room 201 | Floor, on Wood | 12" x 12" Floor Tile & Mastic (Separate Layers) |
| 6818-NMES-36 | 3092998 | | Room 204 | Floor, on Wood | 12" x 12" Floor Tile & Mastic (Separate Layers) |
| 6818-NMES-37 | 3092999 | | Room 209 | Floor, on Wood | 12" x 12" Floor Tile & Mastic (Separate Layers) |
| 6818-NMES-38 | | | Shed | Wall | CMU & Mortar (Separate Layers) |
| 6818-NMES-39 | | | Shed | Wall | CMU & Mortar (Separate Layers) |
| 6818-NMES-40 | 3093000 | | Shed | Roof | Roofing |
| 6818-NMES-41 | 3093001 | | Shed | Roof | Roofing |

Comments:

SUBMITTED BY: [signature] DATE: 7/1/25

RECEIVED BY: MD Kramer JUL 1 '25 20:10 DATE:

# Eastern Analytical Services, Inc.



**Bulk Sample Results**

RE: CPN 257100 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Client: QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

Date Collected : 08/04/2026
Collected By : T. McAfee
Date Received : 08/06/2026
Date Analyzed : 08/07/2026
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.1
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

| Sample ID Number / Layer Number | | 7100-NMES-ADD-05 | 7100-NMES-ADD-06 | 7100-NMES-ADD-07 | 7100-NMES-ADD-08 |
|---|---|---|---|---|---|
| Lab ID Number | | 3193257 | 3193258 | 3193259 | 3193260 |
| Sample Location | | 1972 Build Exterior, Soffit | 1972 Build Exterior, Soffit | 1972 Build Exterior, Soffit, Near Kitchen | 1972 Build Exterior, Soffit, Near Kitchen |
| Sample Description | | Transite Panel | Transite Panel | Fiberboard Panel | Fiberboard Panel |
| Method of Quantification | | Point Count | Point Count | Scanning Option | Scanning Option |
| Appearance | Layered | Yes | Yes | Yes | Yes |
| | Homogenous | No | No | No | No |
| | Fibrous | Yes | Yes | Yes | Yes |
| | Color | Gray/White | Gray/White | Brown/White | Brown/White |
| Sample Treatment | | Homogenized | Homogenized | Homogenized | Homogenized |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | 5.7 | 6.2 | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | 5.7 | 6.2 | ND | ND |
| Other Fibrous Materials Present | % Fibrous Glass | ND | ND | ND | ND |
| | % Cellulose | ND | ND | 60.0 | 55.0 |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | ND | ND | ND | ND |
| Non-Fibrous Materials Present | % Silicates | ND | ND | 10.0 | 10.0 |
| | % Carbonates | ND | ND | ND | ND |
| | % Other | ND | ND | ND | ND |
| | % Unidentified | 94.3 | 93.8 | 30.0 | 35.0 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. ND = Not Detected. Reporting Limit is <1%.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Can Not Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing. Samples received in acceptable condition unless otherwise noted.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.



**Bulk Sample Results**

RE: CPN 257100 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Date Collected : 08/04/2026
Collected By : T. McAfee
Date Received : 08/06/2026
Date Analyzed : 08/10/2026
Analyzed By : George Htay
Signature :
Analytical Method : NYS-DOH 198.6
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | 7100-NMES-ADD-01 | 7100-NMES-ADD-02 | 7100-NMES-ADD-03 | 7100-NMES-ADD-04 |
|---|---|---|---|---|
| Layer Number | | | | |
| Lab ID Number | 3193218 | 3193219 | 3193220 | 3193221 |
| Sample Location | 2nd Floor, Classroom 301, Above Suspended Ceiling, On Plaster | 2nd Floor, Classroom 301, Above Suspended Ceiling, On Plaster | 2nd Floor, Classroom 301, Above Suspended Ceiling, On Plaster | 2nd Floor, Classroom 301, Above Suspended Ceiling, On Plaster |
| Sample Description | 1' x 1' Ceiling Tile | 1' x 1' Ceiling Tile | Glue Dab | Glue Dab |
| Analytical Method | NOB Plm | NOB Plm | NOB Plm | NOB Plm |
| Appearance: Layered | Yes | Yes | No | No |
| Homogenous | No | No | Yes | Yes |
| Fibrous | Yes | Yes | No | No |
| Color | Brown/White | Brown/White | Brown | Brown |
| Asbestos Content: % Amosite | ND | ND | ND | ND |
| % Chrysotile | ND | ND | ND | ND |
| % Other | ND | ND | ND | ND |
| % Total Asbestos | ND Inconclusive | ND Inconclusive | ND Inconclusive | ND Inconclusive |
| Other Materials Present: % Organic | 82.7 | 77.5 | 50.4 | 50.2 |
| % Carbonates | 1.0 | 1.3 | 1.6 | 2.0 |
| % Other Inorganic | 16.3 | 21.2 | 48.0 | 47.8 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
These Results Cannot Be Used To Claim That NOB Items Tested Are Non-Asbestos Containing (Unless "% Other Inorganic", As Reported Above, Is Less Than One Percent).
This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

# Eastern Analytical Services, Inc.



**Bulk Sample Results**

RE: CPN 257100 - Clark Patterson Lee - Pre-Construction Environmental Testing - North Main Elementary School - 212 North Main Street - Monroe, NY

Date Collected : 08/04/2026
Collected By : T. McAfee
Date Received : 08/06/2026
Date Analyzed : 08/12/2026
Analyzed By : Fahrudin Lalic
Signature :
Analytical Method : NYS-DOH 198.4
NVLAP Lab Code : 101646-0 (Testing)
NYS Lab No. 10851
Paul Stascavage ,Lab Director

Client QuES&T, Inc.
1376 Route 9
Wappingers Falls, NY 12590

| Sample ID Number | 7100-NMES-ADD-01 | 7100-NMES-ADD-02 | 7100-NMES-ADD-03 | 7100-NMES-ADD-04 |
|---|---|---|---|---|
| Layer Number | | | | |
| Lab ID Number | 3193218 | 3193219 | 3193220 | 3193221 |
| Sample Location | 2nd Floor, Classroom 301, Above Suspended Ceiling, On Plaster | 2nd Floor, Classroom 301, Above Suspended Ceiling, On Plaster | 2nd Floor, Classroom 301, Above Suspended Ceiling, On Plaster | 2nd Floor, Classroom 301, Above Suspended Ceiling, On Plaster |
| Sample Description | 1' x 1' Ceiling Tile | 1' x 1' Ceiling Tile | Glue Dab | Glue Dab |

| | | | | | |
|---|---|---|---|---|---|
| Analytical Method | | NOB Tem | NOB Tem | NOB Tem | NOB Tem |
| Appearance | Layered | Yes | Yes | No | No |
| | Homogenous | No | No | Yes | Yes |
| | Fibrous | Yes | Yes | No | No |
| | Color | Brown/White | Brown/White | Brown | Brown |
| Asbestos Content | % Amosite | ND | ND | ND | ND |
| | % Chrysotile | ND | ND | 4.8 | 7.2 |
| | % Other | ND | ND | ND | ND |
| | % Total Asbestos | ND | ND | 4.8 | 7.2 |
| Other Materials Present | % Organic | 82.7 | 77.5 | 50.4 | 50.2 |
| | % Carbonates | 1.0 | 1.3 | 1.6 | 2.0 |
| | % Other Inorganic | 16.3 | 21.2 | 43.2 | 40.6 |

Results Applicable To Those Items Tested. Report Cannot be Reproduced, Except Entirely, Without Written Approval of the Laboratory. Samples received in acceptable condition unless otherwise noted. ND = Not Detected.
Liability Limited To Cost Of Analysis. This Report Must Not be Used by the Client to Claim Product Endorsement by NVLAP or Any Agency of the US Government.
AIHA LAP, LLC No. 100263 Rhode Island DOH No. AAL-072 Massachusetts DOL No. A A 000072 Connecticut DOH No. PH-0622 Maine DEP No. LA-024 Vermont DOH No. AL-709936

Quality Environmental Solutions and Technologies, Inc.
Bulk Sample Chain of Custody

CLIENT: Clark Patterson Lee
ADDRESS: 26 IBM Rd
Poughkeepsie, NY, 12601
CONTACT: Lauren Tarsio

PROJECT # : 25-7100
SAMPLED BY: T. McAfee

DATE SAMPLED: 4-Aug-26
STATE SAMPLED IN: New York
ANALYSIS METHOD: PLM, NOB-PLM, QTEM

PROJECT NAME: Pre-Construction Environmental Testing
PROJECT BUILDING: North Main Elementary School
PROJECT ADDRESS: 212 N Main St, Monroe, NY 10950

TURN-AROUND TIME: 2-DAY

| Sample | HM# | Floor | Space Name/ID # | Location | Material | Results |
|---|---|---|---|---|---|---|
| 7100-NMES-ADD-01 | 1 | 2 | Classroom 301 | Above Suspended Ceiling, on Plaster | 1'x1' Ceiling Tile | |
| 7100-NMES-ADD-02 | 1 | 2 | Classroom 301 | Above Suspended Ceiling, on Plaster | 1'x1' Ceiling Tile | |
| 7100-NMES-ADD-03 | 2 | 2 | Classroom 301 | Above Suspended Ceiling, on Plaster | Glue Dab | |
| 7100-NMES-ADD-04 | 2 | 2 | Classroom 301 | Above Suspended Ceiling, on Plaster | Glue Dab | |
| 7100-NMES-ADD-05 | 3 | | 1972 Build Exterior | Soffit | Transite Panel | 3193257 |
| 7100-NMES-ADD-06 | 3 | | 1972 Build Exterior | Soffit | Transite Panel | 3193258 |
| 7100-NMES-ADD-07 | 4 | | 1972 Build Exterior | Soffit, near Kitchen | Fiberboard Panel | 3193259 |
| 7100-NMES-ADD-08 | 4 | | 1972 Build Exterior | Soffit, near Kitchen | Fiberboard Panel | 3193260 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Comments:

SUBMITTED BY:

DATE: 8/6/26

RECEIVED BY: MDWarren

AUG 6'26 20:50
DATE:

PAGE 1 OF 1

# Appendix C:

# PERSONNEL LICENSES & CERTIFICATIONS

# NEW YORK STATE

## MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")

## CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

## Minority Business Enterprise (MBE)

pursuant to New York State Executive Law, Article 15-A to:

## Quality Environmental Solutions & Technologies Inc. DBA QuEST

**Certification Awarded on:** May 13, 2024
**Expiration Date:** May 13, 2029
**File ID#:** 49952

NEW YORK STATE OF OPPORTUNITY. Division of Minority and Women's Business Development

A Division of Empire State Development

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

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

# ASBESTOS HANDLING LICENSE

Quality Environmental Solutions & Technologies, Inc.
1376 Route 9, Wappinger Falls, NY, 12590

License Number: 29085
License Class: RESTRICTED
Date of Issue: 01/02/2025
Expiration Date: 01/31/2026
Duly Authorized Representative: Lawrence J Holzapfel

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

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

Amy Phillips, Director
For the Commissioner of Labor

**NEW YORK STATE DEPARTMENT OF HEALTH**
**WADSWORTH CENTER**

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

## CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

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

*MR. PAUL STASCAVAGE* *NY Lab Id No: 10851*
*EAS INC - EASTERN ANALYTICAL SERVICES INC*
*4 WESTCHESTER PLAZA*
*ELMSFORD, NY 105231610*

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

**Miscellaneous**

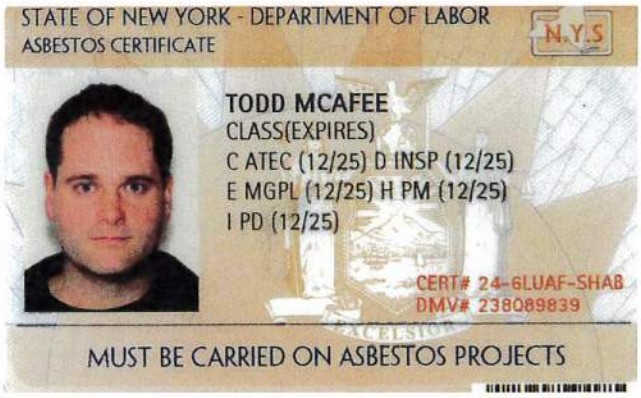
| | |
|---|---|
| Asbestos in Friable Material | Item 198.1 of Manual |
| | EPA 600/M4/82/020 |
| Asbestos in Non-Friable Material-PLM | Item 198.6 of Manual (NOB by PLM) |
| Asbestos in Non-Friable Material-TEM | Item 198.4 of Manual |
| Asbestos-Vermiculite-Containing Mate | Item 198.8 of Manual |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

**Sample Preparation Methods**

| | |
|---|---|
| | EPA 3050B |

Serial No.: 70280

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




IF FOUND, RETURN TO:

NYSDOL - L&C UNIT

ROOM 161A BUILDING 12

STATE OFFICE CAMPUS

ALBANY NY 12226

01213 007422029 46

NYC DEP ASBESTOS CONTROL PROGRAM

ASBESTOS CERTIFICATE



**MCAFEE,**
TODD
INVESTIGATOR
143223

EXPIRES: 12/25/2025
DOB:12/25/1977 M 5' 08"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

**DMV ID: 238089839**

**This certificate must be shown to a NYCDEP representative upon request. Report loss immediately to NYCDEP Asbestos Control Program, 8th floor 59-17 Junction Blvd., Flushing, NY 11373**

.01213 006706674 66

**SECTION 004000**
**FORM OF PROPOSAL - GENERAL CONSTRUCTION**

**DATED:** _____

Bid from: Name: _____
Address: _____
_____
_____
Phone No.: _____
Fax No.: _____

Bid to: Monroe-Woodbury Central School District
278 Route 32
Central Valley, NY 10917

Bid for: 2023 BOND: NORTH MAIN ELEMENTARY SCHOOL
GENERAL CONSTRUCTION

**BASE BID**

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

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

Total Lump Sum Base Bid (in words): _____

_____

**ADDENDA RECEIVED**

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

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

**BID GUARANTEE**

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

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

**TIME OF COMPLETION**

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

**ALLOWANCES**

The Bidder acknowledges that all Allowances, pursuant to their Contract, have been included in the Base Bid. Should the following allowance(s) exceed ,or be less than, the cost of selected items, the difference in cost shall be added to, or credited to, the Owner's Contract. Refer to Specification Section 012100 "Allowances" for description of each allowance.

| | Allowance Amount: |
|---|---|
| General CONSTRUCTION; GC-1 | $250,000.00 |

**ALTERNATE BIDS**

A. Enter a whole dollar amount, even if it is zero ($ 0), for each Alternate Bid. Do not leave any Alternate Bid amount blank. If any Alternate Bid amount is left blank, it will be assumed the Bidder will provide that Alternate Bid for no change, neither increase to nor decrease from, the Base Bid amount.

B. **GENERAL CONSTRUCTION**

**Alternate Bid No. GC-1**; Lower Playground Drainage
**ADD to** | the base bid a total sum of:
(in numbers) $ _____
(in words) _____

**Alternate Bid No. GC-2**; Fiber and Power Line to Lower Playground
**ADD to** | the base bid a total sum of:
(in numbers) $ _____
(in words) _____

**Alternate Bid No. GC-3**; New Enlarged Louver Openings at Unit Ventilators
**ADD to** | the base bid a total sum of:
(in numbers) $ _____
(in words) _____

**UNIT PRICES**

Enter in unit prices from spec section 012700. (Unit prices are used in anticipation that there will be additional quantities of materials and labor not expressly indicated on the contract documents.)

1. **GENERAL CONSTRUCTION (GC)**
   a. GC- 1 : Brick Replacement
      **ADD** $ _____ SF / **DEDUCT** $ _____ SF

b. GC- 2 : Repointing Brick
**ADD** $ _____ SF / **DEDUCT** $ _____ SF

c. GC- 3 : Interior Painting
**ADD** $ _____ SF / **DEDUCT** $ _____ SF

d. GC- 4 : Provide and install VCT floor tile:
**ADD** $ _____ SF / **DEDUCT** $ _____ SF

e. GC- 5 : Remove non-asbestos bearing plaster:
**ADD** $ _____ SF / **DEDUCT** $ _____ SF

f. GC- 6 : Provide and install ACT ceiling.
**ADD** $ _____ SF / **DEDUCT** $ _____ SF

g. GC- 7 : Remove and replace steel lintel
**ADD** $ _____ LF / **DEDUCT** $ _____ LF

h. GC- 8 : Provide and install Gypsum Wall Board
**ADD** $ _____ SF / **DEDUCT** $ _____ SF

**BID SECURITY**

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

**NEW YORK STATE DEPARTMENT OF LABOR CONTRACTOR REGISTRY**

Pursuant to New York State Department of Labor requirements, Contractor to submit with the bid, a copy of their Contractor Certificate of Registration which is attached to, and made part of, this Proposal.

**IRAN DIVESTMENT ACT CERTIFICATION**

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

**EXECUTIVE ORDER NO. 16 - PROHIBITING STATE AGENCIES AND AUTHORITIES FROM CONTRACTING WITH BUSINESSES CONDUCTNG BUSINESS IN RUSSIA**

Contractor to submit with the bid, Certification under Executive Order No. 16: prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia, which hereto is made a part of this Form of Proposal and is attached at the end of this Form of Proposal.

**REPRESENTATIONS**

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

1. It has examined the Contract Documents, the site of the proposed Work, is familiar with the local conditions at the place where the Work is to be performed and fully comprehends the requirements and intent of the plans and specifications for this Project in accordance with the drawings, specifications and other Contract Documents prepared by CPL, the Owners Consultant, for this Project.
2. It has examined and reviewed, where applicable, all information and data in the Contract Documents related to existing underground facilities at or contiguous to the site. Bidder shall require of the Owner or Architect no further investigations, explorations, tests or reports with respect to such underground facilities in order for the Bidder to perform the Work of the Proposal within the Contract Time and in accordance with the Contract Documents.
3. It has given notice to the Architect, as required by the Contract Documents of any and all discrepancies it has discovered and accepts the resolution of those discrepancies offered by the Architect.
4. Pursuant to New York State General Municipal Law section 103-d, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
   a. The prices in this bid have been arrived at independently without collusion, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
   b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or competitor; and
   c. No attempt has been made or will be made by bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
5. The proposal is based upon the materials, equipment and systems required by the Contract Documents, without exception, unless otherwise set forth in this Proposal in detail.

**CHANGE ORDERS**

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

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

**NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

**ACCEPTANCE**

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

**AFFIRMS**

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

**TYPE OF BUSINESS**

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

**PLACE OF BUSINESS**

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

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

**EXECUTION OF CONTRACT**

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

**ASBESTOS**

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

**AUTHORIZED SIGNATURES FOR PROPOSALS**

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

| | |
|---|---|
| Date: | |

*(if Corporation, provide seal above)*

**IRAN DIVESTMENT ACT CERTIFICATION**

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

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

NAME OF COMPANY: _____

*(Individual or Legal Name of Firm or Corporation)*

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____

*(Signature of Representative of Firm or Corporation)*

NAME: _____ TITLE: _____

*Please Print* *Please Print*

DATED: _____

SWORN to before me this

_____ day of _____ 20 ___

Notary Public: _____

**SEXUAL HARASSMENT POLICY/TRAINING AFFIRMATION**

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

Contractor Information:

Name of Contractor: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Contractor Website: _____

_____ _____ _____

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

**GENDER-BASED VIOLENCE AND WORKPLACE POLICY AFFIRMATION**

Pursuant to NYS State Finance Law §139-M, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Contractor Information:

Name of Contractor: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Contractor Website: _____

_____ _____ _____

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

**CERTIFICATION UNDER EXECUTIVE ORDER NO. 16**

Executive Order No 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia."

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitations or even award in the case of some solicitations.

As defined in Executive Order No. 6, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following.

_____ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

_____ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

_____ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

_____ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: _____

(legal entity)

By: _____

(signature)

Name: _____

Title: _____

Date: _____

**END OF SECTION 004000**

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**SECTION 004001**
**FORM OF PROPOSAL - ROOF CONSTRUCTION**

**DATED:** _____

Bid from: Name: _____
Address: _____
_____
_____
Phone No.: _____
Fax No.: _____

Bid to: Monroe-Woodbury Central School District
278 Route 32
Central Valley, NY 10917

Bid for: 2023 BOND: NORTH MAIN ELEMENTARY SCHOOL
[ ] ROOF CONSTRUCTION (RC)

**BASE BID**

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

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

Total Lump Sum Base Bid (in words): _____

_____

**ADDENDA RECEIVED**

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

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

**BID GUARANTEE**

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

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

**TIME OF COMPLETION**

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

**ALLOWANCES**

The Bidder acknowledges that all Allowances, pursuant to their Contract, have been included in the Base Bid. Should the following allowance(s) exceed ,or be less than, the cost of selected items, the difference in cost shall be added to, or credited to, the Owner's Contract. Refer to Specification Section 012100 "Allowances" for description of each allowance.

| | Allowance Amount: |
|---|---|
| Roofing Work , RC-1 | $150,000 |

**UNIT PRICES**

Enter in unit prices from spec section 012700. (Unit prices are used in anticipation that there will be additional quantities of materials and labor not expressly indicated on the contract documents.)

1. **ROOFING WORK (RC)**
   a. RC- 1 : Provide and install rigid insulation
      **ADD** $ _____20SF / **DEDUCT** $ _____20SF

   b. RC- 2 : Provide and install taper insulation
      **ADD** $ _____20SF / **DEDUCT** $ _____20SF

   c. RC- 3 : Provide and install wood blocking
      **ADD** $ _____ LF / **DEDUCT** $ _____ LF

   d. RC- 4 : Provide and install roof deck infill
      **ADD** $ _____ SF / **DEDUCT** $ _____ SF

   e. RC- 5 : Remove wet insulation, replace roof
      **ADD** $ _____ SF / **DEDUCT** $ _____ SF

**BID SECURITY**

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

**NEW YORK STATE DEPARTMENT OF LABOR CONTRACTOR REGISTRY**

Pursuant to New York State Department of Labor requirements, Contractor to submit with the bid, a copy of their Contractor Certificate of Registration which is attached to, and made part of, this Proposal.

**IRAN DIVESTMENT ACT CERTIFICATION**

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

**EXECUTIVE ORDER NO. 16 - PROHIBITING STATE AGENCIES AND AUTHORITIES FROM CONTRACTING WITH BUSINESSES CONDUCTNG BUSINESS IN RUSSIA**

Contractor to submit with the bid, Certification under Executive Order No. 16: prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia, which hereto is made a part of this Form of Proposal and is attached at the end of this Form of Proposal.

**REPRESENTATIONS**

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

1. It has examined the Contract Documents, the site of the proposed Work, is familiar with the local conditions at the place where the Work is to be performed and fully comprehends the requirements and intent of the plans and specifications for this Project in accordance with the drawings, specifications and other Contract Documents prepared by CPL, the Owners Consultant, for this Project.
2. It has examined and reviewed, where applicable, all information and data in the Contract Documents related to existing underground facilities at or contiguous to the site. Bidder shall require of the Owner or Architect no further investigations, explorations, tests or reports with respect to such underground facilities in order for the Bidder to perform the Work of the Proposal within the Contract Time and in accordance with the Contract Documents.
3. It has given notice to the Architect, as required by the Contract Documents of any and all discrepancies it has discovered and accepts the resolution of those discrepancies offered by the Architect.
4. Pursuant to New York State General Municipal Law section 103-d, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
    a. The prices in this bid have been arrived at independently without collusion, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
    b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or competitor; and
    c. No attempt has been made or will be made by bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
5. The proposal is based upon the materials, equipment and systems required by the Contract Documents, without exception, unless otherwise set forth in this Proposal in detail.

**CHANGE ORDERS**

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

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

**NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

**ACCEPTANCE**

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

**AFFIRMS**

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

**TYPE OF BUSINESS**

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

**PLACE OF BUSINESS**

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

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

**EXECUTION OF CONTRACT**

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

**ASBESTOS**

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

**AUTHORIZED SIGNATURES FOR PROPOSALS**

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

*(if Corporation, provide seal above)*

**IRAN DIVESTMENT ACT CERTIFICATION**

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

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

NAME OF COMPANY: _____

*(Individual or Legal Name of Firm or Corporation)*

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____

*(Signature of Representative of Firm or Corporation)*

NAME: _____ TITLE: _____

*Please Print* *Please Print*

DATED: _____

SWORN to before me this

_____ day of _____ 20 ___

Notary Public: _____

**SEXUAL HARASSMENT POLICY/TRAINING AFFIRMATION**

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

Contractor Information:

Name of Contractor: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Contractor Website: _____

_____ _____ _____

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

**GENDER-BASED VIOLENCE AND WORKPLACE POLICY AFFIRMATION**

Pursuant to NYS State Finance Law §139-M, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Contractor Information:

Name of Contractor: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Contractor Website: _____

_____ _____ _____

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

**CERTIFICATION UNDER EXECUTIVE ORDER NO. 16**

Executive Order No 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia."

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitations or even award in the case of some solicitations.

As defined in Executive Order No. 6, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following.

_____ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

_____ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

_____ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

_____ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: _____

(legal entity)

By: _____

(signature)

Name: _____

Title: _____

Date: _____

**END OF SECTION 004001**

**SECTION 004002**
**FORM OF PROPOSAL - MECHANICAL & PLUMBING CONSTRUCTION**

**DATED:** _____

Bid from: Name: _____
Address: _____
_____
_____
Phone No.: _____
Fax No.: _____

Bid to: Monroe-Woodbury Central School District
278 Route 32
Central Valley, NY 10917

Bid for: 2023 BOND: NORTH MAIN ELEMENTARY SCHOOL
MECHANICAL (HVAC) AND PLUMBING CONSTRUCTION

**BASE BID**

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

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

Total Lump Sum Base Bid (in words): _____

_____

**ADDENDA RECEIVED**

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

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

**BID GUARANTEE**

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

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

**TIME OF COMPLETION**

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

**ALLOWANCES**

The Bidder acknowledges that all Allowances, pursuant to their Contract, have been included in the Base Bid. Should the following allowance(s) exceed ,or be less than, the cost of selected items, the difference in cost shall be added to, or credited to, the Owner's Contract. Refer to Specification Section 012100 "Allowances" for description of each allowance.

| | Allowance Amount: |
|---|---|
| Mechanical & Plumbing Construction; MPC-1 | $250,000.00 |

**ALTERNATE BIDS**

Enter a whole dollar amount, even if it is zero ($ 0), for each Alternate Bid. Circle either "ADD to" or "DEDUCT from" for each Alternate Bid. If neither is circled, "DEDUCT from" will be assumed. Do not leave any Alternate Bid amount blank. If any Alternate Bid amount is left blank, it will be assumed the Bidder will provide that Alternate Bid for no change, neither increase to nor decrease from, the Base Bid amount.

**Alternate Bid No. MPC-1**; New Enlarged Louver Openings at Unit Ventilators
**ADD to** the base bid a total sum of:
(in numbers) $ _____
(in words) _____

**Alternate Bid No. MPC-2**; Clean Existing Ductwork
**ADD to** the base bid a total sum of:
(in numbers) $ _____
(in words) _____

**Alternate Bid No. MPC-3**; Abandon and Seal Existing Steam Pipes Above Ceilings
**DEDUCT from** the base bid a total sum of:
(in numbers) $ _____
(in words) _____

**Alternate Bid No. MPC-4**; New Split System HVAC for Kitchen

**ADD to** the base bid a total sum of:

(in numbers) $ _____

(in words) _____

**UNIT PRICES**

Refer to Specification Section 012200 - Unit Prices, for a description of each item. Should the value of the Work for this project be increased or decreased due to changes in design or based on field conditions, the Bidder agrees that the following unit prices will be used as the basis for an increase or decrease in the Contract amount. The difference between the “add” unit price and the “deduct” unit price for any item listed below shall not be greater than 20% of the “add” unit price.

1. **MECHANICAL AND PLUMBING WORK(MPC)**

a. MPC 1 Copper Piping- 1.25":
**ADD** $ _____ LF / **DEDUCT** $ _____ LF

b. MPC 2 Copper Piping- 1.5"-2.5"
**ADD** $ _____ LF / **DEDUCT** $ _____ LF

c. MPC 3 Black Piping- 3"-4"
**ADD** $ _____ LF / **DEDUCT** $ _____ LF

d. MPC 4 Black Piping- 5"- 6"
**ADD** $ _____ LF / **DEDUCT** $ _____ LF

e. MPC 5 Insulation- 1.25":
**ADD** $ _____ LF / **DEDUCT** $ _____ LF

f. MPC 6 Insulation- 1.5"-2.5"
**ADD** $ _____ LF / **DEDUCT** $ _____ LF

g. MPC 7 Insulation- 3" -4":
**ADD** $ _____ LF / **DEDUCT** $ _____ LF

h. MPC 8 Insulation- 5"-6"
**ADD** $ _____ LF / **DEDUCT** $ _____ LF

**BID SECURITY**

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

**NEW YORK STATE DEPARTMENT OF LABOR CONTRACTOR REGISTRY**

Pursuant to New York State Department of Labor requirements, Contractor to submit with the bid, a copy of their Contractor Certificate of Registration which is attached to, and made part of, this Proposal.

**IRAN DIVESTMENT ACT CERTIFICATION**

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

**EXECUTIVE ORDER NO. 16 - PROHIBITING STATE AGENCIES AND AUTHORITIES FROM CONTRACTING WITH BUSINESSES CONDUCTING BUSINESS IN RUSSIA**

Contractor to submit with the bid, Certification under Executive Order No. 16: prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia, which hereto is made a part of this Form of Proposal and is attached at the end of this Form of Proposal.

**REPRESENTATIONS**

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

1. It has examined the Contract Documents, the site of the proposed Work, is familiar with the local conditions at the place where the Work is to be performed and fully comprehends the requirements and intent of the plans and specifications for this Project in accordance with the drawings, specifications and other Contract Documents prepared by CPL, the Owners Consultant, for this Project.
2. It has examined and reviewed, where applicable, all information and data in the Contract Documents related to existing underground facilities at or contiguous to the site. Bidder shall require of the Owner or Architect no further investigations, explorations, tests or reports with respect to such underground facilities in order for the Bidder to perform the Work of the Proposal within the Contract Time and in accordance with the Contract Documents.
3. It has given notice to the Architect, as required by the Contract Documents of any and all discrepancies it has discovered and accepts the resolution of those discrepancies offered by the Architect.
4. Pursuant to New York State General Municipal Law section 103-d, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
    a. The prices in this bid have been arrived at independently without collusion, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
    b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or competitor; and
    c. No attempt has been made or will be made by bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
5. The proposal is based upon the materials, equipment and systems required by the Contract Documents, without exception, unless otherwise set forth in this Proposal in detail.

**CHANGE ORDERS**

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

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

**NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

**ACCEPTANCE**

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

**AFFIRMS**

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

**TYPE OF BUSINESS**

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

**PLACE OF BUSINESS**

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

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

**EXECUTION OF CONTRACT**

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

**ASBESTOS**

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

**AUTHORIZED SIGNATURES FOR PROPOSALS**

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

*(if Corporation, provide seal above)*

**IRAN DIVESTMENT ACT CERTIFICATION**

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

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

NAME OF COMPANY: _____

*(Individual or Legal Name of Firm or Corporation)*

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____

*(Signature of Representative of Firm or Corporation)*

NAME: _____ TITLE: _____

*Please Print* *Please Print*

DATED: _____

SWORN to before me this

_____ day of _____ 20 ___

Notary Public: _____

**SEXUAL HARASSMENT POLICY/TRAINING AFFIRMATION**

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

Contractor Information:

Name of Contractor: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Contractor Website: _____

_____ _____ _____

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

**GENDER-BASED VIOLENCE AND WORKPLACE POLICY AFFIRMATION**

Pursuant to NYS State Finance Law §139-M, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Contractor Information:

Name of Contractor: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Contractor Website: _____

_____ _____ _____

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

**CERTIFICATION UNDER EXECUTIVE ORDER NO. 16**

Executive Order No 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia."

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitations or even award in the case of some solicitations.

As defined in Executive Order No. 6, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following.

_____ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

_____ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

_____ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

_____ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: _____

(legal entity)

By: _____

(signature

Name: _____

Title:_____

Date: _____

**END OF SECTION 004002**

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**SECTION 004003**
**FORM OF PROPOSAL - ELECTRICAL CONSTRUCTION**

**DATED:** _____

Bid from: Name: _____
Address: _____
_____
_____
Phone No.: _____
Fax No.: _____

Bid to: Monroe-Woodbury Central School District
278 Route 32
Central Valley, NY 10917

Bid for: 2023 BOND: NORTH MAIN ELEMENTARY SCHOOL
ELECTRICAL CONSTRUCTION (EC)

**BASE BID**

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

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

Total Lump Sum Base Bid (in words): _____

_____

**ADDENDA RECEIVED**

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

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

**BID GUARANTEE**

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

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

**TIME OF COMPLETION**

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

**ALLOWANCES**

The Bidder acknowledges that all Allowances, pursuant to their Contract, have been included in the Base Bid. Should the following allowance(s) exceed ,or be less than, the cost of selected items, the difference in cost shall be added to, or credited to, the Owner's Contract. Refer to Specification Section 012100 "Allowances" for description of each allowance.

| | Allowance Amount: |
|---|---|
| Electrical Construction; EC-1 | $100,000.00 |

**ALTERNATE BIDS**

Enter a whole dollar amount, even if it is zero ($ 0), for each Alternate Bid. Circle either "ADD to" or "DEDUCT from" for each Alternate Bid. If neither is circled, "DEDUCT from" will be assumed. Do not leave any Alternate Bid amount blank. If any Alternate Bid amount is left blank, it will be assumed the Bidder will provide that Alternate Bid for no change, neither increase to nor decrease from, the Base Bid amount.

**Alternate Bid No. EC-1**; Fiber and Power Line to Lower Playground
**ADD to** | the base bid a total sum of:
(in numbers) $ _____
(in words) _____

**Alternate Bid No. EC-2**; New Split System HVAC for Kitchen
**ADD to** | the base bid a total sum of:
(in numbers) $ _____
(in words) _____

**BID SECURITY**

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

**NEW YORK STATE DEPARTMENT OF LABOR CONTRACTOR REGISTRY**

Pursuant to New York State Department of Labor requirements, Contractor to submit with the bid, a copy of their Contractor Certificate of Registration which is attached to, and made part of, this Proposal.

**IRAN DIVESTMENT ACT CERTIFICATION**

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

**EXECUTIVE ORDER NO. 16 - PROHIBITING STATE AGENCIES AND AUTHORITIES FROM CONTRACTING WITH BUSINESSES CONDUCTING BUSINESS IN RUSSIA**

Contractor to submit with the bid, Certification under Executive Order No. 16: prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia, which hereto is made a part of this Form of Proposal and is attached at the end of this Form of Proposal.

**REPRESENTATIONS**

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

1. It has examined the Contract Documents, the site of the proposed Work, is familiar with the local conditions at the place where the Work is to be performed and fully comprehends the requirements and intent of the plans and specifications for this Project in accordance with the drawings, specifications and other Contract Documents prepared by CPL, the Owners Consultant, for this Project.
2. It has examined and reviewed, where applicable, all information and data in the Contract Documents related to existing underground facilities at or contiguous to the site. Bidder shall require of the Owner or Architect no further investigations, explorations, tests or reports with respect to such underground facilities in order for the Bidder to perform the Work of the Proposal within the Contract Time and in accordance with the Contract Documents.
3. It has given notice to the Architect, as required by the Contract Documents of any and all discrepancies it has discovered and accepts the resolution of those discrepancies offered by the Architect.
4. Pursuant to New York State General Municipal Law section 103-d, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
    a. The prices in this bid have been arrived at independently without collusion, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
    b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or competitor; and
    c. No attempt has been made or will be made by bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
5. The proposal is based upon the materials, equipment and systems required by the Contract Documents, without exception, unless otherwise set forth in this Proposal in detail.

**CHANGE ORDERS**

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

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

**NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

**ACCEPTANCE**

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

**AFFIRMS**

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

**TYPE OF BUSINESS**

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

**PLACE OF BUSINESS**

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

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

**EXECUTION OF CONTRACT**

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

**ASBESTOS**

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

**AUTHORIZED SIGNATURES FOR PROPOSALS**

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

*(if Corporation, provide seal above)*

**IRAN DIVESTMENT ACT CERTIFICATION**

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

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

NAME OF COMPANY: _____

*(Individual or Legal Name of Firm or Corporation)*

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____

*(Signature of Representative of Firm or Corporation)*

NAME: _____ TITLE: _____

*Please Print* *Please Print*

DATED: _____

SWORN to before me this

_____ day of _____ 20 ___

Notary Public: _____

**SEXUAL HARASSMENT POLICY/TRAINING AFFIRMATION**

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

Contractor Information:

Name of Contractor: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Contractor Website: _____

_____ _____ _____

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

**GENDER-BASED VIOLENCE AND WORKPLACE POLICY AFFIRMATION**

Pursuant to NYS State Finance Law §139-M, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Contractor Information:

Name of Contractor: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Contractor Website: _____

_____ _____ _____

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

**CERTIFICATION UNDER EXECUTIVE ORDER NO. 16**

Executive Order No 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia."

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitations or even award in the case of some solicitations.

As defined in Executive Order No. 6, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following.

_____ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

_____ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

_____ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

_____ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: _____

(legal entity)

By: _____

(signature)

Name: _____

Title: _____

Date: _____

**END OF SECTION 004003**

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**SECTION 004004**
**FORM OF PROPOSAL - HAZARDOUS MATERIALS CONSTRUCTION**

**DATED:** _____

Bid from: Name: _____
Address: _____
_____
_____
Phone No.: _____
Fax No.: _____

Bid to: Monroe-Woodbury Central School District
278 Route 32
Central Valley, NY 10917

Bid for: 2023 BOND: NORTH MAIN ELEMENTARY SCHOOL
HAZARDOUS MATERIALS WORK (HMC)

**BASE BID**

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

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

Total Lump Sum Base Bid (in words): _____

_____

**ADDENDA RECEIVED**

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

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

**BID GUARANTEE**

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

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

**TIME OF COMPLETION**

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

**ALLOWANCES**

The Bidder acknowledges that all Allowances, pursuant to their Contract, have been included in the Base Bid. Should the following allowance(s) exceed ,or be less than, the cost of selected items, the difference in cost shall be added to, or credited to, the Owner's Contract. Refer to Specification Section 012100 "Allowances" for description of each allowance.

| | Allowance Amount: |
|---|---|
| Hazardous Materials Work HMC-1 | $200,000.00 |

**UNIT PRICES**

Refer to Specification Section 012200 - Unit Prices, for a description of each item. Should the value of the Work for this project be increased or decreased due to changes in design or based on field conditions, the Bidder agrees that the following unit prices will be used as the basis for an increase or decrease in the Contract amount. The difference between the "add" unit price and the "deduct" unit price for any item listed below shall not be greater than 20% of the "add" unit price.

1. **HAZARDOUS MATERIALS (HMC)**
   a. HMC- 1 : Abate Ceiling:
      **ADD** $ _____ SF / **DEDUCT** $ _____ SF

   b. HMC- 2 : Abate asbestos containing VCT:
      **ADD** $ _____ SF / **DEDUCT** $ _____ SF

   c. HMC- 3 : Abate asbestos containing insulation:
      **ADD** $ _____ SF / **DEDUCT** $ _____ SF

   d. HMC- 4 : Abate asbestos containing elbow:
      **ADD** $ _____ SF / **DEDUCT** $ _____ SF

**BID SECURITY**

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

**NEW YORK STATE DEPARTMENT OF LABOR CONTRACTOR REGISTRY**

Pursuant to New York State Department of Labor requirements, Contractor to submit with the bid, a copy of their Contractor Certificate of Registration which is attached to, and made part of, this Proposal.

**IRAN DIVESTMENT ACT CERTIFICATION**

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

**EXECUTIVE ORDER NO. 16 - PROHIBITING STATE AGENCIES AND AUTHORITIES FROM CONTRACTING WITH BUSINESSES CONDUCTING BUSINESS IN RUSSIA**

Contractor to submit with the bid, Certification under Executive Order No. 16: prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia, which hereto is made a part of this Form of Proposal and is attached at the end of this Form of Proposal.

**REPRESENTATIONS**

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

1. It has examined the Contract Documents, the site of the proposed Work, is familiar with the local conditions at the place where the Work is to be performed and fully comprehends the requirements and intent of the plans and specifications for this Project in accordance with the drawings, specifications and other Contract Documents prepared by CPL, the Owners Consultant, for this Project.
2. It has examined and reviewed, where applicable, all information and data in the Contract Documents related to existing underground facilities at or contiguous to the site. Bidder shall require of the Owner or Architect no further investigations, explorations, tests or reports with respect to such underground facilities in order for the Bidder to perform the Work of the Proposal within the Contract Time and in accordance with the Contract Documents.
3. It has given notice to the Architect, as required by the Contract Documents of any and all discrepancies it has discovered and accepts the resolution of those discrepancies offered by the Architect.
4. Pursuant to New York State General Municipal Law section 103-d, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
    a. The prices in this bid have been arrived at independently without collusion, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
    b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or competitor; and

c. No attempt has been made or will be made by bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

5. The proposal is based upon the materials, equipment and systems required by the Contract Documents, without exception, unless otherwise set forth in this Proposal in detail.

**CHANGE ORDERS**

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

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

**NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

**ACCEPTANCE**

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

**AFFIRMS**

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

**TYPE OF BUSINESS**

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

**PLACE OF BUSINESS**

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

| |
|---|
| Name of Contact Person: |
| Name of Business or Firm: |
| Address: |
| Address: |

| | |
|---|---|
| Telephone: | Fax: |
| Email Address: | |
| FEIN: Federal Employer Identification No.: | |

**EXECUTION OF CONTRACT**

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

**ASBESTOS**

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

**AUTHORIZED SIGNATURES FOR PROPOSALS**

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

*(if Corporation, provide seal above)*

**IRAN DIVESTMENT ACT CERTIFICATION**

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

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

NAME OF COMPANY: _____

*(Individual or Legal Name of Firm or Corporation)*

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____

*(Signature of Representative of Firm or Corporation)*

NAME: _____ TITLE: _____

*Please Print* *Please Print*

DATED: _____

SWORN to before me this

_____ day of _____ 20 ___

Notary Public: _____

**SEXUAL HARASSMENT POLICY/TRAINING AFFIRMATION**

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

Contractor Information:

Name of Contractor: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Contractor Website: _____

_____ _____ _____

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

**GENDER-BASED VIOLENCE AND WORKPLACE POLICY AFFIRMATION**

Pursuant to NYS State Finance Law §139-M, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Contractor Information:

Name of Contractor: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Contractor Website: _____

_____ _____ _____

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

**CERTIFICATION UNDER EXECUTIVE ORDER NO. 16**

Executive Order No 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia."

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitations or even award in the case of some solicitations.

As defined in Executive Order No. 6, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following.

_____ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

_____ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.

_____ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

_____ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: _____

(legal entity)

By: _____

(signature)

Name: _____

Title: _____

Date: _____

**END OF SECTION 004004**

**SECTION 004500**
**QUALIFICATION STATEMENT**

**PROJECT NO. R25.17556**

**MONROE-WOODBURY CENTRAL SCHOOL DISTRICT**

Name of Bidder: _____

Federal Employer's Identification No. (FEIN): _____

**STATEMENT OF BIDDER'S QUALIFICATIONS**

CONTRACT FOR (Circle one): GC, MC, PC, EC, AC

NOTARIZED AND SUBMITTED BY 3 LOW BIDDERS WITHIN

72 HOURS UPON REQUEST BY ARCHITECT OR CONSTRUCTION MANAGER

All questions must be answered, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheet.

1. Name of Bidder
2. Permanent main office address
3. When organized
4. If a corporation, where incorporated
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company
8. Has any construction contract to which you have been a party been terminated by the OWNER; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is “yes”, please furnish details of all such occurrences including name of owner, architect or Architect, and surety, and name and date of project.
9. Has any officer, partner, member or manager of your organization ever been an officer, partner, member or manager of another organization that had any construction contract terminated by the OWNER; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is “yes”, please furnish details of all such occurrences including name of owner, architect or Architect, and surety, and name and date of project.
10. List your experience in work similar to this project.
11. List the background and experience of the principal members of your organization, including officers.
12. List name of project, owner, architect or Architect, contract amount, percent complete and scheduled completion of the major construction projects your organization has in process on this date.
13. List name of project, owner, architect or Architect, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project which your organization has completed in the past five (5) years.
14. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

15. List name, address and telephone number of a reference for each project listed under items 12 and 13 above.
16. List names and construction experience of the principal individuals of our organization.
17. List the states and categories of construction in which your organization is legally qualified to do business.
18. List name, address and telephone number of an individual who represents each of the following and whom OWNER may contact for a financial reference:
    a.
    One Surety:

    Two banks:

    Three major material suppliers:

19. Attach a financial statement, prepared on an accrual basis, in a form which clearly indicates assets, liabilities and net worth.

    Date of financial statement: _____
    a.
    Name of firm preparing statement: _____
    b.
20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications and that the answers to the foregoing questions and all statements therein contained are true and correct.
21.

Dated _____ this _____ date of _____, 20____.

_____
(Name of Bidder)

By:

Title:

State of _____ )
County of _____ ) ss.

_____ being duly sworn deposes and says that he is
_____ of _____
(Name of Organization)
and that the answers to the foregoing questions and all statements therin contained are true and correct.

Subscribed and sworn to before me
this _____ day of _____, 20____.
My commission expires _____, 20____.

## BIDDERS STATEMENT

I am _____

(Name)

of _____

(Firm or Corporation)

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

By: _____

(Signature of Bidder)

_____

(Title or Position)

_____

(Seal if Bidder is a Corporation)

_____

(Printed or Typed Name of Bidder)

## PERFORMANCE BOND INFORMATION FORM

City/Town/Village _____

School District _____

Construction Contract Number _____

Name of Contract _____

Name of Contractor _____

Address _____

_____

Entity Issuing Security Bond _____

Address _____

_____

Bonding Agent _____

Address _____

_____

Amount of Bid _____

Duration of Bond From _____ To _____

Bond Identification Number _____

**END OF SECTION 004500**

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# 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 CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:**
*(Check all that apply.)*

[ « X » ] Exhibit A – General Information
[ « X » ] Exhibit B – Financial and Performance Information
[ « X » ] Exhibit C – Project-Specific Information
[ « X » ] Exhibit D – Past Project Experience
[ « X » ] 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:** « »

**ADDITIONS AND DELETIONS:**
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# 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.

« »

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**User Notes:** (2052012396)

**.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.

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« »

**§ 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)*

« »

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# 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?

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« »

**.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?

« »

**.5** not been awarded a contract for which you submitted the lowest bid? If you have answered yes, provide project name, contract description, contact information for project Owner, Architect and/or Construction Manager and reason for not being awarded the contract.

« »

**§ 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?

« »

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# 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.)*

« »
« »

**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.

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« »

**§ 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?

« »

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**§ 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, 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:

« »

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# 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<br>Completion Date<br>% Self-Performed Work | Contract Amount<br>Completion Date<br>% Self-Performed Work | Contract Amount<br>Completion Date<br>% Self-Performed Work | Contract Amount<br>Completion Date<br>% Self-Performed Work |
| PROJECT DELIVERY METHOD | ☐ Design-bid-build<br>☐ Design-build<br>☐ CM constructor<br>☐ CM advisor<br>☐ Other: | ☐ Design-bid-build<br>☐ Design-build<br>☐ CM constructor<br>☐ CM advisor<br>☐ Other: | ☐ Design-bid-build<br>☐ Design-build<br>☐ CM constructor<br>☐ CM advisor<br>☐ Other: | ☐ Design-bid-build<br>☐ Design-build<br>☐ CM constructor<br>☐ CM advisor<br>☐ Other: |
| SUSTAINABILITY CERTIFICATIONS | | | | |

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# 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<br>Completion Date<br>% Self-Performed Work | Contract Amount<br>Completion Date<br>% Self-Performed Work | Contract Amount<br>Completion Date<br>% Self-Performed Work | Contract Amount<br>Completion Date<br>% Self-Performed Work |
| PROJECT DELIVERY METHOD | ☐ Design-bid-build<br>☐ Design-build<br>☐ CM constructor<br>☐ CM advisor<br>☐ Other: | ☐ Design-bid-build<br>☐ Design-build<br>☐ CM constructor<br>☐ CM advisor<br>☐ Other: | ☐ Design-bid-build<br>☐ Design-build<br>☐ CM constructor<br>☐ CM advisor<br>☐ Other: | ☐ Design-bid-build<br>☐ Design-build<br>☐ CM constructor<br>☐ CM advisor<br>☐ Other: |
| SUSTAINABILITY CERTIFICATIONS | | | | |

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**SECTION 005100**
**AGREEMENT FORM**

## PART 1 GENERAL

### 1.01 SUMMARY

A. The following is the "Standard Form of Agreement Between Owner and Contractor Stipulated Sum, Construction Manager as Adviser Edition", AIA Document A132 - 2019, which is bound with this Section. AIA Document A132 – 2019 is a standard form of agreement between Owner and Contractor for use on projects where the basis of payment is a stipulated sum (fixed price), and where, in addition to the Contractor and the Architect, a Construction Manager assists the Owner in an advisory capacity during design, bidding, and construction. The document has been prepared for use with A232 – 2019 , General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. This integrated set of documents is for use on projects where the Construction Manager only serves in the capacity of an adviser to the Owner, rather than as constructor.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION (NOT USED)

**END OF SECTION 005100**

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# 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)*

Monroe-Woodbury Central School District
278 Route 32
Central Valley, NY 10917

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

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

Monroe-Woodbury Central School District
2023 Bond: Phase 3-
North Main Elementary School

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

The Palombo Group
22 Noxon Street
Poughkeepsie, NY 12601

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

CPL Architects, Engineers and Landscape Architect, D.P.C. d/b/a CPL
2875 Route 35, Suite 7S-1
Katonah, NY 10536

The Owner and Contractor agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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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

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## 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, the Bidding Documents, 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. The Contractor represents that it has fully reviewed the Contract Documents and agrees that the Contract Documents describe, to the best of the Contractor's knowledge, the Work necessary to furnish and provide and that the Contractor shall furnish and provide a fully functioning Project consistent with the Contract Documents.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. It is the intent of the parties to include within the Work any and all labor, materials, equipment and services that, although not expressly indicated in the Contract Documents, are reasonably inferable therefrom to construct complete and workable systems for the satisfactory performance, execution, final completion and use of the Work and Project.

## 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.)*

[ « X » ] 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. The provisions of this Contract relating to the time for performance and completion of the Work are of the essence of this Contract. Accordingly, time is of the essence respecting the Contract Documents and all obligations thereunder. The Owner will

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be entitled to seek liquidated damages for failure to timely achieve Substantial Completion and final completion as set forth herein and in the General Conditions.

**§ 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.)*

All of the Contractors for the Project shall achieve Substantial Completion of the Work in accordance with the schedule set forth in the Project Manual.

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

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| Portion of Work | Substantial Completion Date |
|---|---|
| Refer to schedule set forth in the Project Manual section 01 1200 | |

**§ 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.

[ « X » ] By the following date: in accordance with schedule set forth in the Project Manual.

**§ 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 |
|---|---|
| Refer to schedule set forth in the Project Manual section 01 1200 | |

**§ 3.4.3** Time is of the essence in the performance of the Contract Documents, including, without limitation, the Substantial Completion dates established herein. The Contractor shall proceed expeditiously with adequate forces and shall use its best efforts to keep its Work and the Project on schedule, and the Contractor shall achieve the completion times established within the Contract Documents. Milestone dates set forth in the Project schedule are dates critical to the Owner's operations that establish when the Work or a part thereof is to commence and be complete. All milestone dates are of the essence and shall have the same meaning as Substantial Completion or final completion for the purposes of liquidated damages.

**§ 3.4.4** If the Contractor fails to substantially and finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4.4, liquidated damages shall be assessed as set forth in Section 4.3 herein and Section 8.2.5 of the AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified (the "General Conditions" or "AIA Document A232–2019").

**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.)*

[ « X » ] Stipulated Sum, in accordance with Section 4.2 below

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[ « » ] 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. See Contractor's Bid Form, which is attached hereto as **Exhibit A**.

**§ 4.2.1.1** The Stipulated Sum shall not be adjusted for increased labor or material costs, whether foreseen or unforeseen, which may occur between the date of this Agreement and the Commencement Date, or which may occur between the Commencement Date and the Substantial Completion Date or Dates set forth in this Agreement.

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**§ 4.2.2 Alternates**

**§ 4.2.2.1** Alternates, if any, included in the Contract Sum:

| Item | Price |
|---|---|
| | |

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

| Item | Price | Conditions for Acceptance |
|---|---|---|
| | | |

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

| Item | Price |
|---|---|
| | |

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

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|
| | | |

**§ 4.3 Liquidated Damages**. The Contractor recognizes that achieving Substantial Completion of the Work in accordance with the time limits set forth in this Agreement and as further set forth in the Project Manual and/or Bidding Documents is a material condition of this Agreement, and that if the Contractor fails to achieve Substantial Completion of the Work, or designated parts thereof, in accordance with such schedule, the Owner will incur damages as a result. The Owner and Contractor agree that the amount of such damages is difficult to ascertain with any precision. The Owner and Contractor have attempted to estimate reasonable daily figures for liquidated damages, not to penalize the Contractor for late completion, but to reasonably estimate probable losses and damages to the Owner in the event of the late completion. Liquidated damages as used and defined in Section 8.2.5 of the General Conditions, and herein, shall be One Thousand Dollars ($1,000) per calendar day for each day the Project, or a specific Work item, is not substantially complete after expiration of the Contract Time for Substantial Completion, and One Thousand Dollars ($1,000) per calendar day for each day the Project is not finally complete after the expiration of the Contract Time for final completion.

**§ 4.3.1** The Contractor acknowledges that the liquidated damages amounts set forth above represent a fair and reasonable estimate of the Owner's probable losses, damages and/or expenses, and are not a penalty, for late completion of the Work and the phases thereof.

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**§ 4.3.2** The Owner shall be entitled to offset any liquidated damages owed by Contractor against any amounts owing by the Owner to the Contractor.

**§ 4.3.3** The Owner's right to liquidated damages shall survive abandonment of the Work by the Contractor and the Owner's termination of the Contract.

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

**§ 5.1.1** Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

**§ 5.1.3** Provided that an acceptable Application for Payment, including all required lien waivers and certified payroll, is received by the Construction Manager not later than the twenty-first (21st) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth (30th) day of the next 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 60 days after the Construction Manager receives the Application for Payment.

### § 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

**§ 5.1.4.1** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the 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. All progress payments made previous to the last and final payment shall be based on estimates and the right is hereby reserved by the Architect for the Owner to make all due and proper corrections in any payment for any previous error.

**§ 5.1.4.3** 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:

**§ 5.1.4.3.1** 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 Owner, Construction Manager or Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

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**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
*(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.)*

Five percent (5%)

**§ 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.)*

None.

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**§ 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.)*

No retainage reduction prior to Substantial Completion of the entire Work.

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:
*(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)*

Upon Substantial Completion of the Work, the payment shall be less two times the value of any remaining Work to be completed as the Construction Manager recommends and the Architect determines for incomplete Work and an amount necessary to satisfy any claims, liens or judgments against the Contractor that have not been suitably discharged.

**§ 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;

**.2** a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; and

**.3** the Contractor has fully performed and complied with the final payment and closeout provisions of Specifications.

**§ 5.2.1.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment.

**§ 5.3** Payments due and unpaid under the Contract shall bear interest from the date payment is due in accordance with Section 106-b(1)(b) of the New York State General Municipal Law.

## ARTICLE 6 DISPUTE RESOLUTION

**§ 6.1 Initial Decision Maker**

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, as modified.

**§ 6.2 Binding Dispute Resolution**

For any Claim, dispute or other matter in controversy arising out of or related to the Contract, the method of binding dispute resolution shall be as follows:
*(Check the appropriate box.)*

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[ « » ] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[ « X » ] Litigation in a court of competent jurisdiction located in Orange County.

[ « » ] Other: *(Specify)*

## 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, as modified.

**§ 7.1.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019, as modified.

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## 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)*

Patrick F. Cahill
Assistant Superintendent for Business and Management Services
Monroe-Woodbury Central School District
278 Route 32
Central Valley, NY 10917
tel 845-460-6200 ext 6241
fax 845-460-6087
pcahill@mw.k12.ny.us

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

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

### § 8.5 Insurance and Bonds

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A232–2019 and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in Article 11 of AIA Document A232–2019 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 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

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If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they will endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

**§ 8.7** Intentionally omitted.

**§ 8.8** Other provisions:
**§ 8.8.1** The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion of the Work:

**.1** that it and its Subcontractors are financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

**.2** that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder;

**.3** that it is authorized to do business in the State of New York and the United States and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

**.4** that its execution of this Agreement and its performance thereof is within its duly authorized powers;

**.5** that its duly authorized representative has visited the site of the Project, is familiar with the local and special conditions under which the Work is to be performed and has correlated on-site observations with the requirements of the Contact Documents; and

**.6** that it possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence or projects of the size, complexity and nature of the particular Project, and that it will perform the Work with the care, skill and diligence of such a contractor.

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The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations and performance hereunder. The Contractor's liability hereunder shall survive the Owner's final acceptance of and payment for the Work. All representations and warranties set forth in this Agreement, including without limitation, this Section 8.8.1, shall survive the final completion of the Work or the earlier termination of this Agreement. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

Upon the execution of this Contract, the Contractor shall, upon request, provide the Owner with unredacted copies of all contracts entered into between the Contractor and subcontractors or material suppliers. The Contractor's obligation to provide the Owner with said contracts shall continue for the duration of the Project.

**§ 8.8.2 Project Labor Agreement.**
**§ 8.8.2.1** The Contractor shall enter into, become signatory to, and to abide by, the provisions of the Project Labor Agreement with Hudson Valley Building and Construction Trades Council, and the signatory local unions, a copy of which is included in the Project Manual.

**§ 8.8.2.2** The Contractor shall require any and all of its subcontractors of any tier performing Work for the Project to become signatory to, and to abide by, the Project Labor Agreement, and will include such requirements in any subcontract entered into by the Contractor in connection with the Project.

## 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** Bidding Documents

**.3** AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified

**.4** 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.)*

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N/A

**.5** Drawings

Refer to the attached **Exhibit B, List of Drawings**, all of which drawings listed therein are incorporated herein by reference.

**.6** Specifications

Refer to the attached **Exhibit C, Specifications Table of Contents**, all of which sections listed therein are incorporated herein by reference.

**.7** Addenda, if any:

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| 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: N/A
*(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.)*

| | |
|---|---|
| **Exhibit A** | Contractor's Bid Form |
| **Exhibit B** | List of Drawings |
| **Exhibit C** | Specifications Table of Contents |

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

**OWNER** *(Signature)* | **CONTRACTOR** *(Signature)*

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| | |
|---|---|
| *(Printed name and title)* | *(Printed name and title)* |

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Exhibit A

**Contractor's Bid Form**

[Attached]

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Exhibit B

**List of Drawings**

[Attached]

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Exhibit C

**Specifications Table of Contents**

[Attached]

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**SECTION 007100**
**GENERAL CONDITIONS**

## PART 1 GENERAL

### 1.01 SUMMARY

A. The following are the "General Conditions of the Contract for Construction, Construction Manager – Advisor Edition". AIA Document A232-2019, is bound with this Section. AIA Document A232-2019 sets forth the rights, responsibilities, and relationships of the Owner, Contractor, Architect and Construction Manager.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION (NOT USED)

**END OF SECTION 007100**

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# AIA® Document A232™ – 2019

## *General Conditions of the Contract for Construction,*
*Construction Manager as Adviser Edition*

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

2023 Bond: Phase 3-
North Main Elementary School

**THE CONSTRUCTION MANAGER:**
*(Name, legal status, and address)*

The Palombo Group
22 Noxon St.
Poughkeepsie, NY 12601

**THE OWNER:**
*(Name, legal status, and address)*

Monroe-Woodbury Central School District
278 Route 32
Central Valley, NY 10917

**THE ARCHITECT:**
*(Name, legal status, and address)*

CPL Architects, Engineers, and Landscape Architect, D.P.C. d/b/a CPL
2875 Route 35 Suite 7S-1
Katonah, NY 10536
CPL Project No.: R23.15291.00

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

**§ 1.1.1 The Contract Documents.** The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter, the "Agreement"), and consist of the Bidding Documents (including, but not limited to, Invitations to Bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of the addenda relating to bidding requirements), 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.

**§ 1.1.2 The Contract.** The Contract Documents form the Contract for Construction (hereinafter, the "Contract"). 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.

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**§ 1.1.3 The Work.** The term "Work" means the construction and services required by the Contract Documents, or as reasonably inferable therefrom, 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. The Work includes all of the Contractor's responsibilities as to all labor, parts, supplies, equipment, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and all other items of cost or value needed to produce, construct, and fully complete the Contractor's Work identified by the Contract Documents.

**§ 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, and include Multiple Prime Contractors.

**§ 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.

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**§ 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.

**§ 1.1.11 Project Manual.** The Project Manual is a volume assembled for the work that includes the Instructions to Bidders, General Conditions, Supplementary General Conditions, the Specifications, and all Addenda issued prior to execution of the Contract. The Project Manual will additionally include bidding requirements and documents and sample forms.

**§ 1.1.12 Miscellaneous Definitions**

**§ 1.1.12.1** The terms "knowledge," "recognize" and "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. The expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising care, skill, and diligence required of the Contractor by the Contract Documents.

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**§ 1.1.12.2** The term "any" in the Contract Documents shall be interpreted as "any and all" whenever one or more than one item would be applicable for completion of the Work.

**§ 1.1.12.3** Except as otherwise explicitly provided, the words "approved" or "approval" shall mean the written approval of the Architect or the Construction Manager or both.

**§ 1.1.12.4** "Accepted," "directed," "permitted," "requested," "required," and "selected" are used herein as term connections and unless specifically noted otherwise are to mean "accepted by the Architect," "directed by the Architect," "permitted by the Architect," "requested by the Architect," "required by the Architect," and "selected by the Architect." However, no such implied meaning will be interpreted to extend the Architect's responsibility into the Contractor's areas of construction supervision.

**§ 1.1.12.5** The term "as indicated" or "as shown" shall mean "as indicated in the Contract Documents."

**§ 1.1.12.6** The term "include" in any form other than "inclusive" is non-limiting and not intended to mean "all inclusive."

**§ 1.1.12.7** The terms "furnish" and "furnish all materials," unless specifically noted otherwise, mean "pay for, supply and deliver to the job site all new materials, systems, equipment, product, or other items so specified."

**§ 1.1.12.8** The terms "install" and "furnish all labor," unless specifically noted otherwise, mean "pay for, perform all operations connected with installation of Work including unloading new product to be installed, supplying all necessary equipment and rigs to do the Work, test, place in operation and service, and remove all packing material."

**§ 1.1.12.9** The term "product" includes materials, systems, equipment, and other items to be incorporated into the Work.

**§ 1.1.12.10** The term "provide," unless specifically noted otherwise, means "furnish new, install, connect up, complete, test and place in operation and service."

**§ 1.1.12.11** The term "replace" or similar term shall mean "restore," "renew," "make good," "reconstruct," or "as applicable using new product."

**§ 1.1.12.12** The terms "manufacturer" or "supplier" mean any person or entity which contracts to furnish materials to a Contractor, Subcontractor, or any Sub-subcontractor for use at the site of the Project.

**§ 1.1.12.13** "Wiring" shall be understood to mean wires or cables with conduit, fittings, boxes, etc., installed complete.

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**§ 1.1.12.14** "Piping" shall be understood to mean all pipes, fittings, nipples, valves and all accessories connected thereto.

**§ 1.1.12.15** The Contract Time is the period of time specified in Article 3 of the Agreement for completion of the Work.

**§ 1.1.12.16** Terms not otherwise defined herein shall have the meanings set forth elsewhere in the Contract Documents.

### § 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. It is intended that all plumbing, mechanical, electrical, and other systems will be complete and in proper operation, and that all construction components, whether part of such systems or otherwise, will be complete and in compliance with accepted construction practice upon completion of the Work. Even if items are missing from the Drawings or Specifications, but are normally required for proper operation of plumbing, mechanical, electrical, and other systems, or to complete otherwise incomplete construction, or to meet governing code requirements, they shall be included by the Contractor, unless he sought and received contradictory interpretation or clarification from the Architect.

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**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract 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 shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.1.2** The Contractor and its Subcontractors shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation (1) location, layout, and nature of the Project site and surrounding areas, (2) existing building and site conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools, equipment, (5) Owner occupancy requirements and constraints, (6) site safety logistics plan and any phased construction plan and (7) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. No adjustments will be made in either the Contract Sum or Contract Time for any failure by the Contractor or any Subcontractor to comply with the requirements of this Section 1.2.1.2.

**§ 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. Instructions and other information furnished in the Specifications including, without limitation, items in connection with prefabricated or prefinished items, are not intended to supersede work agreements between employers and employees. Should the Specifications conflict with such work agreements, the work agreements shall be followed, provided such items are provided and finished as specified in the Contract Documents. If necessary, such work shall be performed on the Project site, instead of at the shop, by appropriate labor and in accordance with the requirements of the Drawings and Specifications.

**§ 1.2.2.1** The Work on the Project will be separated into individual and separate contracts. It is the intent of these requirements to include all items of Work for a complete Project in the separate contracts. Each Contractor shall be responsible for understanding and knowing under which contract each item of Work is included.

**§ 1.2.2.2** Each section or division of the Specifications has been assigned to one of the Prime Contract scopes. Where a section of the Specification is referenced in the contract scope, then any and all items necessary for the proper and normal installation of the item referenced in the Specification section shall be included whether specifically indicated in the Contract Documents or not.

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**§ 1.2.2.3** The Contractor acknowledges that the coordination requirements and construction schedule of this Project will require close cooperation and coordination between all Contractors on the Project site.

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

**§ 1.2.4** The reference of the "Specifications" regarding the division or separation of the work among types of trades or occupations is only for the suggested purpose of coordinating the work of the different trades, etc. but it shall be the Contractor's entire responsibility for the proper coordination and completion of all the Work described in the "Specifications" whether performed by the Contractor or its Subcontractors, if any. It shall be the Contractor's responsibility to settle definitely with each of its Subcontractors the portions of the Work, which each will be required to do and the Owner, Architect and Construction Manager assume no responsibility whatever for any jurisdiction claimed by any of the trades involved in the Work. The Contractor shall provide each item listed, of quality noted and subject to the qualifications noted, and shall perform operations prescribed according to the conditions stated, including specified operations, processes or methods, furnishing all necessary labor, materials, equipment and incidentals required to complete the Work.

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**§ 1.2.5** In the event of inconsistencies within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better quality or greater quantity of work or (2) comply with the more stringent requirements; either or both in accordance with the Architect's interpretation. Where the Contractor perceives a conflict, it shall inform the Architect and Owner thereof and request a decision from the Architect, which shall be promptly communicated by the Architect to the Contractor so as not to cause any delay in the performance of the Work. Any Work performed after perceiving the conflict and prior to resolution by the Architect shall be at the Contractor's risk. The terms and provisions of this Section 1.2.5, however, shall not relieve the Contractor of any of the obligations set forth elsewhere herein.

**.1** The Contractor shall not scale Drawings. Dimensions on large scale drawings take precedence over dimensions on small scale drawings. The Contractor shall notify the Architect if additional dimensions are needed. The Contractor shall field verify all dimensions.

**.2** Before ordering any materials or doing any work, the Contractor and each Subcontractor shall verify measurements at the Project Site and shall be responsible for the correctness of such measurements. The Contractor shall confirm all dimensions by field measuring. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference that may be found shall be submitted to the Architect for resolution before proceeding with the Work.

**.3** If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for the approval by the Architect before making the change.

**.4** Certain portions of the Specifications are written in condensed outline form and omitted words are to be supplied by inference. Naming of an article or operations shall have the effect of stating "Contractor shall furnish, install and complete" said operation or article unless it is further qualified in the context in which it appears.

**.5** When reference is made to specifications of a manufacturer, trade association, governmental agency, reference standard or similar source (such as ASTM, ASA, AISC, ACI, etc.), such is made part of the Drawings and Specifications, having the force and effect as though reproduced therein, and upon entering into the Contract the Contractor acknowledges its familiarity with those pertaining to its Work. Furthermore, all Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of the Contract unless it is specifically indicated in the Contract Documents that such work is to be done by others. All Work shall conform to the National Electric Code, New York State Uniform Fire Prevention and Building Code, and amendments thereto, New York State Energy Conservation Construction Code, State Education Department Manual of Planning Standards, New York State Department of Transportation, Office of Engineering, Standard Specification, Construction and Materials, latest edition, Life Safety Code – NFPA, and applicable City and State Building Codes and Authorities having jurisdiction. The date of the reference standard shall be the latest edition at the time of signing the Contract except as specifically indicated otherwise.

**.6** The Contract Drawings are intended to show the general arrangement, design, and extent of the Work and are partly diagrammatic. They are not intended to be scaled for any purpose, or to serve as shop drawings. The Contractor and its Subcontractors will cooperate with all other contractors and their

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respective subcontractors in determining the construction of systems, running of pipe, and locating equipment. The Contractor agrees that the failure to repeat typical details, figures, or notes on all Contract Drawings or other Contract Documents will not be a basis for claims for additional cost or time.

**.7** Any necessary variations in routing or installation shall be made to conform to the intent of the Contract Documents without additional costs. Where there are intersections or obstructions involving ducts, piping, or any other equipment requiring offset of materials, the Contractor acknowledges that it gave particular consideration to clearances in advance of submitting its bid, and that no additional costs for these issues will be considered by the Owner.

**.8** If conflicting conditions or interferences develop, the Contractor and its Subcontractors will confer with the other contractors and their respective subcontractors whose work is affected to determine a solution acceptable to all interested parties. The suggested solution shall be submitted to the Architect for comment and, if necessary, written approval.

**.9** The Contract Documents intend a first class finished product of such character and quality as described in and reasonably inferred from the Contract Documents. The Contractor will perform its Work to be complete and operable, fitting with the work of other contractors and the Owner, and in compliance with best construction practices and the ordinances, codes, and regulations of all bodies or persons having governmental or regulatory authority over the Contractor and its Work.

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**§ 1.2.6** Execution of the Contract by the Contractor is a representation that the Contractor has carefully examined the Contract Documents and the Project site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the Project site, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all conditions and the Contract Documents will not be permitted.

**§ 1.2.6.1** The Contractor certifies that it is experienced and familiar with the requirements and conditions imposed during the construction of similar work in the area. This includes, but is not limited to, "out of sequence" or "come back" work for the removal of plant, equipment, temporary wiring or plumbing, etc. This "out of sequence" work may also include phasing of construction activities to accommodate the installation of the Work at various locations and orderly fashion and the completion of Work at various locations or levels at various times. This "phasing," "out of sequence," or "come back" work shall be done at no cost to other Contractors, the Owner or Architect.

**§ 1.2.6.2** The Contractor, and all Subcontractors, shall refer to all of the Drawings, including those showing the work of others performing work in connection with the Project, including but not limited to the other contractors, and to all of the Divisions of the Project Manual, and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results.

### § 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 Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's services through which the Contractor's Work is to be performed. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect. 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.

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**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Drawings, Specifications and other documents prepared by the Architect 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 Drawings, Specifications and other documents prepared by the Architect. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Drawings, Specifications and other documents prepared by the Architect 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.

**§ 1.5.3** The Contractor may not reproduce the Contract Documents in whole or part for use as shop drawing backgrounds without the prior written consent of the Architect. If consent is given, the Architect will determine the extent that the Contract Documents may be used in the preparation of shop drawings.

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### § 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, all notices to be given hereunder shall be in writing and may be given, served, or made (1) by depositing the same for first class mail delivery in the United Stated mail addressed to the authorized representative of the party to be notified; (2) by depositing the same in the United Stated mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested; (3) by depositing the same for overnight delivery (prepaid by or billed to the party giving notice) with the United States Postal Service or other nationally recognized overnight delivery service addressed to the authorized representative of the party to be notified; or (4) by delivering the same in person to the said authorized representative of such party. Notice deposited in the mail by certified mail or overnight delivery in accordance with the provisions hereof shall be effective from and after the fourth (4th) day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. All notices to be given to the parties hereto shall be sent to or made at the addresses set forth in the Agreement. By giving the other parties at least seven (7) days' written notice thereof, the parties hereto shall have the right to change their respective addresses and specify as their respective addresses for the purposes hereof any other address in the United States of America.

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

### § 1.7 Digital Data Use and Transmission

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

### § 1.8 Building Information Models Use and Reliance

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

## ARTICLE 2 OWNER

### § 2.1 General

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization except for those matters that require the approval of the Owner's Board of Education. 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.

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**§ 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.

**§ 2.1.3** The Owner, Architect or Construction Manager shall not supervise, direct or have control or authority over, nor be responsible for, the Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the furnishing or performance of the Work. The Owner, Architect and Construction Manager shall not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

### § 2.2 Evidence of the Owner's Financial Arrangements – Intentionally Omitted.

### § 2.3 Information and Services Required of the Owner

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**§ 2.3.1** All permits and fees, approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities are the responsibility of the Contractor under the Contract Documents with the exception of the building permit, which the Owner will obtain from the New York State Education Department. The Contractor shall furnish the Construction Manager with original copies of all permits prior to the commencement of the work, and shall prominently display a copy of all permits at a location approved by the Construction Manager.

**§ 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 whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

**§ 2.3.5** The Owner shall make available for inspection, upon request, that field survey or testing information of existing conditions that is known to be available and that is held by the Owner at its offices. Such records and documents are not Contract Documents, and the Owner makes no representation as to their accuracy or completeness. Notwithstanding the foregoing, information furnished by the Owner in the form of surveys, subsurface investigation reports, soil borings, and other material of a similar nature, is for general information only and is not a guarantee of the completeness or accuracy of such information, unless specifically noted otherwise herein. The Contractor shall verify all existing grades, conditions, and dimensions of existing physical conditions and structures and shall report any inconsistencies in writing to the Architect. The Contractor shall establish all lines and levels required to execute the Work and shall bear all costs involved, and shall be responsible for their accuracy and maintenance.

**§ 2.3.6** Intentionally omitted.

**§ 2.3.7** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one set of Contract Drawings and the Project Manual for use during construction for its own use and for purposes of making reproductions pursuant to Section 1.5.2. The Owner shall furnish additional sets upon the Contractor's written request. Such additional sets will be provided at the cost of printing, postage and handling. Partial sets will not be provided. Subcontractors and other entities desiring copies of Drawings and the Project Manual will be provided sets at the cost of printing, postage and handling.

**§ 2.3.8** The Owner shall endeavor to 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 (1) fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2, or (2) fails to carry out Work in accordance with the Contract Documents as determined

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by the Owner, Architect or Construction Manager, or (3) fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time, or (4) fails to remove and discharge (within seven (7) days) any lien filed upon Owner's property by anyone claiming by, through, or under the Contractor, or (5) fails to perform the Work in a safe manner and in compliance with all applicable health and safety requirements and the Contractor's site specific health and safety plan, or (6) disregards the instructions of the Architect, Owner or Construction Manager, as determined by the Owner, Architect or Construction Manager, 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. Such order or stoppage by the Owner shall not constitute grounds for termination by the Contractor under Article 14 and shall not be a basis for an extension of the Contract Time under Section 8.3 or Article 15.

### § 2.5 Owner's Right to Carry Out the Work

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents (including but not limited to all applicable health and safety requirements) and fails within a three (3) work day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such three (3) work day period, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services and other expenses made necessary by such default, neglect or failure. Such Change Order or Construction Change Directive shall be deemed to have been executed by the Contractor, whether or not actually signed by the Contractor. Such action by the Owner and amounts charged to the Contractor shall be equally binding upon the Contractor's performance and payment bond surety. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

**§ 2.5.1** Where the Contractor's default and/or neglect to carry out its Work in accordance with the Contract Documents threatens the health, safety and/or welfare of the occupants of the Owner's facilities and/or threatens the structural integrity and/or preservation of the Owner's facilities, the Owner may proceed to carry out the Contractor's Work upon twenty-four (24) hours' notice of its intention to do so to the Contractor. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies and defaults, including the Owner's expenses and compensation for the Architect's and its respective consultants' additional services and other expenses made necessary by such default, neglect or failure.

### § 2.6 Extent of Owner's Rights

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

## 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 plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

**§ 3.1.4** The Contractor shall not be relieved of 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.

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The Contractor shall maintain complete inspection records and test date to ensure the quality of the Work is in strict compliance with the requirements of the Contract Documents.

### § 3.2 Review of Contract Documents and Field Conditions by Contractor

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

**§ 3.2.1.1** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Section 2.3.5 and shall at once report in writing to the Construction Manager and the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner, the Construction Manager or the Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor knew or reasonably should have known of such error, inconsistency or omission and failed to report it as required by this section to the Construction Manager and the Architect. If the Contractor performs any construction activity knowing it involves, or reasonably should have known it involves, a recognized error, inconsistency or omission in the Contract Documents without such notice to the Construction Manager and the Architect, the Contractor shall assume full responsibility for such performance and shall bear sole responsibility for the costs for correction.

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**§ 3.2.1.2** The obligations of the Contractor under Section 3.2.1.1 and this Section 3.2.1.2 are for the purpose of facilitating construction by the Contractor and are not for the purpose of imposing an affirmative obligation on the Contractor to discover errors, omissions, or inconsistencies in the design information in the Contract Documents. The Contractor's review of the Contract Documents is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically so provided in the Contract Documents.

**§ 3.2.1.3** Failure by the Contractor to promptly report any errors, inconsistencies, or omissions in the Contract Documents discovered by the Contractor, or which the Contractor reasonably should have known or discovered, shall constitute a waiver by the Contractor of any claim that otherwise might result in a change in the Contract Sum or Contract Time.

**§ 3.2.2** The Contractor shall be presumed to have performed a detailed investigation of the Project site(s) to consider fully all conditions that may have a bearing on the Work and to have accounted for these conditions in its proposal. The Contractor is deemed to be a qualified expert in the systems and construction requirements of the Work of its Contract. The Contractor hereby specifically acknowledges and declares that the Contract Documents are full and complete, are sufficient to have enabled it to determine the cost of the Work, and that the Drawings, the Specifications, and all Addenda are sufficient to enable the Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, building codes, and regulations, and otherwise to fulfill all of its obligations under the Contract Documents. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Construction Manager and the Architect at once. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other Contractors, is not guaranteed by the Architect, Construction Manager, or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner. Except as to any reported errors, inconsistencies or omissions, and except as to concealed or unknown conditions, by executing the Agreement, the Contractor represents to the Owner, Construction Manager, and the Architect that the Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedure and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to Work; (3) the requirements of any warranties applicable to the Work; and (4) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of the Work.

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**§ 3.2.3** The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Section 3.12.

**§ 3.2.4** The Contractor may submit Requests for Information ("RFI") to the Architect, through the Construction Manager, to help facilitate the Contractor's performance of the Work. Prior to submitting each RFI, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor-prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources. The Contractor shall submit each RFI sufficiently in advance of the date by which such information is required in order to allow the Architect sufficient time to permit adequate review and response and to permit Contractor compliance with the latest construction schedule. The Contractor shall reimburse the Owner amounts charged by the Architect for RFI responses that in the opinion of the Architect were available from a careful review of the Contract Documents, field conditions, other Owner provided information, Contractor-prepared Coordination Drawings, and prior Project correspondence and documentation.

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**§ 3.2.4.1** RFIs are for requests on clarifications or questions on contract drawings and specifications, not contract terms, scheduling items, or general correspondence, nor, as a means to describe or request approval of alternate construction means, methods or concepts or substitution or materials, systems means and methods. The Contractor shall fill all RFIs out in accordance with the provisions of the Project Manual. Neither the Architect nor the Construction Manager shall fill said forms out on the Contractor's behalf.

**§ 3.2.5** If the Contractor, during the progress of the Work, discovers any discrepancies between the Drawings and the Specifications, errors or omissions on the Drawings, or any discrepancies between physical conditions of the Work and the Drawings, and has notified the Architect and Construction Manager in writing under Section 3.2.1, no deviations from the Contract Documents shall be performed by the Contractor until it receives approval in writing from the Architect through the Construction Manager. Any Work performed after such discovery without the approval of the Architect shall be at the Contractor's sole risk and expense.

**§ 3.2.6** 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 the Architect any nonconformity discovered by or made known to the Contractor as a RFI submitted to the Architect.

**§ 3.2.7** 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 RFIs pursuant to Sections 3.2.1, 3.2.2, 3.2.4, 3.2.5 or 3.2.6, the Contractor shall make a Claim as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.1, 3.2.2, 3.2.4, 3.2.5 or 3.2.6, the Contractor shall pay such costs and damages to the Owner 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 the Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

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

**§ 3.2.8.1** The Contractor shall be required to establish centerlines, elevations and location of his work when it is required for the benefit of other Contractors needing the information to coordinate location of their work.

**§ 3.2.9** Whenever the Drawings show existing or other construction not required as part of the Contract Work, it is understood that it is so shown as a matter of information and that the Owner, while believing such information to be substantially correct, assumes no responsibility thereof. The Contractor shall make itself familiar with all conditions affecting the nature and manner of conducting the Work.

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**§ 3.2.10** The Architect may require that the Work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking completed Work or the Work in progress.

**§ 3.2.11** The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. Notwithstanding any other provision herein, the Owner, the Architect and Construction Manager assume no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. The Contractor shall be solely responsible for safety and providing a safe place for the performance of the Work. The Owner assumed no responsibility for any erroneous conclusions or interpretations made by the Contractor based on information made available by the Owner. No adjustments will be made in either the Contract Sum or Contract Time for any failure by the Contractor or any Subcontractor to comply with the requirements of this section.

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**§ 3.2.12** Claims for additional compensation or extension of time due to the Contractor's failure to familiarize itself with the conditions at the site will not be allowed.

### § 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, and shall complete the Work in a good and workmanlike manner in accordance with the Contract Documents. 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 subject to the coordination of the Construction Manager. Where the Drawings or Project Manual make reference to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in connection with the Contractor's Work, such reference is intended only to indicate that the Contractor's Work is to produce at least the quality of the work implied by the operations described, but the actual determination as to whether or not the described operations may be safely or suitably employed in the performance of the Contractor's Work shall be the sole responsibility of the Contractor. All loss, damage, liability, or cost of correcting defective Work arising from the employment of a specific construction means, method, technique, sequence or procedure shall be borne solely by the Contractor.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor, the Contractor's employees, Subcontractors, suppliers, 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, Suppliers or Sub-subcontractors, and for any damages, losses, costs and expenses resulting from such acts or omissions, including but not limited to reasonable attorneys' fees.

**§ 3.3.3** The Contractor shall be responsible for coordinating the work of its own forces and the work of Subcontractors engaged by it to perform the Work of the Project on its behalf. The Contractor shall supply to its own work forces, and Subcontractors engaged by it to perform portions of its Work, copies of the Drawings and Project Manuals for the work to be performed by such individuals/entities on its behalf. The Contractor shall be responsible to the Owner for the acts and/or omissions of the Contractor, the Contractor's employees, the Contractor's Subcontractors, the Contractor's material suppliers, and/or their respective agents and employees, and any other persons performing portions of the Work on behalf of the Contractor.

**§ 3.3.3.1** The Contractor shall coordinate its operations and cooperate with those of other Contractors performing work on the Project or site thereof to ensure efficient and orderly installation of each part of the Work. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the Work. The Contractor shall remain informed of the progress and the detail work of other Contractors and shall notify the Construction Manager immediately of lack of progress or defective workmanship on the part of other Contractors, where such delay or such defective workmanship will interfere with Contractor's own operations. Failure of the Contractor to keep informed of the work progressing on the site or to give notice of lack of progress or defective workmanship by others shall be construed as acceptance of the progress of work and coordination with Contractor's own Work.

**§ 3.3.3.2** The Contractor's obligations under the Contract Documents shall include, without limitation, the following:

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.1 Review of all specified construction and installation procedures with its employees and Subcontractors, including, without limitation, those recommended by manufacturers, prior to the commencement of the relevant portion of the Work to be performed.

.2 Advising the Construction Manager and the Architect:

.1 if a specified procedure deviates from best construction practice;

.2 if following a procedure will affect any warranties, including the Contractor's general warranty; or

.3 of any objections the Contractor may have to a procedure.

.3 Proposing alternative procedures, as appropriate, which procedures shall be covered by the Contractor's warranty as described in Section 3.5 hereof.

.4 The Contractor shall be responsible for organizing and conducting pre-installation conferences and must coordinate such conferences with the Architect and the Construction Manager.

**§ 3.3.3.3** The Contractor and its Subcontractors working on the Project shall attend a preconstruction conference(s) or meeting(s) as deemed necessary by the Construction Manager to coordinate all Work (e.g., demolition, installation, etc.), and as required by the Project Manual.

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**§ 3.3.4** Where equipment lines, piping, ductwork, or conduit are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of piping and conduit included in the Work of its Contract. The Contractor shall coordinate the work of its Subcontractors and prevent all interferences between or among equipment, lines of piping, and architectural features, and avoid any unsightly arrangements in exposed areas. This Section shall not be construed as limiting any obligation of the Contractor under any other provision of the Contract Documents.

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

**§ 3.3.6** The Contractor, its employees and Subcontractors, shall be subject to such rules and regulations for the conduct of Work as the Owner may establish, including but not limited to, the Construction Rules and Regulations set forth in Section 3.13.4. The Contractor shall be responsible for the enforcement among its employees and Subcontractors of the Owner's instructions and restrictions.

**§ 3.3.7** The Contractor shall inspect all materials as delivered to the Project site and shall reject any materials that will not conform with the requirements of the Contract Documents when properly installed.

**§ 3.3.8** The Contractor shall be responsible for and coordinate any and all inspections required by any governmental body having jurisdiction over the Project. Failure to obtain any permits, licenses or other approvals because of the failure of the Contractor to conform to this requirement shall not extend the Contract time, and the Contractor shall not be entitled to any increase in the Contract Sum therefore. In addition, any additional costs and expenses of any nature incurred by the Owner as a result of the Contractor's failure to conform to this requirement shall constitute a charge against the Contractor's Contract.

**§ 3.3.9 Shut Downs**: Such work as connections to existing sewers, plumbing, heating, and electrical systems shall be coordinated at a time agreeable to the Owner, the Architect, and the Construction Manager, and shall be determined and agreed to well in advance of the actual performance of such work so as to interfere as little as possible with the operation and use of the Owner's existing facilities. Shut downs must be coordinated through the Construction Manager. The continued uninterrupted operation of all facilities of the Owner's buildings is essential. If any existing facilities must be interrupted, the Contractor for the Work shall provide all necessary temporary facilities and connections necessary for maintaining these existing facilities at no increase in the Contract Sum except as otherwise specified. No mechanical, heating, plumbing, sprinkler, or electric service shall be interrupted at any time except as approved in advance by the Owner or when the buildings are not occupied and shall be coordinated with the Owner, as well as the Construction Manager. All communication systems must be maintained without interruption. As much related work as possible shall be performed prior to shut downs, so as to minimize the period of shut down. All material, equipment, and manpower necessary in the performance of a shutdown shall be on site prior to interruption of service.

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### § 3.4 Labor and Materials

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor (at applicable prevailing wage rates), 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. The Contractor shall work continuously and expeditiously through completion of the Work. Time is of the essence.

**§ 3.4.1.1** A shortage of labor in the industry shall not be accepted as an excuse for not properly manning the Project at each site.

**§ 3.4.1.2** The Contractor shall be responsible for the care and protection of all equipment and materials for its Work on the Project, including equipment and material furnished by the Owner.

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**§ 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 written 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, or persons who within the last two weeks (a) having been exposed to someone having been diagnosed with a COVID-19 infection; or (b) having had a persistent cough, shortness of breath, or a fever of 100.4 or higher. The Owner reserves the right to object to the Contractor's use of persons who appear unfit or not skilled in the tasks assigned to them. Should any disorderly, incompetent, unfit, unskilled or objectionable person be hired or employed by the Contractor, upon or about the premises of the Owner, for any purpose or in any capacity, they shall, upon request of the Owner, be removed from the Project and not again be assigned thereon without the written permission of the Owner.

**§ 3.4.3.1** In addition to all other safety requirements, the Contractor shall provide suitable and a sufficient number of safety related facilities and personal protective equipment (PPE) at the site related to protection against the spread of COVID-19, including but not limited to handwashing stations, hand sanitizer, gloves, masks, faceshields, and other equipment as the Owner may reasonably request. Notwithstanding the foregoing, nothing herein shall be construed to delegate or relieve Contractor from having sole and exclusive responsibility for all worksite safety.

**§ 3.4.4** All mechanics employed on the Project shall be persons skilled in that work which they are to perform. Work will not be approved if it does not meet the quality of workmanship as called for in the Contract Documents. If this quality of workmanship is not exactly defined herein, it shall be assumed to be the best standards of workmanship for the trade. Employees of the Contractor or its Subcontractors whose work is unsatisfactory to the Owner, Construction Manager or Architect, or considered by them to be unskilled or otherwise objectionable, will be immediately dismissed from the Project upon notice from the Construction Manager. Those dismissed employees shall be immediately replaced by the Contractor so as not to delay progress of the Work and at no additional cost to the Owner.

**§ 3.4.5** On receipt of the signed Contract, the Contractor will be expected to place firm orders with vendors for needed materials, including Subcontractors and major material suppliers. If deemed necessary to assure delivery of materials at times needed, the Contractor may accept delivery of such materials at any time, and may include the cost of such materials in its next monthly Application for Payment, provided such materials have actually been delivered to Contractor and properly stored by it with approval or under direction of the Architect and the Construction Manager either at the Project site or in an approved storage shed or warehouse, as provided elsewhere in these General Conditions.

**§ 3.4.5.1** To the fullest extent possible, the Contractor shall provide products of the same kind, from a single source. When two or more items of same material or equipment are required (pumps, valves, air conditioning units, etc.) they shall be of the same manufacturer. Product manufacturer uniformity does not apply to raw materials, bulk materials, pipe, tube, fittings (except flanged and grooved types), sheet metal, wire, steel bar stock, welding rods, solder, fasteners, motors for dissimilar equipment units, and similar items used in the work, except as otherwise indicated. The Contractor shall provide products which are compatible within systems and other connected items. If

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Contractor is given option of selecting between two or more products for use on the Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

**§ 3.4.5.2** The Contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors. If a dispute arises between the Contractor and other contractors over concurrently selectable but incompatible products, the Architect will determine which products shall be used.

**§ 3.4.5.3** With respect to sitework materials, all products submitted for use and incorporated into the Project shall be on the Approved List of Materials and Equipment published by the NYSDOT Materials Bureau, most recent edition.

**§ 3.4.5.4** When required, off-site storage shall be the responsibility of the Contractor. If materials are stored off site, the Contractor shall furnish proof of title by Owner and provide a certificate of insurance demonstrating adequate insurance coverage.

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**§ 3.4.5.5** The Contractor shall deliver all materials at such times as will ensure speedy and uninterrupted progress of the Work.

**§ 3.4.6** The Contractor warrants that it has good title to all materials used by it in, on or in connection with the Work. No materials or supplies shall be purchased by the Contractor or any of its Subcontractors that are subject to any chattel mortgage, conditional sale or other agreement by which an interest is retained by the seller.

**§ 3.4.7** The Contractor shall make every reasonable effort to avoid labor disputes and to insulate the Owner, Architect and Construction Manager from the effects of labor disputes should any arise. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity at the Project for any reason by anyone employed or engaged by the Contractor to perform its portion of the Work. There shall be no lockout at the Project by the Contractor. The Contractor shall be responsible for providing the manpower required to proceed with the Work under any circumstance. For the purposes of this Section, every reasonable effort shall include, but not necessarily be limited to:

- **.1** make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Architect, the Construction Manager or the Owner, any conflict between its Agreement with the Owner and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade;
- **.2** requiring employees, Subcontractors, suppliers and others to use reserve gates which shall be established for the Project;
- **.3** rearranging work schedules for the Contractor's Work or the work of its Subcontractors; and
- **.4** including in Contractor's agreements with its Subcontractors the right to fully implement all provisions of this Section.

**§ 3.4.7.5** In case the progress of the Work is effected by any undue delay in furnishing or installing any items or materials or equipment required pursuant to the Contract because of a conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive but in no case shall the amount of such change be charged by the Contractor to the Owner as an additional cost to perform the Work.

**§ 3.4.7.5.1** No extension of the Contract Time shall be granted for delays caused by labor or material disputes.

**§ 3.4.7.5.2** Should it become necessary to create a separate entrance for a Contractor involved in a dispute, all costs associated with creating that entrance shall be borne by the Contractor involved in the dispute. Such costs shall include, but not limited to signage, fencing, temporary roads and security personnel as deemed necessary by the Owner for the safety of the occupants of the site.

**§ 3.4.7.6** The Contractor shall ensure that its Work continues uninterrupted during the pendency of a labor dispute.

**§ 3.4.7.7** The Contractor shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes arising from the labor practices of the Contractor or its Subcontractors, Suppliers or Sub-subcontractors.

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**§ 3.4.8** The Contractor and its Subcontractors employed upon the Work shall abide by and conform with all labor laws and to all other laws, ordinances, and legal requirements now or hereafter applicable to the Work or the construction area.

**§ 3.4.9** The Contractor and its Subcontractors shall be responsible for protection of the Work, the work of Separate and other Contractors, and existing construction, both on and off the site, and in the event of damage, shall restore the same to the original condition at no additional cost to the Owner.

**§ 3.4.10** If the Work is to be performed by trade unions, the Contractor shall, with the consent of the Owner and the Architect, which shall not be unreasonably withheld, make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind, at any time in force among members or councils that regulate or distinguish what activities are included in the work of any particular trade.

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**§ 3.4.11** No new asbestos containing building materials shall be used in construction. No materials containing asbestos in any form shall be used in, on, or around the Owner's buildings**.**

**§ 3.4.12 Equivalents and Substitutions**

**§ 3.4.12.1 Equivalents.** In the Specifications, one or more kinds, types, brands, or manufacturers or materials 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, it shall indicate in writing, and prior to award of the Contract, what kind, type, brand or manufacturer is included in the base bid for the specified item. The Contractor shall follow the submission requirements for equivalents as provided in Section 3.4.12.2 and the Project Manual. Any proposed equivalent shall not be purchased or installed by the Contractor without the Architect's review process having been completed and the product accepted by written notification.

**§ 3.4.12.2 Substitutions.** If the Contractor desires to substitute any kind, type, brand, or manufacturer of material other than those named in the Specifications, the Contractor shall request in writing that it be permitted to make a substitution for the specified manufacturer or materials and shall indicate the following:

**.1** For which specified material or equipment the request for substitution is being made;

**.2** What kind, type, brand, or manufacturer is sought to be substituted for the specified items;

**.3** Written documentation evidencing that the substituted material or equipment meets or exceeds the specifications for materials and/or equipment set forth in the Project Manual. Such documentation shall include, but not limited to, a full explanation of the proposed substitution, together with a submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, significant qualities of proposed substitution (e.g. performance, weight, size, durability and visual effects), and other like information necessary for a complete evaluation of the substitution. Additionally, the Contractor shall provide material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated. All such data shall be provided to the Architect and Owner at the Contractor's sole expense. The Contractor's written explanation shall also include a list of reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Project in the event the substitution is acceptable. The Contractor shall also submit to the Architect information describing in specific detail how the proposed substituted product differs from the quality and performance required by the base specifications, and such other information as may be required by the Owner or the Architect;

**.4** Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution;

**.5** Samples, where applicable or requested;

**.6** Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery; and

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.7 Detailed comparison of the difference in cost between the specified product and the proposed substitution including any and all costs associated with changes or modifications needed to other parts of the work and to construction performed by the Owner and/or separate Contractors that will be necessary to accommodate proposed substitution. In the event the substation is accepted, the Contractor proposing the use of the substitution shall bear all costs associated with said changes or modifications.

**§ 3.4.12.3** By making said requests in conformance with procedures established herein and elsewhere in the Project Manual, the Contractor:

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

.2 Represents that the warranty for the substitution will be the same, or greater than, that applicable to the specified product;

.3 Certifies that the cost data is complete and includes all related costs under the Contract, including professional services necessary and/or required for the Architect and/or its consultants to implement said substitution and waives any and all claims for additional costs related to the substitution which subsequently become apparent;

.4 Represents that it will coordinate the installation of the accepted substitute, making all such changes to the Drawings effected by the change, including but not limited to the electrical, plumbing, site work and heating and ventilating Specifications as may be required for the Work to be complete in all respects; and

.5 An affidavit stating that (1) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect; and the proposed substitution will have no effect on the Contractor's construction schedule.

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**§ 3.4.12.4** Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than seven (7) working days after receipt of a Notice to Proceed or award of the Contract, whichever is earlier, for review.

**§ 3.4.12.5** No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

**§ 3.4.12.6** All proposed substitutions shall be submitted to the Architect within twenty-one (21) days of the Award of the Contract to the Contractor. (This Section 3.4.12.6 shall not apply to equivalents.)

### § 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 with 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, including substitutions not properly approved and authorized, shall be considered defective. This warranty shall include all parts and labor both on and off the Project site, together with all necessary transportation and shipping charges. 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. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the Owner. If required by the Architect or Construction Manager, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract Documents. The Contractor shall perform the Work in strict accordance with the Contract Documents and best industry practices. All materials are to be new, unless specified otherwise. The Contractor, at its expense, shall upon demand by the Owner, Architect or Construction Manager remove and replace materials not meeting Specifications or materials failing to perform as represented or warranted by the manufacturer, regardless of whether incorporated into the Work. The Contractor shall promptly replace or correct any work or materials that the Owner, Construction Manager or Architect rejects as

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failing to conform to the requirements of the Contract Documents. The foregoing warranty obligations are not limited by the provisions of Article 12, and are in addition to and not in limitation of any other warranty set forth in the Contract Documents or otherwise prescribed by law.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor shall assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. The Contractor shall fully cooperate with the Owner in the event the Owner pursues remedies under any warranties assigned to the Owner. The Contractor acknowledges that its obligations to the Owner under this subparagraph are joint and several with its Subcontractors, suppliers, and material or equipment manufacturers of all materials and equipment supplied on account of the Work.

**§ 3.5.3** No warranties or guarantees by the Contractor will deprive the Owner of any cause of action, right, or remedy otherwise available for breach of any of the provisions of the Contract Documents. Neither final payment nor provision in the Contract Documents nor partial or entire occupancy of premises by Owner shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibilities for faulty or defective materials or workmanship.

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**§ 3.5.3.1** The Contractor shall deliver to the Owner upon completion of all work under its Contract, its written guarantee made out to the Owner in a form acceptable to the Owner, guaranteeing (and it does so guarantee) all of the Work under the Contract to be free from faulty materials, and free from improper workmanship, and guarantees against injury from proper and usual wear and aging.

**§ 3.5.4** All required maintenance shall be the Contractor's responsibility until the Owner has accepted the Project as complete, all required maintenance and user's manuals have been turned over to the Owner, and the Owner's designated personnel have been instructed in the maintenance and operation of all applicable materials. This maintenance shall include a complete turnover procedure at the time of completion, including complete cleaning, testing and adjustment. The Contractor shall keep records of all such maintenance performed as required by this Section, including work performed and times and dates on which it was performed. These records shall be turned over to the Owner at closeout.

**§ 3.5.5** The Contractor shall in case of work performed by its Subcontractors, and where guarantees are required, secure warranties from Subcontractors and deliver copies of same to the Construction Manager countersigned by the Contractor.

### § 3.6 Taxes

Except as otherwise specified, the Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

**§ 3.6.1** The Owner is exempt from payment of federal, state, and local sales and compensation use taxes on all supplies and materials incorporated into and becoming an integral component part of the structures, buildings, or real property pursuant to this Contract. Such taxes are therefore not to be included in the Contractor's bid or the Contract Sum. The Owner shall deliver to the Contractor the appropriate exemption certificate required to be supplied by the Owner, and the Contractor and its Subcontractors and materialmen shall be solely responsible for obtaining and 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 corporations from whom they purchase supplies, materials, and equipment for the performance of the Work.

**§ 3.6.1.1** The Contractor's attention is called to fact that materials not actually incorporated into Work will not be exempt from payment of sales or compensating use taxes, and the Contractor and its Subcontractor shall be responsible for and shall pay any and all applicable taxes. This will apply to such things as:

- **.1** construction machinery and equipment including rentals or repair parts;
- **.2** The Contractor's office supplies;
- **.3** The Contractor's supplies, tools and miscellaneous equipment including forms, materials and scaffolding (whether purchased or rented);

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.4 temporary heat;
.5 telephone or electric services; and
.6 any other items purchased or rented by the Contractor for the Contractor's use in performing its Work and not incorporated into realty.

**§ 3.6.2** The Contractor accepts full and exclusive liability for payment of any and all contributions, assessments or taxes for unemployment insurance or old age insurance, or annuities now or hereafter imposed by the government of the United States, or by the government of any city, county or state of United States, which are measured by salaries or other remuneration paid to persons employed by the Contractor or any Subcontractor for Work performed under this Contract.

**§ 3.7 Permits, Fees, Notices, and Compliance with Laws**

**§ 3.7.1** The Owner shall secure a building permit from the State Education Department as required for the Project. The Contractor shall secure and pay for all other permits and governmental fees, licenses, and inspections necessary for proper execution of and completion of the Contract that are legally required when bids are received. The Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings.

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**§ 3.7.1.1** The Contractor shall, as soon as practicable, furnish the Owner, Architect, and Construction Manager with copies or certificates of all permits, fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all applicable building permits other than those required of the Owner under Sections 2.2.1 and 3.7.1. All inspection fees and other costs of such permits and licenses required to be obtained by the Contractor as may be imposed by any municipal or other entity shall be paid by the Contractor and shall not serve as the basis for any increase in the Contract Sum.

**§ 3.7.2** The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor fails to give such notices, it shall be liable for and shall indemnify and hold harmless (a) the Owner, its consultants, employees, officers and agents and (b) the Architect, Construction Manager and their consultants, employees, officers and agents against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder.

**§ 3.7.2.1** In accordance with New York State Labor Law Article 8, Section 220, subd. 3-a(a), the Contractor shall submit to the Owner within 30 days after issuance of Contractor's first payroll, and every 30 days thereafter, a transcript of the original payroll record, subscribed and affirmed as true under the penalties of perjury.

**§ 3.7.2.2** The Contractor shall comply with all applicable New York State Department of Labor requirements, including the provision that every worker employed in performance of a public work contract shall be certified as having completed an OSHA 10-hour safety training course. The Contractor and its Subcontractors shall be solely responsible for compliance with this requirement with respect to their employees. The Contractor's or Subcontractor's failure to comply with this requirement shall not transfer or in any way impose the responsibility for worker safety upon the Owner or the Architect.

**§ 3.7.3** If the Contractor performs Work 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 all costs attributable to the correction thereof or related thereto, including reimbursement to the Owner for any additional services required of the Construction Manager or Architect or both, as well as all fines and penalties, if any.

**§ 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 written notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than five (5) days after first observance of the conditions; provided

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that, in the case of a condition at the site that involves hazardous or toxic substances, as those terms are defined by OSHA or AHERA, notice to the Owner, the Construction Manager and the Architect shall be given immediately upon discovery of such hazardous or toxic substance. The Architect and/or 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 an equitable adjustment 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 in writing, stating the reasons. If the Contractor disputes the Architect's determination or recommendation, it may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum will be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, and reviews, or (2) inspections, tests, and reviews the Contractor had the opportunity to make or should have performed in connection with the Project.

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**§ 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. The Contractor is not entitled to overhead and profit on unexpended allowance amounts or any portions thereof.

**§ 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, within seven (7) days of Notice of Award, shall designate the Project Manager, Superintendent and other key individuals who shall be assigned to the Project through and including Final Completion. Such designations shall be in writing and provided to the Architect, Owner and Construction Manager. The Superintendent shall be in attendance at the Project site throughout the Work, remain on the Project site not less than eight hours per day, five days per week, until termination of the Contract, unless the job is suspended, the Work is stopped by the Owner, or no Work is scheduled. To the extent Work is being performed contemporaneously at different facilities of the Owner, the Contractor shall assign different superintendents for each facility at which Work is being performed. The Project Manager and Superintendent assigned by the Contractor shall not be changed except with the consent of the Owner, unless the Project Manager or Superintendent or such assistant proves to be unsatisfactory to the Contractor and/or ceases to be in its employ. The Project Manager and Superintendent shall be approved by the Owner in its sole discretion. Said representatives shall be qualified in the type of work to be undertaken and shall not be changed during the course of construction without the prior written consent of the

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Owner. Should a representative leave the Contractor's employ, the Contractor shall promptly designate a new representative. The Owner shall have the right, at any time, to direct a change in the Contractor's representatives if their performance is unsatisfactory. In the event of such a demand, the Contractor shall within seven (7) days after notification thereof, replace said individual(s) with an individual(s) satisfactory to the Owner, in the Owner's sole discretion. If said replacement is disapproved, the Contractor may, at the Owner's option, be terminated for cause. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor. The Owner shall have no obligation to direct or monitor the Contractor's employees. All references herein to the Superintendent shall be taken to mean the Contractor's superintending staff. Each Subcontractor shall designate the Project Manager, Superintendent and other key individuals who shall be assigned to the Project. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Contractor's Superintendent shall attend all Project meetings, regardless of whether held prior to or following Substantial Completion of the Work.

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**§ 3.9.2** The Contractor shall provide, or otherwise see that, the Project Manager or Superintendents or responsible workers of the Contractor and its major Subcontractors are equipped with cellular phones and radios. The Contractor shall provide the Owner, the Construction Manager and the Architect with the number for each phone and worker.

**§ 3.9.3** The Contractor's supervisory personnel, including Superintendents and their assistants, shall be versed in the English language. In the event the Contractor's supervisory personnel, Superintendents and their assistants are not versed in the English language, the Contractor shall employ the services of a full-time on-site interpreter to facilitate communications with such supervisory personnel.

**§ 3.9.4** Prior to the commencement of Work, the Contractor shall provide the Construction Manager and the Architect with:

**.1** A written list of the names, addresses and telephone numbers of the members of its organization who can be contacted in the event of an off-hours emergency at the building site, including cellular telephone numbers and personal/home telephone numbers;

**.2** A written list of subcontractors, sub-subcontractors, suppliers and vendors with names, addresses, telephone numbers, and descriptions of the work they shall perform or furnish;

**.3** The name, address and telephone number of the bonding company, banking and insurance company for the Contractor including the name, address and telephone number of each bonding company's primary contact representative for the Project;

**.4** Detailed Subcontractor schedules indicating the approximate quantity of shop drawings, sequence, timing and man loading; and

**.5** A cash flow projection for the life of the Project, including a schedule and graph showing the amount of Work projected to be completed each month or billing period and a dollar value for the anticipated billings each month or billing period. This shall be completed after an agreed upon schedule of values has been approved by the Construction Manager.

**§3.9.5** The Contractor shall not reduce or terminate supervision of the Work, nor change the superintendent without the prior written approval of the Owner.

**§3.9.6** If, for any reason, the Contractor takes an action resulting in any of the changes noted in Subsection 3.9.5, the Owner may take remedial action to insure continued progress of the Work, including the hiring of suitable supervisory personnel, and charge the Contractor all costs associated with these remedial actions including the costs of legal and additional construction management and architectural services.

**§ 3.9.7** The Contractor recognizes and acknowledges that job meetings will be held at the job site weekly as set forth in the Project Manual, unless otherwise designated by the Owner, Construction Manager or the Architect. The Contractor shall have responsible representation at the mandatory weekly job progress meetings held at the Construction Manager's job office and the Contractor acknowledges that it has included in its bid a sum of $250.00 per meeting for at least 50 meetings to have an authorized individual in attendance capable of making decisions and providing direction. This amount will be listed as a separate line item on the Contractor's schedule of values. If the Contractor misses a meeting without prior written authorization from the Construction Manager, it will be issued a deduct Change Order in the amount of $250.00 per occurrence. These progress meetings will be held to arrange for satisfactory coordination of all trades on the Project so as not to impede job progress. If the Contractor or its

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Subcontractors fails to attend job meetings, the Contractor shall be responsible for delays and expenses incurred due to coordination difficulty.

**§ 3.9.8** The Contractor shall provide copies of its daily construction reports to the Construction Manager's Field Superintendent. These reports shall be submitted no later than 10:00 am the following workday. The daily reports shall provide detailed information concerning the Contractor's activities and operations, including Work activities on site and manpower. A "Daily Construction" form is included in these specifications and shall be used for reporting these activities. In addition, the Contractors are to submit a Two Week Look Ahead schedule for upcoming Work. A "Two Week Look Ahead" form is included in these specifications for the Contractor's use.

**§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, within 15 days of Notice of Award, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work in electronic format with predecessor logic. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the dates of Substantial Completion and final completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The Contractor's construction schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. 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 Multiple Prime Contractors or the construction or operations of the Owner's own forces. The Contractor's construction schedule shall be updated every thirty (30) days and submitted to the Construction Manager with the Contractor's Applications for Payment.

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**§ 3.10.1.1** Time is of the essence for this Project. The Work shall be performed continuously and without interruption, so that all Work can be completed in the time set forth in the Contract Documents. The accepted construction schedule shall be dated to reflect actual conditions (sometimes referred to as progress reports) as set forth in this Section or if requested by the Owner, Construction Manager or Architect.

**§ 3.10.1.2** The sequence of the Work shall be scheduled with the Owner so as to minimize interference with the Owner's use of existing structures, and the Owner's approval shall be obtained prior to starting of the Work.

**§ 3.10.2** The Construction Manager shall prepare, publish, and, from time-to-time, revise a master integrated Project Schedule based upon the construction schedules submitted by the Contractor and other Contractors. Failure by the Contractor to furnish any required schedule or schedule revision in a timely manner shall entitle the Construction Manager to prepare a schedule for the Contractor's Work, to which the Contractor shall be bound.

**§ 3.10.2.1** The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the construction or operations of the Owner's own forces. The Owner shall have the right, without penalty, to direct the Contractor to delay, postpone or reschedule any portion of the Work that may interfere with or disrupt the operations of the Owner.

**§ 3.10.3** The Contractor's construction schedule shall be in a detailed precedence style critical path management ("CPM") or Primavera-type format satisfactory to the Owner and Construction Manager that shall also: (i) provide a graphic representation of all activities and events that will occur during the performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents.

**§ 3.10.4** The Contractor shall conform to the most recent Project schedule. In the event the Owner determines that the performance of the Work has not progressed to the level of completion required of the Contract Documents or that the Contractor has failed to maintain its construction schedule or the Project schedule, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction including without limitations, additional shifts, overtime, additional manpower or equipment as well as other similar measures (hereinafter referred to collectively as "extraordinary measures"). Such extraordinary measures shall continue until the progress of Work complies with milestone and critical path dates set forth in the Contract Documents and the

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Project schedule. The Contractor shall not be entitled to an adjustment in Contract Sum or Contract Time in connection with extraordinary measures required by the Owner.

**§ 3.10.5** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be 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, 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.

**§ 3.10.6** The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall revise the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule and the Contract Documents.

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**§ 3.10.7** The Contractor shall perform the Work in general accordance with the most recent construction schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project Schedule. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and Project schedule and shall promptly advise the Owner of any delays or potential delays affecting the critical path.

**§ 3.10.8** If the Contractor fails to maintain the approved construction schedule or Project schedule and meet all critical path dates for the Work, the Owner may request a recovery plan from the Contractor and reserves the right to withhold payment until such time as the Contractor submits a recovery plan. The recovery plan must show how the Work may plausibly be brought on schedule, including, as necessary, acceleration of the Work by means of overtime, additional crews, additional shifts, additional equipment or re-sequencing of the Work to achieve completion of the remaining critical path dates in the construction schedule or Project schedule. The Contractor shall submit as part of its recovery plan: (i) a "resource loaded" schedule showing the Contractor's plan to deploy manpower per trade, per work area, per day, together with essential materials and equipment, and other resources necessary to timely accomplish the Work; and (ii) a two-week "look ahead" schedule identifying tasks to be accomplished within the coming two week period, the work areas and categories of work, and necessary manpower resources, together with other data necessary to demonstrate to the Owner the viability of the Contractor's recovery plan ("2 Week Plans"). The Contractor shall continue to submit 2 Week Plans until either the Contractor demonstrates that the Project schedule has recovered from the unexcused delay, or the Owner notifies the Contractor in writing that further 2 Week Plans are no longer required. The cost of preparing and performing the recovery plan shall be borne solely by the Contractor. No approval or consent by the Owner of any plan for resequencing or acceleration of the Work submitted by the Contractor shall constitute a waiver by the Owner of any damages or losses which the Owner may suffer by reason of such resequencing or the failure of the Contractor to meet the Substantial Completion Date or the final completion date.

**§ 3.10.9** The Contractor specifically represents and warrants to the Owner that that the Contract Sum and the Contract Time contemplate compliance with all current, and reasonably foreseeable future, federal, state and local "Stay at Home," "Social Distancing" and related orders, regulations and guidance related to limiting the spread of COVID-19 disease (the "COVID Requirements"). Accordingly, the Contractor hereby waives any claim for an increase in the Contract Sum or an extension of the Contract Time on account of the COVID Requirements. The Contractor shall promptly notify the Owner of any COVID Requirements that would impact the Project.

**§ 3.10.10** Due to the ongoing COVID-19 pandemic and the resulting uncertainty with regard to, among other things, (a) what restrictions, if any, will be applicable to construction activities due to federal, state or local orders, laws, regulations or rules related to the COVID-19 pandemic (including, without limitation, social distancing, PPE, cleaning and disinfection requirements) and (b) the duration of any restrictions imposed on construction activities, the Owner may modify the construction schedule set forth in the Contract Documents. Similarly, restrictions, if any, that will be or are applicable to construction activities due to federal, state or local orders, laws, regulations or rules related to the COVID-19 pandemic (including, without limitation, social distancing, PPE, cleaning and disinfection requirements) may cause the Owner to have the Work or the Project commence later than the date specified in the Contract Documents. The Contractor acknowledges and agrees that there should be no additional compensation paid

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for schedule modifications caused directly or indirectly by the COVID-19 pandemic. The Contractor further acknowledges and agrees that its sole remedy for any schedule modifications or delays caused directly or indirectly by the COVID-19 pandemic shall be an extension of the Contract Time, if warranted. The Contractor further acknowledges and agrees that it shall have on file and provide a copy to the Owner of its written COVID-19 business reopening plan, and it shall comply in all respects with such plan for the duration of the Project. The Contractor, not the Owner, shall be responsible for compliance with its COVID-19 business reopening plan and all safety requirements associated with COVID-19 protections for workers and the general public.

### § 3.11 Documents and Samples at the Site

**§ 3.11.1** The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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**§ 3.11.2** The Contractor shall maintain at the site, and shall make available to the Owner, Construction Manager and Architect, one record copy of the Drawings (the "Record Drawings") in good order. The Record Drawings shall be prepared and updated during the prosecution of the Contractor's Work. The prints for Record Drawing use will be a set of black line prints provided by the Architect to the Contractor at the start of construction. The Contractor shall maintain said set in good condition and shall use colored pencils to mark up said set with "record information" in a legible manner to show: (i) deviations from the Drawings made during construction; (ii) details in the Work not previously shown; (iii) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; (iv) the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings, and stub-outs, etc.; (v) architectural or structural changes in the design; and (vi) such other information as either the Owner or Architect may reasonably request. At the completion of the work, the Contractor shall transfer all information on record drawings to reproducible drawings with new information clouded and noted. Such drawings shall be stamped with the Contractor's name and "AS-BUILT" in the lower righthand corner. The colored record drawings and the as-built reproducible drawings and a digital copy of same shall be forwarded to the Construction Manager for delivery to the Owner. Final payment and any retainage shall not be due and owing to Contractor until the Record and As-Built drawings receive the approval from the Architect and the Owner (and all other closeout requirements are met).

**§ 3.11.3** The Contractor shall maintain all approved permit drawings in a manner so as to make them accessible to government inspectors and other authorized agencies having jurisdiction over the Project. All approved drawings shall be wrapped, marked and delivered to the Owner within 60 days of final completion of the Contractor's Work.

### § 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. Each submittal shall bear written confirmation that the Contractor has satisfied its obligations under the Contract Documents with respect to the Contractor's review and approval of the submittal.

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

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

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**§ 3.12.4.1** Shop Drawings and product submittals for all site improvement, architectural, structural, mechanical, electrical and signal work shall be submitted to the Architect for its review. Refer to the Specifications Section 01 33 00 – "Submittals" for more complete information. Reference to Section 3.12 elsewhere in the Contract Documents shall also be read as referring to Section 01 33 00 of the Specifications.

**§ 3.12.4.2** The Contractor represents and warrants that all shop drawings shall be prepared by a person or entity possessing expertise and experience in the trade for which the shop drawing has been prepared and, if required by the Contract Documents or law, by a licensed professional engineer.

**§ 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.

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**§ 3.12.5.1** No extension of time will be granted to the Contractor because of failure to have Shop Drawings, Product Data, Samples or similar submittals submitted in ample time to allow for review by the Architect or its consultants.

**§ 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. Time is of the essence for this Project. The Work shall be performed continuously and without interruption, so that all Work can be completed in the time set forth in the Contract Documents. The accepted construction schedule shall be dated to reflect actual conditions (sometimes referred to as progress reports) as set forth in this Section or if requested by the Owner, Construction Manager or Architect

**§ 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. Resubmission of rejected documents shall be performed within ten (10) calendar days, or sooner if required by the progress of construction. No claim for delay or cost shall be accepted as a result of rejected submittal documents. If the Architect is required to review the Contractor's submittal more than twice, the Contractor shall bear the cost and expense associated with such additional review.

**§ 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing 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 written notice, the Architect's approval of a resubmission shall not apply to such revisions. Resubmission of rejected documents shall be performed within ten (10) calendar days. No claim for delay or cost shall be accepted as a result of rejected documents.

**§ 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.

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**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, who shall comply with reasonable requirements of the Owner regarding qualifications and insurance, and whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy 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.

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**§ 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.

**§ 3.12.11** The Architect's review of the Contractor's submittals will be limited to examination of an initial submittal and one resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

### § 3.13 Use of Site

**§ 3.13.1** The Owner shall not be liable to the Contractor, its Subcontractors of any tier, Suppliers, their employees or anyone else with respect to the condition of the Project site. The Owner shall have the right to refuse admittance to the site to any agent or employee of the Contractor, its Subcontractors of any tier, or its Suppliers whose presence the Owner deems hostile to the Owner's interests. The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The use of the Owner's assets and property are extremely limited. The Contractor shall fully comprehend the intent of the Contract Documents pertaining to site and building limitations including, without limitation, Division 1 Specifications sections, the phased construction plan, and the site safety and logistics plan(s).

**§ 3.13.2** The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

**§ 3.13.3** The Contractor shall perform and shall ensure that all its Subcontractors and Suppliers perform all Work in a manner that permits reasonable access to the Project site and to all adjacent premises. The Contractor shall not, and shall not permit any Subcontractor or Supplier to, conduct the Work in a manner that disturbs or that could be reasonably anticipated to disturb operations and persons located in or on portions of the site not affected by the Work. The occupied portion of any of the Owner's buildings shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

**§ 3.13.4** Construction Rules and Regulations. The following rules and regulations shall be observed and enforced by all Contractors in connection with all phases of the Work:

- **.1** In accordance with New York State law, smoking is prohibited anywhere on school property. Violators will be subject to arrest and/or fine of $1,000 per occurrence. No alcoholic beverages or controlled substances are permitted on school property, and persons under the influence of alcoholic beverages or controlled substances may not enter in or remain on school property.
- **.2** In accordance with the United States Gun-Free School Zones Act of 1994, no firearms are permitted within 1,000 feet of any school building, with certain limited exceptions as set forth therein. In addition to such limitations, no firearms shall be brought on school property without the Owner's express prior consent.

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.3 Appropriate protective gear (hard hats, safety shoes, goggles, etc.) are to be worn as required by OSHA standards, the New York State Department of Labor, and prudent practice. Shirts are to be worn at all times. No short pants are permitted.

.4 Any person who uses inappropriate language, or who is disruptive to the school environment, will be banned from the site.

.5 The Contractor's personnel shall not converse with school employees, students and or local residents.

.6 All persons on the Project site will comply with all reasonable instructions regarding conduct and safety which are given by the Architect, the Construction Manager or the Owner's school administrators.

.7 All construction materials shall be stored in a safe and secure manner. No deliveries will be allowed during school bus drop off or pick up hours as determined by the Owner. All deliveries shall be scheduled and coordinated with the Construction Manager and the Owner's Security department. Unexpected or uncoordinated deliveries may be turned away by the Owner or the Construction Manager at the discretion or necessity of the Owner. The Owner's enforcement of this provision shall not be construed by the Contractor or Subcontractor as the basis for a claim of delay in time or monetary damages alleged to have been incurred as a result of refusal of delivery.

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.8 Use of the existing building facilities during construction is prohibited, specifically including toilet rooms, telephones and water fountains.

.9 The Contractor's schedule shall allow for blackout dates during which no noisy Work will be allowed, as determined by the Construction Manager. The Contractor may consult the Owner's school calendar for all test and examination dates, but these dates are subject to change.

.10 To gain access to the Work, entrances and parking areas will be designated by the Owner for the Contractor's use. Any vehicles or trucks in non-designated areas may be towed at the Contractor's expense. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.

.11 Should it become necessary to obtain access to the existing building during construction hours for measurements or other non-disruptive work, the Contractor shall be escorted by the Construction Manager.

.12 All persons must wear photo identification badges at all times while working at the site. Identification badges must be provided by each prime Contractor for their respective personnel, including subcontractors, consultants, visitors and others. Each person without a badge shall be ordered to leave the Owner's property. The Contractor and its Subcontractors employing the offending person(s) shall be solely responsible for making up and paying for any loss production or required progress in the Work resulting from this action (including any claims by other Contractors dependent on the work of this Contractor).

.13 No asbestos containing products are to be used anywhere on this Project.

.14 No lead containing products are to be used anywhere on this Project.

.15 Asbestos manifests showing the locations of all known asbestos bearing materials are available in each building, and should be consulted prior to the commencement of any work, including but not limited to demolition.

.16 Demolition is to occur only when the building is unoccupied. Dust partitions and negative air are to be installed prior to commencing demolition. The Contractor must obtain Construction Manager approval on dust partitions and negative air prior to commencing demolition work. Debris shall be removed by using an enclosed chute or similar sealed system.

.17 (a) Prior to the commencement of Work, the Contractor must submit construction plans, which show the location of dust particles, exhaust & fresh air fans and describe in detail the operation procedures during demolition and construction which may generate dust.

(b) All entrances to classrooms shall be sealed with at least 6 mil. polyethylene sheeting to prevent dust created by demolition and construction work from entering the classrooms. Entrances and egress to the work zone shall be covered with a triple flap 6 mil. polyethylene doorway to allow access to the area without the release of dust. The Contractor is additionally responsible for all debris and dust infiltrating adjacent and undisturbed areas of the building.

(c) Shut down and lock out all electrical and HVAC in the work area. Cut, cap, and seal all duct work where it enters the work area from another space. All duct work and conduit within the space shall be removed during demolition work.

(d) The Contractor shall install dust protection barriers and poly sheeting. There shall be no or minimum damage to adjacent surfaces. The Contractor is responsible to repair any damage to existing surfaces.

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**.18** Painting or other chemical applications shall be done in the Owner's existing building only when it is unoccupied. Storage of chemicals and painting shall be outside the Owner's existing or new structures, and shall follow manufacturer's storage guidelines.

**.19** Oxygen or other gas containers shall be properly stored and secured per OSHA requirements, to the satisfaction of the Construction Manager. Failure to do so will result in a $250 back-charge, per occurrence.

**.20** The Contractor is responsible for cleaning its own materials and debris. Failure to maintain a clean work site daily will result in others performing the work at the Owner's request, and the Contractor will be back-charged for the cleaning cost plus construction administration fees. This may be done without the typical 3-day notice to the Contractor.

**.21** The Contractor must send a qualified representative, knowledgeable in the Project and authorized to make decisions on behalf of the Contractor, to every Project meeting.

**.22** The Contractor shall cooperate with the Owner's school principal and custodial staff; however, if any additional work is requested the Contractor shall not proceed unless written approval is received from the Owner. The Contractor will not be compensated for any additional work performed without the Owner's prior written approval.

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**.23** Deliveries sent to the Project site will not be signed for or unloaded by the Owner. They will be directed to the construction site and if no employee is on site, the delivery will be rejected, at the Contractor's expense.

**.24** The General Construction Contractor shall be responsible for managing dust and dirt. On the exterior, site shall be watered down frequently to prevent dust clouds from rising. Streets shall be maintained clean per the Construction Manager's request.

**.25** All hot tar roofing shall be installed after school hours or on weekends/holidays only. Kettles shall not be lit until all students have left the Owner's building.

**.26** The Contractor shall submit a weekly work schedule indicating work days, work hours and manpower allocation.

**.27** No storage of materials will be permitted within the Owner's buildings at any time during construction. The Contractor must provide exterior storage containers when required. The Contractor shall be responsible for securing appropriate space for its material with the Construction Manager prior to delivery. Final location of storage containers shall be determined by the Owner and/or Construction Manager. If insufficient space is available on the site, the Contractor shall provide local off-site storage, storage containers, etc. at its own cost and expense. Should any of the material stored on-site obstruct the progress of any portion of the Work or the Project, this material shall be removed by the Contractor without reimbursement of cost, from place to place or from the premises, as the Construction Manager may direct.

**.28** The General Construction Contractor shall be responsible for maintaining all appropriate site safety signage.

**.29** The Contractor shall be responsible for protecting the Owner's property. All existing shrubs, trees, lawn fixtures, sculptures and miscellaneous equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by Owner in writing.

**.30** The General Construction Contractor shall provide and service portable lavatories for the duration of construction as provided in the Contract Documents. Lavatories shall be serviced by the General Construction Contractor on a regular basis to maintain sanitary conditions.

**.31** The General Construction Contractor shall protect all existing roofs during construction and shall be responsible for any damage to roofs during construction. The General Construction Contractor shall make all repairs to any damaged areas, as required by the manufacturer of the roof system.

**.32** The General Construction Contractor shall be responsible for providing weather-proof protection over all rough openings, including windows.

**.33** Five (5) days after receipt of the Notice to Proceed, the Contractor shall provide two (2) copies of a videotaped recording of all existing conditions to the Construction Manager. This taping shall provide a record of all existing buildings, grounds, exterior conditions and interior conditions. The Contractor shall schedule a representative of both the Owner and the Construction Manager to be present at this taping. In the absence of this record, the Contractor shall be responsible for paying the costs associated with any and all repairs in an area where the Contractor is working or has worked, as may be deemed necessary by the Owner or the Construction Manager.

**.34** Manufacturers Material Safety Data Sheets (MSDS) shall be available at the site for all products used in the Project.

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**.35** No weapons are permitted on the Owner's property by law.

**.36** No Contractor, Subcontractor, nor any person on its behalf shall, in any manner, engage in discrimination, intimidation or harassment of any person on the Project site.

**.37** Proper attire is required for personal safety and clothing must not sexually explicit or contain messages of a vulgar nature, disrespectful of ethnic or religious groups, or which promote the use of tobacco, alcohol or drugs.

**.38** Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor.

**.39** The Contractor will ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work will be performed in such a manner that public areas adjacent to the site of the Work will be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, the Contractor will use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work; or (2) the Owner's building in the event of partial occupancy, as more specifically described in Section 9.9.

**.40** The Contractor is required to protect its Work and work areas, preconstruction, during construction and post construction.

**.41** 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.

**.42** The Contractor shall exert utmost care and diligence when working in or near any existing buildings or site work. The absence of protection around such items shall not excuse the Contractor from its liability to provide protection. Any damage to existing buildings, sitework or facilities shall be repaired and charged to the Contractor responsible for the damage.

**.43** The Contractor shall be responsible for the removal and replacement of existing ceiling tiles and grid in areas of the existing building where its Work is required and new ceilings are not scheduled for installation. In the event that the existing ceilings are damaged and cannot be replaced to the satisfaction of the Owner, the responsible contractor shall be liable for the costs of replacing in kind, the existing ceilings with new tile and grid.

**.44** The General Construction Contractor shall provide necessary and required security measures to adequately safeguard the construction site from vandalism and intrusion of unauthorized persons. The General Construction Contractor shall submit its means and methods of security to the Construction Manager for review and comment. The Project site must be secured 24 hours a day, 7 days a week including holidays. The General Construction Contractor's failure to secure the site as required by this paragraph will result in the Owner engaging the services of such necessary personnel so as to provide such security. No notice will be given the General Construction Contractor of the Owner's intention to engage such security services and all costs and expenses associated with the Owner's security of the site in this regard will be back charged to the General Construction Contractor. While the Owner may have security guards patrolling the project areas, the function of such security guards is not for the purpose of specifically guarding the Contractor's property or operations of work.

**.45** The Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the written consent of the Owner, which may be withheld in the sole discretion of the Owner.

**.46** Without limitation of any other provision of the Contract Documents, the Contractor will comply with all reasonable rules and regulations promulgated by the Owner or Construction Manager in connection with the use and occupancy of the Project site and the buildings, as amended from time to time by the Owner or the Construction Manager.

**§ 3.13.5** Separation of Construction Areas from Occupied Spaces: Construction areas which are under the control of the Contractor and therefore not occupied by the Owner's 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 Owner's 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

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plastic sheeting may be used only for vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas. Methods of dust and fume control shall include, but not be limited to:

**.1** Adequate ventilation;
**.2** Wetting down;
**.3** Keeping bags of insulating materials, cement, etc. closed;
**.4** Controlled mixing of materials under field conditions;
**.5** Special attention should be used in sawing insulation and certain acoustical materials and storage of materials;
**.6** Job housekeeping must be maintained; and
**.7** Advising all personnel of hazardous conditions, including supervisors and workers.

**§ 3.13.6** Prior to starting Work, the Contractor shall submit a written report to the Owner, Construction Manager and Architect identifying existing damage to roads, walks, lawns, buildings and other property to be affected by this Contract. Failure to submit the report shall render the Contractor responsible for existing damage. The Contractor may request and schedule an inspection with the Owner, Construction Manager and Architect prior to submittal of the report. The Contractor shall obtain the consent of adjoining property owners regarding temporary easements of any other manner of physical encroachment.

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### § 3.14 Cutting and Patching

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

**§ 3.14.3** The word "new" used herein shall mean Work which has been or is to be installed under the terms of the Contract for this Project. The word "existing" used herein shall mean existing conditions previous to the award of a Contract for this Project. In order to eliminate cutting and patching as much as possible, the Contractor shall, during the progress of its Work, provide and set proper sleeves, inserts, and other fixtures as required for its new Work and shall give proper and detailed instructions to others where the Work may be affected by their work, with adequate notice prior to the erection of new Work. Cutting and patching work as required to install new Work or remove existing work shall be done carefully and neatly with as little damage as possible. The Contractor shall refer to the Specifications for proper cutting and patching requirements. Any costs caused by defective or ill-timed Work of the Contractor shall be borne by the Contractor. Cutting and patching of any Work shall be made in such a manner as to not breach any provisions of any guaranty or warranty on existing work left in place or any guaranty or warranty required for the Contractor's new Work. Patching of work shall match existing adjacent surfaces and patchwork shall be disguised completely to hide any trace of patching. All new Work on existing roofs must be provided by a company specializing in performing the Work and approved by the existing roofing material manufacturer. It shall be the responsibility of the Contractor performing the cutting and patching to maintain any existing roofing warranty.

**§ 3.14.4** Only trades persons skilled and experienced in cutting and patching shall perform such 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. On a daily basis, the Contractor shall clean the areas in which it has performed work and shall remove all waste, materials, rubbish, its tools, construction equipment, machinery and surplus materials. 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. The Contractor shall completely clean the site of the Work, removing and disposing of all construction-related debris and rubbish, and cleaning all Work-related stains, spots, marks, dirt, mortar smears, plaster smears, paint smears, caulking smears,

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and other foreign materials from exposed surfaces inside and outside the Owner's buildings and within the Project limit lines.

**§ 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. At its option, the Owner may deduct the cost of clean-up pursuant to this Section 3.15.2 from any payments otherwise due to the Contractor pursuant to this Contract.

### § 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. Federal, state, and local agencies with jurisdiction over the Project shall at all times have access to the Work wherever it is in preparation or progress. The Contractor shall provide for such access so that such agencies may perform their functions. The Contactor shall also allow access for all required tests and inspections.

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### § 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, and cause its Subcontractors to, defend, indemnify and hold harmless the Owner, Construction Manager, Architect, and their consultants, officers, directors, board members, agents and employees of any of them (collectively, "Indemnitees," individually, "Indemnitee") from and against all losses, damages, liabilities, actions, causes of action, claims, demands, fines, penalties, judgments, costs (including but not limited to attorneys' fees and expenses incurred in connection therewith and in the enforcement of this indemnification), charges, expenses and demands of whatever kind in connection with or arising from or out of (a) any negligent, willful or wrongful act or omission resulting in bodily injury (including death), personal injury or property damage (including loss of use) by the Contractor, its Subcontractors and Suppliers, their respective officers, employees, servants, agents, suppliers, invitees, successors and assigns (collectively, "Contractor Parties," and individually, "Contractor Party"), (b) performance of or failure to perform the Work or any breach of this Contract or infringement of any patent right by any Contractor Party, or (c) any statutorily imposed liability for injury to employees or failure to comply with any laws or regulations affecting the Work, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Nothing contained herein shall be construed to obligate the Contractor to indemnify, defend, and hold an Indemnitee harmless for claims caused solely by the Indemnitee's negligent acts or omissions.

The Contractor agrees to include the following indemnity provision in each and every contract it enters into with a Subcontractor, and to require that Subcontractor to include such provision in each contract it enters into with any lower tier Sub-subcontractor: "To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless the Contractor, Owner, Owner's Consultants, Construction Manager's and Architect's consultants, and each of their respective representatives, board members, employees, directors, officers, and agents, from and against any and all claims, suits, actions, damages, losses, fines, penalties, costs, charges and expenses, including but not limited to attorneys' fees and the costs of any proceeding, arising out of or resulting from any performance of or failure to perform the Work, acts or omissions of the Subcontractor, its lower-tier Sub-subcontractors, and others for whom the Subcontractor is responsible, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or economic losses or damages, damage to or destruction of property, and for environmental damage, or to injury to or destruction of tangible property and nuisance, but only to the extent caused by the acts or omissions or a breach of contract of the Subcontractor, a Sub-Subcontractor to Subcontractor, and any person or entity directly or indirectly employed by them or any person or entity 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."

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**§ 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.

**§ 3.18.3** The Contractor's defense and indemnity obligations under this Section 3.18 shall specifically include all claims and judgments that may be made against the Indemnitees under the Labor Law of the State of New York, and similar laws of other state or governmental bodies having jurisdiction; and further, against claims and judgments arising from violation of public ordinances and requirements of governing execution of the Work.

**§ 3.18.4 Claims by Governmental Authorities.** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Indemnitees from and against claims, damages, losses, and expenses arising out of any claims made against the Indemnitees under the laws of federal, state, or other governmental bodies having jurisdiction over the Work, including but not limited to claims arising from violation of public ordinances and other requirements of governing authorities, due to the Contractor's method of execution of the Work or implementation of any of the Contractor's other obligations under the Contract Documents.

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**§ 3.18.5 Liens and Security Interests.** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Indemnitees from and against any actions, lawsuits, or other proceedings brought against Indemnitees as a result of liens or security interests of any type arising from the Work and filed against the Work, the site of any of the Work, the Project site and any improvements thereon, payments due the Contractor, or any portion of the property of any of the Indemnitees.

**§ 3.18.6 Intellectual Property.** The Contractor shall defend, indemnify, and hold harmless the Indemnitees from and against any claim or demand for patent fees, royalties, or otherwise on account of any invention, machine, article, process, copyright, or arrangement that may be used by the Contractor in performing the Work, other than as to any of the foregoing expressly called for in the Contract Documents to be so used. In the event of any injunction or legal action regarding such claim or demand that results in stopping the Work in whole or part, the Owner shall have the right to direct the Contractor to change the manner of performance of the Work to avoid such stoppage, all cost and expense occasioned thereby to be borne solely by the Contractor.

**§ 3.18.7** The Contractor shall further indemnify and hold harmless the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity, and hold harmless obligations under this Section 3.18 or as may otherwise be provided elsewhere in the Contract.

**§ 3.18.8** Subject to Section 3.18.9, all obligations of the Contractor under this Section 3.18 to defend the Indemnitees are obligations to provide full defenses at the sole cost and expense of the Contractor, regardless of any alleged culpability on the part of any Indemnitee or any ultimate determination of relative shares of liability of any Indemnitee or limitation of the Contractor's indemnity obligations in light of such determination.

**§ 3.18.9** To the extent any defense, indemnity, or hold harmless obligations under this Section 3.18 are made void or otherwise impaired by any law controlling their construction (including but not limited to laws limiting such obligations to the extent of the portion of damages caused by an indemnitor), such obligations shall be deemed to conform to the greatest rights to defense and indemnity permitted by such law (including but not limited to New York State General Obligations Law Section 5-322.1).

**§ 3.18.10** All provisions of this Section 3.18 shall survive termination of the Agreement or final completion. No obligations under this Section 3.18 shall be construed to negate, abridge, or reduce other rights or obligations to defense and indemnity, including but not limited to common law indemnity, which would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.19 Existing Features and Underground Data**

**§ 3.19.1** The location of existing features shown on plans is intended for general information only. The Contractor, alone, is responsible for accurate determination of the location of all structures, and shall not be entitled to any

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increase in the Contract Sum or Contract Time due to difficulties or distances encountered in the Work, which should have been foreseeable thereby.

**§ 3.19.2** The locations, depths and data as to underground conditions have been obtained from records, surface indications and data furnished by others. Information furnished is solely for the convenience of the Contractor without any warranty, expressed or implied as to its accuracy or completeness. The Contractor shall make no claim against the Owner, Construction Manager or Architect with respect to the accuracy or completeness of such information if it is erroneous, or if the conditions found at the time of construction are different from those as indicated.

### § 3.20 Construction Stresses

**§ 3.20.1** The Contractor shall be solely responsible for the conditions which develop during construction and in the event any structure is dislocated, over strained, or damaged so as to affect its usefulness, the Contractor shall be solely responsible. The Contractor shall, at its own expense, take whatever steps necessary to strengthen, relocate, or rebuild the structure to meet all applicable requirements.

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**§ 3.20.2** The Contractor is responsible for restoration and repair of utilities, private property, buildings, pavement, walkways, roads, or other property damaged by its activities under its Contract.

### § 3.21 Training and Instructions

**§ 3.21.1** Upon Substantial Completion of the Work, the Contractor shall orient and instruct personnel of the Owner designated by it in the operation and maintenance of all equipment furnished by the Contractor and shall turn over all pertinent literature and operational manuals relating to the equipment. The format for organizing, binding, and delivering such manuals shall be as described in the Specifications. All Owner training sessions to be video recorded by the Contractor and digital copies provided to the Owner upon closeout for the Owner's future use.

## ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

### § 4.1 General

**§ 4.1.1** 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.

**§ 4.1.2** The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity 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.

**§ 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, and Architect. Consent shall not be unreasonably withheld.

**§ 4.1.4** If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

### § 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 and during the correction period described in Article 12. The Construction Manager and Architect have the 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

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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. The Contractor shall participate with other Contractors and the Construction Manager, the Architect and Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall constitute the schedules to be used by the Contractor, other Contractors, the Architect, the Construction Manager and the Owner until subsequently revised.

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**§ 4.2.4.1** The Contractor will assume full responsibility for the execution of its Work in the allotted duration times set forth in the Project Schedule.

**§ 4.2.5** The Construction Manager, except to the extent required by Section 4.2.4, and the Architect will not have control over, or charge of, 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, except as provided in Section 3.3.1, 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 Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

**§ 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 additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such 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, material and equipment 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

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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.

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**§ 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 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 Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, 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.

**§ 4.2.12.1** The Architect's review of Contractor's submittals shall be limited to an initial submittal and one (1) resubmittal. If the Architect is required to review additional submittals because the initial submittal and resubmittal failed to conform to the information given and the design concept expressed in the Contract Documents, the amount of compensation paid to the Architect by the Owner for additional services shall be deducted from the payments to the Contractor.

**§ 4.2.12.2** The review will not be considered complete until an "ACTION" stamp or other written notice to that effect has been received by the Contractor.

**§ 4.2.13** The Construction Manager will prepare Change Order, Allowance Disbursements and Construction Change Directives forms.

**§ 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 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

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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 duties, responsibilities and limitations of authority of such Project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**§ 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.

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**§ 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.

**§ 4.2.19.1** If Work is described or indicated in a manner which makes it impossible to carry out the requirements of the Contract Documents, or should discrepancies appear among the Contract Documents, the Contractor shall request interpretation before proceeding with the Work. If the Contractor fails to make such a request, no excuse will be entertained for failure to carry out the Work of the Contract Documents. Should a conflict occur in or between Contract Documents, the Contractor is deemed to have included in the Contract Sum the more expensive manner of doing the Work.

**§ 4.2.20** The Architect's decisions, after consultation with the Owner, 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 to 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.

**§ 5.1.3** The term "Specialist" or "Specialty Contractor" as used in the Contract Documents shall mean an individual or firm of established reputation, or, if newly organized, whose personnel have previously established a reputation in the same field, which is regularly engaged in, and which maintains a regular force of workers skilled in either manufacturing or fabricating items required by the Contract, installing items required by the Contract, or otherwise performing work required by the Contract.

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### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

**§ 5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within ten (10) days after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.1.1** In no case shall payments be made on the Contract until a complete list of Subcontractors has been submitted by the Contractor to the Construction Manager for review by the Owner, Construction Manager, and Architect. Such list shall not be considered complete if the Owner, Construction Manager or Architect has any reasonable objection to any name listed thereon. Such list shall be submitted and resubmitted if necessary until it is considered complete.

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**§ 5.2.1.2** Subcontractors will not be acceptable unless, when requested by the Owner, Architect or Construction Manager, evidence is furnished by the Contractor that the proposed Subcontractor has satisfactorily completed similar subcontracts as contemplated under this Contract, and has the necessary experience, personnel, equipment, plant and financial ability to complete the proposed subcontract in accordance with the intent of the Contract Documents and the Project Schedule. As verification of financial ability, the Owner reserves the right to request and receive up to five (5) years of financial statements, bank references, bond/insurance company references and all other information required to assess financial ability.

**§ 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 and Architect have no objection. No increase in the Contract Sum shall be allowed where a Subcontractor is rejected by the Architect, Construction Manager or Owner who is (1) deemed unqualified to perform the particular work subcontracted by the Contractor, (2) does not have the necessary experience, personnel, equipment, plant and financial ability to complete the subcontract, or (3) has a history of poor performance of work of similar nature. Upon receipt of a rejection of a Subcontractor by the Architect, the Contractor shall have the right to request a meeting with the Architect, Construction Manager and the Owner to discuss the reasons it believes the proposed Subcontractor is qualified to perform the work. Upon review of such reasons, the Architect shall reconsider its determination and shall advise the Contractor of its determination upon such review. If the Architect still finds that such proposed Subcontractor does not meet the requirements above stated, it shall advise the Contractor. The Architect's determination upon such review shall be final and binding on the Contractor and its proposed Subcontractor and the Contractor hereby waives any and all claims it or its proposed Subcontractor might have against the Owner, the Construction Manager and/or the Architect concerning the rejection of such Contractor and shall require its Subcontractors to execute such similar waiver in its agreement with the Contractor.

**§ 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.

**§ 5.2.5** The Maintenance of the Project Schedule is critical. Time is of the essence for this Project. The Contractor shall award subcontracts to entities capable of performing in a manner that will maintain the Project Schedule and require its subcontractors to complete their work in accordance with the Project Schedule.

**§ 5.2.6** Upon written request from or on behalf of the Owner, the Contractor shall provide to the Owner executed, unredacted copies of all subcontracts, purchase orders or other agreements relating to the Work.

### § 5.3 Subcontractual Relations

**§ 5.3.1** 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

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assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these 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. Each subcontract shall contain provision for execution of lien waivers in form and substance acceptable to the Owner as a condition of payment by the Contractor. The Contractor shall require each Subcontractor to (1) inspect the Project site, including all relevant surfaces and job conditions, before beginning the Work and (2) accept or cite necessary corrections in the Project site, including surfaces or job conditions, before beginning the Work.

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**§ 5.3.2** The Contractor shall promptly notify the Owner and Architect of any material defaults by any Subcontractor and whether it has terminated its agreement with any of its Subcontractors for any reason.

### § 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 pursuant to Article 14 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 90 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

**§ 5.4.4** All subcontracts over $10,000 shall be in writing with copies of the written subcontract provided to the Owner promptly upon request.

## 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, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions 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.

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**§ 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.

**§ 6.1.4** The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

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### § 6.2 Mutual Responsibility

**§ 6.2.1** The Contractor recognizes and acknowledges that the Project is governed by and subject to the provisions of New York State General Municipal Law §101, et seq., governing the award of contracts on public improvement projects. As such, the Contractor recognizes and acknowledges that other Contractors or Separate Contractors will be performing work on the project in conjunction with it. As such, the Contractor shall afford the Owner's own forces and other Contractors or Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.1.1** The Contractor shall not commit or permit any act which will interfere with the performance of the work of any other Contractor or Separate Contractor performing work on the Project. If the Contractor sustains any damage through any act or omission of Separate or other Contractors having a contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a subcontractor of such Separate or other Contractor, the Contractor shall promptly notify the Owner and the Construction Manager of such damage

**§ 6.2.1.2** The Contractor agrees to defend and indemnify Owner, Architect, Construction Manager, Consultants and Sub-consultants, from all claims made against any of them arising out of the Contractor's acts or omissions or the acts or omissions of any subcontractor of the Contractor which have caused damage to the Owner, Architect, Construction Manager, Separate Contractor or other Contractor on the project. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, or by the exercise of any other remedy provided for by the contract or by law. Further, the Owner shall withhold from the Contractor's Contract Sum an amount sufficient to cover such damage and all expenses and costs associated with the damage sustained.

**§ 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, Separate Contractors or other Contractors that are not apparent.

**§ 6.2.2.1** The Contractor shall promptly correct discrepancies or defects in its Work identified by Separate Contractors as affecting proper execution and results of the work of the Separate Contractors.

**§ 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.

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**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

**§ 6.2.5** The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

**§ 6.2.6** Should the Contractor or its Subcontractors cause damage to the work or property of any Separate Contractor or other Contractor, the Contractor shall, upon due notice, promptly attempt to settle by agreement or otherwise resolve the dispute with the Separate Contractor or other Contractor. If such separate trade contractor or other Contractor sues or makes any other claim against the Owner, Construction Manager, or Architect on account of any damage alleged to have been caused by the Contractor or its Subcontractors, the Contractor shall defend, indemnify, and hold harmless the Owner, Construction Manager, and Architect against such claim or proceedings at the Contractor's own expense. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, or by the exercise of any other remedy provided for by the Contract Documents or by law. Further, the Owner shall be entitled to withhold from the Contractor's Contract Sum an amount sufficient to cover such damage and all expenses and costs associated with the damage sustained.

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**§ 6.2.7** When the Work of the Contractor or its Subcontractors overlap or dovetail with that of other Contractors, materials shall be delivered and operations conducted to carry on the Work continuously, in an efficient, workmanlike manner.

**§ 6.2.8** In case of interference between the operations of the Contractor and other Contractors, the Construction Manager will be the sole judge of the rights of each contractor and shall have the authority to decide in what manner the Work may proceed, and in all cases its decision shall be final. Any decision as to the method and times of conducting the Work or the use of space as required in this paragraph shall not be basis of any claim for delay or damages by the Contractor.

**§ 6.2.9** The Contractor, including its Subcontractors, shall keep itself informed of the progress of other Contractors and shall notify the Architect or the Construction Manager immediately in writing of lack of progress on the part of other Contractors where such delay will interfere with its own operations. Failure of the Contractor to keep informed of the work progressing on the Project and failure to give notice of lack of progress by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with the Contractor's Work.

**§ 6.2.10** Delays or oversights on the part of the Contractor or its Subcontractors in getting any or all of the Work done in the proper way, thereby causing cutting, removing and replacing Work already in place, shall not be the basis for a claim for extra compensation.

**§ 6.2.11** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner, Separate Contractor or other Contractor, the Contractor shall, prior to proceeding with that portion of its Work, promptly report to the Architect and Construction Manager apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report such condition shall constitute an acknowledgment that the Owner's, Separate Contractor's or other Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work.

**§ 6.2.12** The Contractor shall promptly correct discrepancies or defects in its Work which have been identified by Separate Contractor(s) or other Contractor(s) as affecting proper execution and results of the work of such Separate Contractor(s) or other Contractor(s).

### § 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.

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## 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, only by Change Order, Construction Change Directive or field order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. The Owner may in its sole discretion deduct or reduce the scope of the Contractor's Contract with or without any specific reasons therefor.

**§ 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; a field order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.2.1** Field orders are an interpretation of the Drawings or Specifications which order minor changes in the Contractor's work which will not result in an increase or decrease in the Contract Sum. From time to time, the Architect may issue field orders to the Contractor. The work included in such field order shall be performed by the Contractor at no additional cost to the Owner and shall not form the basis for a claim for an extension of the Contract Time. Hence, the Contractor shall perform the work included in field orders so as to cause no delay to its Work or the work of other Contractors or Separate Contractors engaged by the Owner in connection with the Project. All field orders shall be given to the Contractor and the Construction Manager by the Architect in writing.

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**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or field order for a minor change in the Work. Additional work performed without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Sum or an extension of the Contract Time. No course of conduct or prior dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment of the Owner, shall be the basis for any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents. No amount shall be payable by the Owner to the Contractor for performance of work without a written and fully executed Change Order.

**§ 7.1.4** Costs for changes in the Work shall not be allowed in excess of usual rentals charged in the area where the Project is located for similar equipment of like size and condition, including costs of necessary supplies and repairs for operating equipment on site in connection with other work unless its use incurs actual and additional costs to Contractor. If equipment not on Site is required for change in work only, cost of transporting equipment to and from Site will be allowed.

**§ 7.1.5** When the Owner or Architect (in association with the Construction Manager) request that the Contractor perform work which is not included in the Contract Drawings or Specifications and which will result in additional cost to the Owner, the Architect shall issue a PCO number and shall request that the Contractor submit its proposal for performing such additional work. The Contractor shall submit its proposal to the Construction Manager and Architect for review. The Contractor's proposal shall include a complete itemization of the costs associated with performing its work including labor and materials. All proposals for any work that a Contractor, its Subcontractor(s) or Sub-subcontractor(s) perform in connection with additional work shall be properly itemized and supported by sufficient substantiating data, including but not limited to material descriptions, material quantities, material unit prices, labor trade listings, labor hour quantities, labor trade rates, equipment descriptions and equipment rates with a percentage allowance for overhead and profit as set forth in Section 7.3.11.

| | | |
|---|---|---|
| 1. | Materials (Itemized Breakdown) including quantities and cost | |
| 2. | Labor (Itemized Breakdown) | |
| 3. | Subtotal (Add lines 1 and 2) | |
| 4. | Credit for Work not required due to additional or changes to the Work reflected in the within change order (if any) | |
| 5. | Overhead (10% x line 3) | |

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| | | |
|---|---|---|
| 6. | Subtotal (Add lines 3 through 5) | |
| 7. | Subcontract Work (Include itemized breakdown. Subcontractor's overhead and profit allowed is 10%) | |
| 8. | Subtotal (Add lines 6 and 7) | |
| 9. | Profit (5% x line 8) | |
| 10. | Subtotal (Add lines 8 and 9) | |
| 11. | Rental Value of Equipment (Itemized Breakdown) | |
| 12. | Actual additional charges for bonds | |
| 13. | TOTAL CHANGE ORDER (Add lines 10, 11 and 12) | |

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**§ 7.1.6** Overtime, when specifically authorized by the Owner in writing, and not as a corrective measure by the Contractor to expedite the progress of construction as ordered by the Owner based on its determination that the performance of the Work has not progressed to the level of completion required by the approved Schedule, shall be paid for by the Owner on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period. Overhead and profit will not be paid by the Owner for overtime.

**§ 7.1.7** Unit prices shall be submitted in the Bid Form for various items as set forth therein, and are subject to approval and acceptance by the Owner. The Owner reserves the right to reject any unit price which is unreasonable or unbalanced, as compared with prevailing costs, or as compared with the unit prices submitted by other bidders for the Project. Approved unit prices quoted shall include all profit, overhead, bonds, insurance, labor, materials, equipment, tools, applicable taxes necessary to complete the work item and shall apply to all work added or work deducted.

**§ 7.2 Change Orders**

**§ 7.2.1** 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.

**§ 7.2.1.4** Changes in the Work involving additional Work or deletion of Work effecting an addition to or subtraction from the Contract Sum shall not be made until the Contractor submits to the Architect and Construction Manager 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 an appropriate Change Order has been issued. If requested, the Contractor shall submit detailed quotations for Subcontractors and material suppliers. Changes in the Work when not involving additions or deletions from the Contract Sum shall not be made until the Architect has issued an appropriate Change Order. All Change Orders must have the approval of the Owner, Construction Manager and Architect in writing.

**§ 7.2.2** Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

**§ 7.2.3** Agreement on any Change Order shall constitute a final settlement of all Claims and other matters related to the change in Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change (including, without limitation, all costs of associated delay, interference, acceleration, inefficiency, overhead, as well as costs of material, labor and supervision), and any and all adjustments to the Contract Sum and the Contract Time. Payment of a Change Order shall constitute accord and satisfaction of all Claims of the Contractor in connection with the change or changes to the Contract addressed by the Change Order and it is understood and agreed that a signed Change Order shall be the complete and fully integrated agreement for all related costs and there are no oral or written understandings, reservations, representations or agreements, directly or indirectly, connected with the Change Order and not affirmatively stated on the signed Change Order. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Orders in Applications for Payments as if such Work were originally part of the Contract Documents.

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**§ 7.2.4** Upon the Contractor's completion of the Change Order work, and prior to payment being made to the Contractor for such work, the Contractor shall provide the Owner with the following information:

**.1** Certified payrolls itemizing the labor actually utilized in connection with the Change Order work; and

**.2** Copies of invoices from its Subcontractors supplying work in connection with the Change Order work.

**§ 7.2.5** Additional work performed without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Sum or an extension of the Contract Time, except at provided in Section 7.3, and except in the case of an emergency as provided in Section 10.4.

### § 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.

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**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. In the event the Contractor and the Owner cannot agree on the sum by which the Contract Sum or the amount of time by which the Contract Time is to be increased or reduced based upon changes to the scope of the Work as described in Article 7, the Architect or Construction Manager shall issue a Construction Change Directive reflecting the increase or reduction of the scope of the Contractor's Contract.

**§ 7.3.2.1** If the Owner and the Contractor cannot agree that the requested Work properly forms the basis for a Change Order or on the sum by which the Contract is to be increased or reduced based upon changes to the scope of Work, the Architect or Construction Manager shall issue a Construction Change Directive signed by the Owner, Construction Manager and Architect reflecting the addition to, or deduction of, the scope of Work and the Contractor shall (a) in the case of additional work to be performed by the Contractor, perform such additional work in an expeditious manner so as not to delay the Work of the Contractor or other Contractors working at the site and keep records of its performance of such additional work, and (b) in the case of work to be deducted from the scope of the Contractor's Work, refrain from taking any steps in connection with the work associated with the deduction of the Contractor's Work. The Construction Change Directive shall include: (a) a description of the work being added or deducted from the Contractor's scope of Work; (b) the amount the Owner has determined to be the cost associated with the additional work or deduction of the scope of the Contractor's Contract until the Owner and the Contractor agree upon the increase or decrease in the Contractor's Contract Sum, or until a claim filed by the Contractor has been determined; and (c) the extent to which the Contract Time will be adjusted as a result of the change in the scope of Work. Any claims must be filed in accordance with the requirements set forth in Article 15 of these General Conditions. Failure to timely file any claim in accordance with requirements set forth therein shall constitute a waiver of such claim.

**§ 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 (unit prices shall be deemed to include all costs and expenses for the Contractor's changed Work, including costs of general conditions, insurance/bonds and overhead and profit attributable to the change);

**.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee subject to the limitations of Section 7.3.11; or

**.4** As provided in Section 7.3.4 subject to the limitations of Section 7.3.11.

**§ 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 7.3.11, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data.

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Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Actual costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance. Labor rates shall be calculated based only on the worker's actual base wage rate and those payroll burdens which the Contracts (or Subcontractor) is obligated to and does pay for labor in connection with the change. Labor rates shall not include any amount for overhead type expenses, including, but not limited to, charges for home office costs, management supervision, training, vehicles and pickups, travel, reproduction, temporary facilities, computers, office equipment, small tools, expendables, safety, etc.;

.2 Actual costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed. Sales taxes, if any are required, shall be indicated and added after the cost of the change is calculated. No overhead or profit will be paid on sales tax;

.3 Actual rental costs of machinery and equipment, exclusive of hand tools, rented from third parties; and

.4 Actual costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the additional work. The Contractor shall submit with its proposal actual invoices from its insurance broker reflecting actual additional costs associated with the procurement of bonds and insurance.

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**§ 7.3.5** If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the 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. Any claims must be filed in accordance with the requirements set forth in Article 15 of these General Conditions. Failure to timely file any claim in strict accordance with requirements set forth therein shall constitute a waiver of such claim.

**§ 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** When the Owner or Architect request that portions of the Contractor's Work originally included in the Drawings or Specifications be deleted and which will result in a reduction of the Contract Sum, the Architect shall request that the Contractor submit its proposal for deleting the scope of such Work from the Contract. The Contractor's proposal shall include a complete itemization of the costs associated with deducting such work including labor and materials and shall be submitted using the format set forth in Section 7.1.5 or the schedule of values, whichever is greater. The Contractor shall not be entitled to retain its overhead and profit for such work nor shall any of its subcontractors which were to perform the work being deducted from the Contractor's scope of Work. Additionally, the Contractor shall reflect the reduced cost of premiums on bonds which are to be supplied herein as a result of such change. 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.

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**§ 7.3.11** The limit for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

**.1** For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the direct cost for labor and materials.

**.2** For the Contractor, for Work performed by the Contractor's Subcontractor, maximum of five percent (5%) of the amount due the Subcontractor for the Contractor's overhead and profit. For the Subcontractor, for Work performed by the Subcontractor's own forces, ten percent (10%) of the direct cost for labor and materials. The total combined overhead and profit for a change order shall be limited to 15% of the direct cost regardless if the Work is performed by the Contractor or the Subcontractor.

**.3** The markup on any part of the Work a Subcontractor subcontracts will be limited to one overhead and profit figure, in addition to the Contractor's overhead and profit markup. The Subcontractor and Sub-subcontractor may divide the overhead and profit amount as they agree upon.

**.4** Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.

**.5** In order to facilitate checking of quotations for extras and credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and subcontracts. Labor and material shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also.

**.6** Overhead and profit mark-up shall include, but not be limited to, the following:

- **.1** home office expense;
- **.2** field office expense;
- **.3** supervision;
- **.4** project management & estimation; and
- **.5** small tools & equipment.

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### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## ARTICLE 8 TIME

### § 8.1 Definitions

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed or extended by the failure to act of the Contractor or persons or entities for whom the Contractor is responsible to act.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of final completion is the date certified by the Architect and Owner in accordance with Section 9.10. Unless otherwise agreed in writing by the Owner, the Contractor agrees that final completion shall occur not more than 30 calendar days after the date of Substantial Completion.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**§ 8.1.5** Work remaining to be completed after Substantial Completion, shall be limited to items which can ordinarily be completed within a thirty (30) day period (one month) before final payment is made.

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**§ 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 commence Work on the site until two certified copies of all insurance policies and bonds required by Article 11 of these General Conditions are provided to the Owner and accepted by the Owner. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. The Work can not start until required insurance and bonds are provided and the Contract has been executed.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and final completion within the Contract Time. The Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the Contract Time specified and, further, to provide such protections as may be necessary. It is expressly understood and agreed by the Contractor that the time for the substantial and final completion of the Work is a reasonable time for its completion, taking into consideration, among other things, the average climatic range and usual weather conditions prevailing in the Project's locality.

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**§ 8.2.4** In no case shall the Contractor delay the progress of the Work, or any part thereof, on account of changes in the Work or disputes caused by proposed or ordered changes in the Work (including the equitable value of the changes), or any disputes or disagreements as to the Work or extra work.

**§ 8.2.5** The Contractor recognizes that achieving Substantial Completion and final completion of the Work in accordance with the time limits set forth in the Agreement and as further set forth in the Milestone Schedule provided in the Project Manual are material conditions of this Agreement, and that if the Contractor fails to achieve Substantial Completion and final completion of the Work in accordance with such schedule, the Owner will incur damages as a result. The Owner and Contractor agree that the amount of such damages is difficult to ascertain with any precision. The Contractor and Owner have attempted to estimate reasonable daily figures for liquidated damages, not to penalize the Contractor for late completion, but to reasonably estimate probable losses and damages to the Owner in the event of the late completion. If the Contractor does not achieve the completion date and milestone date for each Work item in the Contract, a milestone or critical path date reflected on the Project Schedule, or the date of Substantial Completion or final completion for the Work or any part thereof, liquidated damages will be assessed in the amount of $1,000.00 for each and every calendar day after such time allowed for completion until Substantial Completion or final completion actually occurs.

**§ 8.2.5.1** The Contractor realizes that time is of the essence on this Contract and the Substantial Completion date and final completion date for each Work item in its Agreement, a milestone date reflected on the Project Schedule, or the date of Substantial Completion or final completion of the Contractor's Work shall be no later than the date indicated therein. In the event the Contractor fails to complete any Work or substantially complete the Work by said schedule date, the sum per calendar day for each date not met, as delineated above, will be subtracted from the payment due the Contractor (or, if the amount due Contractor as payment is insufficient, any deficiency shall be paid by the Contractor to the Owner), except in cases where the Contractor has applied for and been granted an extension of the Contract Time in accordance with the provisions of the Contract Documents.

**§ 8.2.5.2** The said sum per calendar day shall constitute the liquidated damages incurred by the Owner for each day of delay beyond the agreed upon dates of Substantial Completion or final completion. The foregoing liquidated damages are intended to compensate the Owner only for the loss of beneficial use of the Work of the Contract. In the event the Contractor fails to complete all Work under this Contract by said scheduled dates, in addition to the liquidated damages incurred by the Owner in connection with the Contractor's delay, to the fullest extent permitted by law, the Contractor shall be liable for all costs incurred by the Owner for additional services provided by the Architect and Construction Manager, as well as liabilities to other Contractors and Separate Contractors working on the Project.

**§ 8.2.5.3** The Owner's right to liquidated damages shall survive abandonment of the Work by the Contractor or the Owner's termination of the Contract.

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**§ 8.2.5.4** Notwithstanding the foregoing, if one or more of the liquidated damages provisions set out in the Agreement are held to be legally unenforceable as a penalty, the Owner shall be allowed to recover actual damages caused by the Contractor's failure to achieve the applicable Contract Time requirements.

**§ 8.2.6** If the Contractor does not achieve Substantial Completion and final completion within the Contract Time established in the Notice to Proceed and acknowledged in the Agreement between the Owner and Contractor, the Contractor shall be responsible for the cost of reimbursement of the Owner for payments made to the Architect and Construction Manager for services rendered by either of them from the end of the Contract Time established in the Notice to Proceed until Substantial Completion and final completion are achieved. If the Owner is required to pay the Architect or the Construction Manager in accordance with its agreements with each of them, the Owner will back-charge the Contractor.

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**§ 8.2.7** In the event the Contractor fails to complete all Work under this Contract by said scheduled dates, the Contractor will not be permitted to perform any work during normal school hours. Such work shall only be performed after school hours, Saturdays, Sundays, holidays or periods when school is unoccupied at no additional cost of any kind to the Owner. In addition to damages incurred by the Owner in connection with the Contractor's delay, the Contractor shall be liable for all costs incurred by the Owner to provide staff, Architect and Construction Manager personnel as required to make facility accessible by Contractor and perform inspections during such off hours.

**§ 8.2.8** The Contractor understands that in order to meet the requirements of the Project Schedule, including intermittent milestone and critical path dates set forth in the Contract Documents, it may be required to work its personnel and equipment overtime on regular workdays and on Saturdays and holidays, the cost of which is included in the Contract Sum. If the Owner specifically approves in writing reimbursement for overtime, the Contractor shall be paid by the Owner on the basis of the premium payment.

**§ 8.2.9** The Owner shall have the right at any time to modify the Project Schedule; to suspend, delay or accelerate, in whole or in part, the commencement or execution of the Work or any potion thereof or to vary the sequence thereof; and to prescribe the time, order and priority of the various portions of the Work, and all other matters relating to the scheduling of the Work. The Contractor shall not be entitled to additional compensation for any such decisions made by the Owner.

### § 8.3 Delays and Extensions of Time

**§ 8.3.1** If the Contractor is delayed in the commencement or progress of the Work as a result of: Acts of God (such as tornado, flood, hurricane, pandemics, epidemics, etc. making performance temporarily impossible); the negligent acts or omissions of the Owner, Architect, Construction Manager, other Contractors, or their agents or employees; strikes, lockouts or other labor disturbances (not arising from the labor practices of the Contractor or its Subcontractors, Suppliers, or Sub-subcontractors to comply with their obligations arising under the Contract); unusually adverse weather conditions; freight embargoes (provided that delays by the Contractor, its Subcontractors, Sub-subcontractors or Suppliers do not constitute an excusable cause of delay); changes in the work to be performed by the Contractor (not caused or resulting from the failure of the Contractor or its Subcontractors, Suppliers or Sub-subcontractors); by delay authorized by the Owner pending mediation and binding dispute resolution; or changes to laws or regulations after the effective date of the Contract; provided the Contractor has used all reasonable efforts to mitigate the foregoing causes; then the Contractor shall be entitled to a day for day extension of the Contract Time for the established delay to the critical path of the Work subject to the provisions of this Article 8 and Article 15. All other delays of the Project, including but not limited to: Architect review or approval of shop drawings, other submittals, requests for information, clarifications, samples, and change orders; the Owner's schedule; Architect or Construction Manager certification of payment; payment by the Owner of Contractor's Application for Payment; coordination among the Multiple Prime Contractors; unavailability of materials or equipment; surveying/testing; closeout, etc. are deemed to be foreseeable and contemplated and, therefore shall not form the basis for a claim for an extension of time or additional compensation by the Contractor. The extension of time provided under this Section 8.3.1 shall be the Contractor's exclusive remedy.

**§ 8.3.1.1** The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused or could not have been anticipated by the Contractor, (2) could

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not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (3) is of a duration of more than one (1) day.

**§ 8.3.1.2** The Contractor's inability to secure sufficient personnel for the performance of the Work shall not constitute a basis for an extension of time. The Contractor shall not be entitled to an extension of time if the Architect or Construction Manager stops the Work due to the existence of or reasonable suspicion of a deficiency in the Work.

**§ 8.3.1.3** An extension of the Contract Time, if requested by the Contractor, shall only be considered after the Contractor has made reasonable effort to recover the lost time. An extension, or extensions, of time may be granted subject to the provisions of this Article 8, but only after written application therefore by the Contractor. An extension of time shall be only for the number of days of delay which the Architect may determine to be due solely to the causes set forth in the application for extension of time. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently; but if at all, only the actual period of delay as determined by the Construction Manager or Architect.

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**§ 8.3.1.4** All requests for additional time shall be made in writing, delivered to the Construction Manager within five (5) calendar days from the time when the circumstance with potential for delay becomes reasonably known to the Contractor, supported by documentation which demonstrates to the Architect and Construction Manager's satisfaction that the critical path of the Work has been significantly altered by the delays to the activities in question, and that the schedule cannot be maintained by re-ordering other activities within the Project at no cost. This request shall also contain, at a minimum, the following information: (1) date of start of delay; (2) specific cause of delay; (3) effect of delay on construction progress; and (4) date of termination of delay. Upon receipt of the Contractor's request for an extension of time, the Owner will ascertain the facts and extent of the delay, and may, in its sole discretion, extend the time for completion of the Contractor's Work when in its judgment such an extension is justified. The Owner's determination will be final and binding in any litigation commenced by the Contractor against the Owner which arises out of the Owner's denial of an extension of time to the Contractor. Any approval of an extension of the Contractor's time to complete its Work shall be memorialized by written change order, signed by the Owner, Contractor, Architect and Construction Manager. When the Owner determines that the Contractor will be granted an extension of time, such extension shall be computed in accordance with the following: for each day of delay in the completion of its Work, the Contractor shall be allowed one day of additional time to complete its Contract. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently; rather, only the actual period of delay as determined by the Owner or its Architect may be allowed.

**§ 8.3.1.5** Failure of the Contractor to give written notice as required by Section 8.3.1.4 or to strictly comply with the requirements of Article 8 shall be deemed conclusively to be a waiver and release of such claim, and such notice shall be a condition precedent to the Contractor's right to make a claim for any claim arising out of, under or in connection with the Contractor or the performance of the Work.

**§ 8.3.2** Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted and justified under Section 8.3.1, shall be the sole remedy of the Contractor for, and the Contractor waives its right to any claim for damages to the extent arising from, any (1) delay in the commencement, prosecution, or completion of the Work; (2) hindrance or obstruction in the performance of the Work; (3) loss of productivity or acceleration; or (4) other claims for disruption, interference, inefficiencies, impedance, hindrance, acceleration, resequencing, schedule impacts, lack of timeliness by the Owner or its consultants, and lack of coordination, errors or omissions in the design of the Project, cumulative impact of multiple change orders, delay and other impacts (collective referred to herein as "Delay(s)"). In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, but not limited to, delay costs, loss of productivity or efficiency costs, lost profits, extended jobsite general conditions and home office overhead, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, but not limited to, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as interference, hindrance or obstruction with the Contractor's performance of the Work and shall not entitle the Contractor to any additional compensation. The Contractor shall include a no-damages-for-delay clause in all subcontracts for the performance of the Work.

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**§ 8.3.3** Delays that affect the scheduled completion of the Work and are attributable to interference between other Contractors, Separate Contractors, Subcontractors, Suppliers, utility companies or municipalities, shall be compensated solely by the granting of an extension of time to the Contractor by the Owner to complete the Work without charges to the Owner. The parties acknowledge that the Contract Time accounts for and contemplates the time necessary for: review of submittals and shop drawings; correcting design errors or omissions; coordination among the Contractor, other Contractors and Separate Contractors; change orders; delays incurred by seasonal limitations; and other administrative processing by all parties involved and are not compensatory. The Contractor agrees that it has included in its Bid prices the additional cost of doing work under this Contract caused by interference of the Architect, Construction Manager, other Contractors, Separate Contractors, Subcontractors, etc. and the other non-compensatory Delays described above.

**§ 8.3.4** When the Contract Time has been extended, as provided under Section 8.3, such extension of time shall not be considered as justifying extra compensation to the Contractor for administrative costs, home office, estimating, extended general conditions or other similar impact costs. The Contractor acknowledges that in agreeing to the Contract Sum it assessed the potential impact of the limitations in Section 8.3.2 on its ability to recover additional compensation in connection with a Work delay, interference, impact or hindrance and agrees that those limitations shall apply regardless of the accuracy of the Contractor's assessment or actual costs incurred by the Contractor.

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**§ 8.3.5** If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

**§ 8.3.6** The intent of the Contract is for Work to follow a logical sequence. The Contractor, however, may be required by the Owner, Construction Manager or Architect to temporarily omit or leave out any section of Work or perform Work out of sequence. Out of sequence work and come back time to these areas shall be performed at no additional cost to the Owner.

**§ 8.3.7** Claims relating to Contract Time shall be made in accordance with applicable provisions of Article 15.

## 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. Notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold or offset any payment to the Contractor if and for so long as the Contractor fails to perform any of its obligations under any of the Contract Documents; provided, however, that any such holdbacks shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any default or failure of performance by the Contractor.

**§ 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

**§ 9.2.1** Within ten (10) days of Notice of Award, the Contractor shall submit to the Construction Manager, for review and approval by the Architect and Construction Manager, a schedule of values allocated to various portions of the Work for each building, prepared in the currently authorized form of AIA Document G703 – Continuation Sheet and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. The schedule of values shall contain each of the CSI division sections reflected in the Specifications and applicable to the Contractor's Work, together with the requirements for bonds/insurance (based upon actual invoice amount), general conditions, meeting attendance and meeting documentation (at least $250 per meeting for a minimum of 50 meetings), shop drawing/product data/sample submissions (at least one (1) percent of Contract Sum), labor and materials on line items as applicable, temporary utilities and services, HVAC balance reports, coordination drawings, punchlist (at least one (1) percent of the contract sum), warranties/guarantees and close out of the Project (at least three (3) percent of the Contract Sum), and allowances, where applicable. This schedule, unless objected to

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by the Architect or the Construction Manager, shall be used as a basis for reviewing the Contractor's applications for payment.

**§ 9.2.2** Any schedule of values that fails to include sufficient detail, is unbalanced or exhibits "front loading" of the value of the Contractor's Work will be rejected. Furthermore, if the schedule of values has been approved by the Construction Manager and the Architect and is subsequently used, but later is found by the Construction Manager or Architect to be improper for any reason, sufficient funds shall be withheld from the Contractor's future applications for payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Contractor's Work.

**§ 9.2.3** The schedule of values shall be drafted so as to reflect multiple construction sites, multiple locations within each site, additions versus renovations of work, and the like so as to satisfy any New York State Education Department requirements for the Project.

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**§ 9.3 Applications for Payment**

**§ 9.3.1** By the 25th of each month, the Contractor shall submit to the Construction Manager five (5) original itemized Applications for Payment prepared in accordance with the schedule of values, notarized and reflecting retainage as provided elsewhere in the Contract Documents. Applications for Payment will be in the currently authorized form of AIA Document G732 - 2019, "Application and Certificate for Payment," accompanied by AIA Document G703-1992, "Continuation Sheet," and must include (add or deduct) adjustments to the Contract Sum resulting from Work performed under approved change orders (specified under Article 7) and shall be shown separately on the application for previous and current periods. Each Application and Certificate of Payment shall be accompanied by copies of the Pay Application Lien Waiver and Release in the form set forth in the Payment Procedures. Each Application for Payment shall be prepared in such form and supported by such data to substantiate the Contractor's right to payments as the Owner, Construction Manager, and/or Architect may require such as copies of requisitions from Subcontractor and material suppliers. Each Application for Payment forwarded to the Owner by the Construction Manager or the Architect shall be subject to audit and approval by the Owner in accordance with the Owner's normal audit procedures.

**§ 9.3.1.1** Each Application and Certificate of Payment shall be accompanied by the following documentation:

- **.1** A current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material the Contractor from such progress payment, together with similar sworn statements from all such Subcontractors and material suppliers;
- **.2** Duly executed waivers of public improvement liens from all Subcontractors and material suppliers and lower tiered Subcontractors or material suppliers establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous Application for Payment; and AIA Form G706 or G706A;
- **.3** Certified payroll for employees of the Contractor and employees of Subcontractors performing work on the Project;
- **.4** Copies of invoices submitted to the Contractor by its subcontractors and/or material suppliers; and
- **.5** Such other information which the Owner, Construction Manager and/or the Architect request the Contractor furnish in connection with its Application for Payment.

**§ 9.3.1.2** The Construction Manager and Architect shall review the application for payment submitted by the Contractor and shall advise the Contractor of any adjustments to be made thereto. The Construction Manager and/or the Architect may make such adjustments under the circumstances set forth in Section 9.5.1. If any such adjustments are made by the Architect or Construction Manager, the Contractor shall submit five original itemized revised applications each with all documentation required by Sections 9.3.1 and 9.3.1.1.

**§ 9.3.1.3** 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 fully executed Construction Change Directives.

**§ 9.3.1.4** 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 material supplier unless such Work has been performed by others whom the Contractor intends to pay.

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**§ 9.3.1.5** Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments, less an amount necessary to satisfy any claims, liens or judgments against Contractor, which have not been suitably discharged. In accordance with Section 9.8.5, the Owner shall pay the entire amount retained from previous progress payments less two (2) times the amount required to complete items identified in a list prepared in accordance with Section 9.8.2 and the amount required to satisfy any outstanding claims, liens, or judgments against the Contractor.

**§ 9.3.1.6** In the event the surety bonds identified in Section 11.4 become invalid, the Owner shall pay ninety percent (90%) of the amount of each progress payment due the Contractor until Substantial Completion in accordance with Section 9.3.1.5 above. At the sole discretion of the Owner, the Owner may declare a default by the Contractor pursuant to the terms and provisions of this Contract in the event that the surety bonds identified in Section 11.4 become invalid.

**§ 9.3.1.6** The Contractor and its Subcontractors are required to submit certified payroll and OSHA 10 information monthly with Application for Payment to the Owner in accordance with New York State Law.

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**§ 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 Project site for subsequent incorporation in the Work. If approved in advance in writing 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. The costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site shall not increase the Contract Sum.

**§ 9.3.2.1** Payment may be made for materials and equipment delivered and suitably stored on-site for future incorporation in the Work, subject to the following conditions:

- **.1** Request for payment shall be considered for material or equipment, which is in short or critical supply, which has been specially fabricated for the Project or, at the discretion of the Construction Manager and Architect, for other materials or equipment.
- **.2** A request for payment of material stored on-site must be made by the Contractor ten (10) days prior to actual, monthly cut-off date for Payment Applications.
- **.3** Procedures required by the Owner shall include, but not necessarily limited to, submission by the Contractor to the Construction Manager and Architect of bills of sale and bills of lading for such materials and equipment, provisions of opportunity for the Construction Manager's and Architect's visual verification that such materials and equipment are in fact in storage; and, if stored off-site, submission by the Contractor of verification that such materials and equipment are stored in a bonded warehouse.
- **.4** All such materials and equipment, including materials and equipment stored on-site but not yet incorporated into the Work, upon which partial payments have been made shall become the property of the Owner, but the care and protection of such materials and equipment shall remain the responsibility of the Contractor until incorporation into the Work and accepted by the Owner at substantial completion, including maintaining insurance coverage on a replacement cost basis without voluntary deductible.

**§ 9.3.2.2** Payment may be made for materials and equipment delivered and suitably stored off-site for future incorporation in the Work, subject to the following conditions:

- **.1** The Contractor shall submit: a written validation by the Owner, Construction Manager or Architect that such materials are stored safely off site, in the quantities and condition stated by the Contractor; a copy of an invoice for the material and equipment; a bill of sale or equivalent indication of the quantity and value of the material or equipment; a written statement indicating the location and method of storage; and property insurance certificate or rider covering the specific material or equipment, which shall name the Owner as an additional insured party.
- **.2** The Contractor shall submit a verification that such materials and equipment are stored in a bonded warehouse.
- **.3** A request for payment of material stored off-site must be made by the Contractor ten (10) days prior to actual, monthly cut-off date for Payment Applications.

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.4 All such materials and equipment upon which partial payments have been made shall become the property of the Owner, but the care and protection of such materials and equipment shall remain the responsibility of the contractor until incorporation into the Work and accepted by the Owner at substantial completion, including maintaining insurance coverage on a replacement cost basis without voluntary deductible.

**§ 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

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**§ 9.3.4** The Contractor further expressly undertakes to defend the Indemnitees (as defined previously in Section 3.18), at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against Indemnitees as a result of liens filed against the Owner, the Work, the site of any of the Work, the Project site and any improvements thereon, payments due the Contractor or any portion of the property of any of the Indemnities (referred to collectively as liens in this Section 9.3.4). The Contractor hereby agrees to defend, indemnify and hold Indemnitees harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits or proceedings.

**§ 9.3.5** The Owner shall release any payments withheld due to a lien or a claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in an amount not less than One Hundred Fifty percent (150%) of such lien claim. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section 9.3, including, without limitation, the duty to defend and indemnify the Indemnities in an action on the lien, lien discharge bond or underlying debt. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

### § 9.4 Certificates for Payment

**§ 9.4.1** The Construction Manager will, within seven (7) 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 (7) days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 (7) 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 (7) 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

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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 shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application 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 and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

**§ 9.4.4** The Architect's issuance of a Certificate for Payment shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the 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, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

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**§ 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 separate 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 the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material 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 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 9.4.4 and 9.4.5 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. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a 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, other Contractor or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- **.7** failure to carry out the Work in accordance with the Contract Documents;
- **.8** receipt by the Owner of a notice of withholding from the New York State Department of Labor or other administrative agencies having jurisdiction over the Project;
- **.9** failure to comply with applicable federal, state or local statutes, regulations, or laws, including, without limitation, laws and regulations applicable to the provision of certified payrolls;
- **.10** failure of the Contractor to provide executed performance and payment bonds and a current certificate of insurance and endorsements;
- **.11** reasonable evidence that the Work has not progressed as indicated on the Application for Payment;

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**.12** damages caused to the Owner, Construction Manager, the Architect or other Contractor as a result the Contractor's performance of its Work;
**.13** the Architect's or the Construction Manager's discovery or observation of work which has been previously paid for by the Owner which is defective or incomplete;
**.14** The amount requested exceeds the percent completion of Work on the site; or
**.15** breach of this Agreement.

Notwithstanding the extent to which the Construction Manager or Architect certify an Application for Payment, the Owner shall have the right to withhold payment, in whole or in part, should the Owner determine that any of the grounds for withholding certification set forth in this Section 9.5.1 do in fact exist. If the Owner withholds payment, in whole or in part, the Owner shall promptly provide to the Contractor, Architect and Construction Manager a written explanation of the reason(s) for which payment is withheld and shall promptly pay, in accordance with the Contract Documents, all amounts which are not in dispute.

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**§ 9.5.2** When the above reasons for withholding certification or the Owner's withholding of payment are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Contractor disputes any determination by the Owner, Construction Manager or Architect with regard to any Certificate for Payment, or in the event of a bona fide dispute between the Contractor and the Owner, the Contractor nevertheless shall expeditiously continue to prosecute the Work and may submit a Claim in accordance with Article 15.

**§ 9.5.4** If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, or if the Owner otherwise deems it necessary to protect its interests or the interests of the Project, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager and both will reflect such payment on the next Certificate for Payment.

**§ 9.5.5** Notwithstanding anything above to the contrary, the Owner has the right to withhold payment to the Contractor to protect itself against damages incurred or which may be incurred as a result of the Contractor's breach or negligence, including, but not limited to, the items set forth in Section 9.5.1. With respect to any liens, claims, or other circumstances for which the Owner is entitled to withhold payments pursuant to decisions by the Architect pursuant to Section 9.5.1, the Owner shall be entitled to withhold a sum equal to twice the stated amounts of such liens or claims, or, where there is no stated amount, twice the amount determined by the Architect to be necessary to protect the interests of the Owner. The Owner will release payments withheld due to liens provided that the Contractor obtains a discharge of record of such lien, by bonding or otherwise. By posting a lien discharge bond, however, the Contractor shall not be relieved of any responsibilities or obligations under the Agreement, including, without limitation, the duty to defend, indemnify, and hold harmless the Indemnitees (as defined previously in Section 3.18). The cost of any premiums or other expenses incurred in connection with such bonds or other means of discharge of record shall be the sole responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

**§ 9.5.6** If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract, including but not limited to these General Conditions, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained herein to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

### § 9.6 Progress Payments

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents unless such requisition is not in accordance with the terms of the Contract Documents, and shall so notify the Construction Manager and Architect.

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**§ 9.6.2** Payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held in trust by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contracts with the Contractor for which payment was made by the Owner. The Contractor shall strictly comply with any common law, statutory, or decisional law trust fund requirements in the State of New York (including, without limitation, the requirements of New York Lien Law Article 3-A), and hereby agrees that the Owner has the same rights as any beneficiary of such trusts to examine the books and records of the Contractor to determine such compliance, from time to time at the Owner's sole discretion. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such 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 similar manner.

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**§ 9.6.2.1** Within seven (7) days of receipt of a payment from the Owner, the Contractor shall pay each of its Subcontractors and suppliers for work performed and materials furnished by them as reflected in the payment from the Owner, less an amount necessary to satisfy any outstanding claims, liens, or judgments and less a retained amount of not more than 5%, except that the Contractor may retain not more than 10% provided that prior to entering into a Subcontract with the Contractor, the Subcontractor is unable or unwilling to provide a performance bond and labor and material payment bond both in the full amount of the subcontract at the request of the Contractor. The Contractor shall not retain portions of the proceeds owed any Subcontractor or supplier from the Owner's payment to the Contractor for the "contract balance." Similar provisions apply to the Subcontractor and supplier paying each of its Subcontractors and suppliers. Nothing in this Section shall create in the Owner any obligation to pay, or to ensure that the Contractor pays, any Subcontractor or supplier, or any relationship in contract or otherwise, implied or expressed, between any Subcontractor or supplier and the Owner. The Contractor agrees that it shall comply with the payment requirements of Section 106-b(2) of the New York General Municipal Law, as amended, and that to the extent there is any conflict between that statutory section and the provisions of this Section 9.6.2.1, the provisions of the statute shall prevail.

**§ 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 material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to its 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** Payments received by the Contractor for Work properly performed by Subcontractors and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

### § 9.7 Failure of Payment

If, through no fault of the Contractor, the Owner does not pay the Contractor the amount certified by the Construction Manager and Architect, subject to the Owner's right to withhold payment under the terms of the Contract Documents, within 30 days of the date established for such payment in the Contract Documents, then the Contractor may, upon seven (7) additional days' written notice and opportunity to cure to the Owner, Construction

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Manager and Architect, stop the Work until payment of the amount owing has been received. To the extent it is determined that payment to the Contractor was improperly held through no fault of the Contractor and the Contractor elected to stop its Work consistent with the procedure set forth in this Section, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up as provided for in the Contract Documents. However, if the Contractor stops its Work and it is determined that the Owner had the right to withhold payment under the terms of the Contract Documents, then the Contractor shall be responsible to the Owner for all costs and damages (including attorneys' fees) arising from such stoppage of Work and the Contractor shall not be entitled to any adjustment in the Contract Sum or the Contract Time. This Section shall not apply: (a) to the extent that the Contractor owes to the Owner any amount pursuant to the provisions of this Contract, or (b) to the extent the Owner is required to expend amounts to purchase additional insurance on behalf of the Contractor to meet the insurance requirements of this Agreement.

### § 9.8 Substantial Completion

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**§ 9.8.1** The date of Substantial Completion of the Project or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the entire Project (or such portion thereof as Owner earlier elects to occupy or utilize) for the use for which it is intended. Minor items of completion or correction ("Punch List Work") may be performed after Substantial Completion, provided that such items can and shall be performed at such times and in such manner that such Work does not unreasonably interfere with the Owner's occupancy and use of the Project. Substantial Completion shall not be deemed to exist until (a) the Owner receives a Certificate of Occupancy for the Project (or such portion as elected by Owner) if such Certificate of Occupancy is required, and any other permits, approvals, licenses and any other documents from governmental authorities having jurisdiction therefore necessary for the beneficial occupancy of the Project and (b) the Contractor, Construction Manager, Architect and Owner have agreed upon a schedule for final completion and to provide the Owner with all as-built drawings, operating manuals, warranties and other required closeout documents. Warranties called for by the Agreement or by the Drawings and Specifications shall commence on the date of Substantial Completion of the Project or designated portion thereof, or any later date that the parties agree. This date shall be established by a Certificate of Substantial Completion signed by the Owner, Contractor, Architect and Construction Manager.

**§ 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 in writing on the Contractor's letterhead and the Contractor shall prepare and attach thereto a comprehensive list, to be submitted to the Architect, identifying all non-conforming, defective and incomplete Work. 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 Contractor's list, which is not sufficiently complete in accordance with the requirements of 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 Construction Manager or 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. If the Architect and the Construction Manager are required to perform additional substantial completion inspections because the Work fails to be substantially complete, the amount of compensation paid to the Architect and the Construction Manager by the Owner for additional services shall be deducted from the final payment to the Contractor.

**§ 9.8.4** When the Architect, assisted by the Construction Manager, determines that the Work 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 Punch List Work, which timeframe shall not exceed 30 days. 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.

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**§ 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

**§ 9.8.5.1** In conformance with New York General Municipal Law Section 106-b(1)(a), upon proper execution of Certificate of Substantial Completion of Work, the Contractor shall submit a requisition for payment of the remaining amount of the Contract Sum. Upon certification of payment by the Architect, the Owner will approve and promptly pay the remaining amount of the Contract Sum less two times value of any remaining items to be completed or corrected and less an amount necessary to satisfy any claims, liens or judgments against Contractor which have not been suitably discharged. Such payment shall be made under terms and conditions governing final payment except that the Owner's making of such payment shall not constitute the Owner's waiver of any objection to all or any portion of the Work performed by the Contractor or any claims the Owner may then have against the Contractor.

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**§ 9.8.5.2** Neither the requisition for payment stipulated in Section 9.8.5.1 nor any portion of retained percentage shall become due until the Contractor submits to the Construction Manager:

**.1** an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner or the Owner's property might in any way be responsible, have been paid or otherwise satisfied, the forms of which will be the currently authorized AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims" and G706A "Contractor's Affidavit of Release of Liens";

**.2** consent of all sureties, if any, to such payment, the form of which will be the currently authorized AIA Document G707A, "Consent of Surety to Reduction in or Partial Release of Retainage," but which will not be required if the amount withheld under Section 9.8.5.1 exceeds the amount of retainage;

**.3** if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases, and waivers of liens arising out of contract to such extent and in such form as may be designated by the Owner; and

**.4** all closeout documents.

**§ 9.8.5.3** As the Punch List Work is satisfactorily completed or corrected, the Contractor may submit a requisition for payment of these items. The Contractor shall submit with each such requisition for payment affidavits, consents of surety, and other data as described in Section 9.8.5.2 covering work for which payment is requested. Upon certification of such requisitions by the Architect and Construction Manager, the Owner will approve and promptly pay the requisition less an amount two times that which is necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

**§ 9.8.5.4** Where the Project includes heating, air conditioning, electrical, communication, data or other systems which are not put into operation at the time of occupancy, a sum shall be withheld until these systems have operated to the general satisfaction of the Architect. The Contractor shall provide complete start up and commissioning of the systems with a detailed check list as recommended by the equipment or system manufacturer. The retained amount shall approximate five percent (5%) of the cost of the systems as determined by the cost breakdown submitted. The guaranty/warranty period for such systems will not commence until after such Architect approval.

**§ 9.8.5.5** The Contractor shall complete the Punch List Work for the Project no later than 30 days after Substantial Completion of the Project. The Contractor shall be fully liable to the Owner for all damages suffered by the Owner as a result of delay in achieving final completion of the Work, including without limitation, additional architectural and construction management fees related to extended services.

**§ 9.8.6** If the Architect or the Construction Manager is required to inspect the Work more than two (2) times prior to certifying the Work as being substantially complete on account of the discovery of one or more items that are not sufficiently complete, the Contractor shall be liable to the Owner for the amount of any costs, additional fees or compensation due from or paid by the Owner to the Architect or the Construction Manager for the additional inspections.

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### § 9.9 Partial Occupancy or Use

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 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.

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**§ 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.

**§ 9.9.4** The Contractor shall cooperate with the Owner in order to make portions of the Project available as soon as possible.

**§ 9.9.4.1** The Project site and buildings, whether work of the Contractor is partially or fully completed or not, are property of the Owner who shall have certain rights and privileges in connection with use of same.

**§ 9.9.4.2** Should there be, in the opinion of the Architect or Construction Manager, unwarranted delay on part of any Contractor in completion of incomplete or defective work or other Contract requirements, and the Architect so certifies, the Owner may have full or partial use and occupancy of any or all portions of buildings as required for moving in or installing furniture, fixtures, supplies, or equipment and for general cleaning and maintenance work. In such event, the Contractor whose unfinished work is done subsequent to installation of furniture, fixtures, equipment, etc., shall be responsible for the prevention of any damage to such installation. Such use or occupancy by the Owner shall in no instance constitute acceptance of any of the Work.

### § 9.10 Final Completion and Final Payment

**§ 9.10.1** Upon completion of the Work, the Contractor shall forward to the Construction Manager a written 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 will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, 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 terms and conditions of 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.

**§ 9.10.1.1** If the Work is not accepted by the Owner after final inspection and additional time is required to complete items identified during the final inspection, the date starting the two-year correction period described in Article 12.2 shall be set by the Architect at his discretion, but not later than the date of the final Certificate for Payment.

**§9.10.1.2** If the Architect and the Construction Manager are required to provide additional services, extend the duration of services to the Owner, or perform additional final inspections because the Work fails to comply with the requirements of the Contract Documents, or the Contractor did not complete the Work in accordance with the

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construction schedule or Project schedule, the amount of compensation paid to the Architect and the Construction Manager by the Owner for additional services shall be deducted from the final payment due to the Contractor.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) all closeout documents required by the Contract Documents, including, without limitation, as-built drawings, attic stock, maintenance manual, operating instructions and other documents required to be delivered under the Contract in connection with the Work in the form required by the Owner, (2) confirmation that all start-up, testing, balancing and commissioning of systems, equipment and other materials has been successfully completed as required by the Contract Documents, (3) 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 the Owner) have been paid or otherwise satisfied the form of which will be AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims," (4) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (5) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (6) consent of surety, if any, to final payment, the form of which will be AIA Document G707-1994, "Consent of Surety to Final Payment," (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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, and (8) all warranties and guarantees required by the Contract Documents, including, without limitation, a 2-year maintenance bond in the penal sum of 100% of Contract Sum including change orders, and the Contractor's letter guaranteeing workmanship for two (2) years. 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. If such lien 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 such lien, including all costs and reasonable attorneys' fees.

**§ 9.10.2.1** In addition to the submittals required in Section 9.10.2 above, the Contractor shall submit separate final release or waivers of lien for each Subcontractor, material supplier, or others with lien rights against the Project, and shall submit a list of such parties.

**§ 9.10.2.2** Submittals required above shall be made in accordance with the closeout procedures described in Division 1 of the Specifications.

**§ 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 by the Owner shall not constitute a waiver of claims, causes of action, damages or complaints by the Owner.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing in accordance with Article 15 and identified in writing by that payee as unsettled at the time of final Application for Payment. The Contractor shall be liable for and shall pay the Owner the sums stipulated as Liquidated Damages in the Agreement for each calendar day of delay after the dates established for Substantial Completion and final completion in the Contract Documents, until the Work is substantially and finally complete.

**§ 9.10.6** At any time a lien is filed against the Project funds, the Owner may demand that the Contractor discharge said lien, through bonding or otherwise, and the Contractor must obtain the discharge of said lien within seven (7)

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days of such demand at the Contractor's sole cost and expense, and at no cost to the Owner. If any lien or other encumbrance required to be removed at the Contractor's sole cost and expense pursuant to this Section is not discharged of record as aforesaid, the Owner shall have the right to take such action as the Owner shall deem appropriate (which shall include the right to cause such lien or other encumbrance to be canceled and discharged of record), and in such event, all costs and expenses incurred by the Owner in connection therewith (including, without limitation, premiums for any bond furnished in connection therewith, and reasonable attorneys' fees, court costs and disbursements), shall be paid by the Contractor to the Owner on demand or, at the option of the Owner, deducted from any payment then due or thereafter becoming due from the Owner to the Contractor in accordance with the provisions of these General Conditions.

**§ 9.10.7** Existing warranties shall not deprive the Owner of any cause of 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 limitations on the time in which the Owner may pursue any such action, right or remedy.

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**§ 9.10.8** The Contractor shall achieve final completion of all Work, including, without limitation, correction of punch-list items, preparation and delivery of all manuals, presentation of training and completion of final paper submissions not later than 30 days following the date of Substantial Completion. In the event the Contractor shall fail to achieve final completion of the Work within such a period of time, in addition to liquidated damages as provided in the Agreement and Article 8 above, the Contractor and the Contractor's surety shall be liable for and shall reimburse the Owner for any and all fees paid to the Architect and Construction Manager and other 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 to the Contractor, and the Contractor shall promptly pay or refund the Owner the excess, if any, upon the Owner's written request.

## 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, as provided in Section 10.1.1, 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. The Contractor's safety precautions and programs shall include specific steps designed to minimize the risk of contracting or spread of COVID-19, including provision of all appropriate personal protective equipment, social distancing, avoiding stacking of trades, and other reasonable precautions.

**§ 10.1.1** Prior to beginning any Work, the Contractor shall submit a copy of its corporate safety plan to the Owner and the Construction Manager. Two (2) weeks after receipt of the Notice to Proceed, the Contractor shall provide a site safety logistics plan to the Construction Manager. The site safety logistics plan should minimally include locations of the eight foot high temporary fence and gates, traffic plans for deliveries and removals, refuse container locations, crane locations, pick locations, boom radium, and lift locations, stockpiles, toilet locations, site water and power locations, and safety. This plan shall also show the location of all staging and storage areas, clearly separating construction and school areas. The logistical information represented by the construction documents shall serve as a minimal guide. The Contractor is required to submit its corporate safety policy within ten (10) days of receipt of the Notice to Proceed. Said policy must minimally meet OSHA standards and define details concerning the maintenance of a safe work environment. The Contractor shall make the participation of its Subcontractors in its safety program mandatory. A list of key personnel, with addresses and telephone numbers for emergency purposes shall be forwarded to the Construction Manager and Architect. The Owner and the Construction Manager shall establish a fire coordination procedure and shall forward same to the Contractor for its use during the performance of its Work.

**§ 10.1.2** The Contractor shall provide its own COVID-19 Safety Plan to the Owner prior to the start of any work. The Contractor shall designate a person on its staff to be responsible for monitoring the wearing of PPE by each person on site working with or for the Contractor. The Contractor shall strictly follow and ensure that its subcontractors follow the Contractor's COVID-19 Safety Plan as well as all applicable Center for Disease Control guidelines and federal, state and local orders.

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**§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury, infection or exposure to COVID-19, 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** the Owner's real and personal property and 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;

**.4** construction or operations by the Owner, Separate Contractors, or other Contractors; and

**.5** the existing buildings and premises in the vicinity of or affected by the Contractor's operations.

**§ 10.2.1.6** Safe access to and egress from any building under construction as part of this Contract, or any existing building in which Work is being done under this Contract, shall be maintained and remain unencumbered by the Contractor in accordance with all applicable codes, rules and regulations of authorities having jurisdiction on the Work. The Contractor and its Subcontractors shall cooperate in maintaining this condition. Roadways, paths, walks, exits, service drives and other areas shall remain unobstructed and shall be maintained in a safe and satisfactory condition, for all persons using the building and premises. Materials shall not be stored promiscuously about the site or in the building, but shall be carefully stored in areas which will not interfere with pedestrian traffic or with access to and egress from adjacent properties and use of the building. The Contractor shall provide and maintain such temporary Work as may be required for the protection of its finished Work where liable to injury or damage. The Contractor will be responsible for all of its Work, materials and equipment that may be damaged or stolen during the duration of the Contract and until the Work is accepted by the Owner. The Contractor shall make good any such damage or loss without expense to the Owner. The Contractor shall not permit unnecessary hazards to be created nor permit them to continue if they are discovered. The Contractor's storage and staging areas shall be only in locations assigned or approved by the Owner and Architect and may be required to be relocated by the Contractor as building occupancy or use changes during the course of the Work. This relocation will be done by the Contractor at no additional cost to the Owner.

**§ 10.2.2** The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.2.1** The Contractor acknowledges that the Labor Law of the State of New York, and regulations adopted thereunder, place upon both the Owner and the Contractor certain duties and that liability for failure to comply therewith is imposed on both the Owner and the Contractor regardless of their respective fault. The Contractor hereby agrees that, as between the Owner and the Contractor, the Contractor is solely responsible for compliance with all such laws and regulations imposed for the protection of persons performing the Contract. The Contractor shall indemnify and hold harmless the Owner of and from any and all liability for violation of such laws and regulations and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Contractor shall fail or refuse to defend any such action, the Contractor shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fee, in recovering such defense costs from the Contractor.

**§ 10.2.2.2** All laborers, workers, and mechanics employed in the performance of the Work of this Project shall be certified 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 10 hours in duration. The Contractor and its Subcontractors shall conduct their operations in accordance with the Safety Guides for Construction as issued by the SED, and the Contractor's safety program.

**§ 10.2.2.3** All safety equipment including hard hats, weather protective gear and PPE required for the Contractor to perform its Work are to be supplied by the Contractor or its Subcontractors. Within the designated construction areas, the Contractor's employees, superintendents, or other agents, and its Subcontractors, employees, superintendents, or other agents are required to wear hard hats and other required or essential safety equipment. Each person seen without a hard hat, or otherwise failing to comply with this requirement, will be ordered to leave the Project. No prior warnings will be given by the Owner, Construction Manager or Architect. The Contractor and its Subcontractors shall be solely responsible for making up and paying for any loss of production or required

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progress resulting from the removal of personnel from the Project as set forth herein including any costs incurred by the Owner in connection with the work of other contractors.

**§ 10.2.2.4** The Contractor and its Subcontractors shall provide blankets and auxiliary fire protection as part of its construction safety program to prevent damage to adjacent work or materials as a result of its welding or burning operations. Additionally, as part of its construction safety program, the Contractor and its Subcontractors shall provide a fire watch, with a fire extinguisher, which is acceptable to the Owner and the Construction Manager.

**§ 10.2.2.5** The Construction Manager and/or Owner reserve the right to have all operating equipment periodically inspected by an independent inspector whose finding will be binding. The Contractor, at its own expense, must make corrections within two (2) working days of receiving a written report identifying any deficiencies.

**§ 10.2.2.6** All flagmen required for deliveries to the site are to be furnished by the Contractor or its Subcontractors responsible for the delivery. Any and all deliveries crossing the site or student traffic areas shall be escorted by flagmen. All flagmen shall wear orange vests.

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**§ 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 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, except damage or loss 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, and shall not be limited by such damage or loss being insured under property insurance required by the Contract Documents.

**§ 10.2.6** The Contractor shall schedule weekly safety meetings and each of its Subcontractors must be properly represented at such meetings. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. The Contractor shall notify the Construction Manager in writing its "OSHA Competent Person Regarding Safety." Said person must be an individual capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Construction Manager and Architect. The Contractor shall take all necessary steps to prevent its employees from disturbing and/or damaging the facility and shall be responsible for preventing the escape of fires set in connection with the construction. The Contractor shall notify its employees and subcontractors of the location of the nearest fire alarm box at all locations where the work is in progress. On a weekly basis, the Contractor shall submit to the Construction Manager and Architect minutes of its safety meetings, which minutes shall include a list of the individuals present at such meetings.

**§ 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. The Contractor shall not load any part of the Work with materials, equipment, shores, bracing, or other items which in any way could cause damage to the Work or to other Work or could endanger persons in or about the Work.

**§ 10.2.8** If, during the construction, public or private property is damaged or destroyed as a consequence of its Work, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or replacing it, or otherwise making good such damage or

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destruction in an acceptable manner.

**§ 10.2.9** The Contractor shall be responsible for all breakage of glass, which has been furnished and installed as part of Contract and existing glass that is broken due to operations under the Contract for Work. No matter by whom or what cause glass was broken, the Contractor shall replace all broken glass before completion and acceptance of the Contractor's Work. The Contractor may claim damages, if applicable.

**§ 10.2.10** In addition to all requirements set forth herein, the Contractor and its Subcontractors shall fully comply with the provisions of the federal Occupational Safety and Health Act of 1970, as amended, and with any rules and regulations pursuant to that Act. This requirement shall apply continuously and not be limited to normal working hours.

**§ 10.2.11** The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor at its sole expense.

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**§ 10.2.12** The Contractor shall immediately contact the Construction Manager and, within 24 hours, report, in writing, to the Owner, Architect and Construction Manager, all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner, Construction Manager, and Architect.

**§ 10.2.13** The Contractor shall be solely responsible for any conditions that develop during construction and in the event any structure is dislocated, over strained, or damaged so as to affect is usefulness, the Contractor shall be solely responsible. The Contractor shall take whatever steps necessary to strengthen, relocate or rebuild the structure to meet requirements at the sole expense of the Contractor.

**§ 10.2.14** The Contractor is responsible for restoration and repair of utilities, private property, buildings, pavement, walkways, roads, etc. damaged by its activities under this Agreement to the satisfaction of the Owner, Construction Manager and Architect.

**§ 10.2.15** From the commencement to the final completion of the Work, the Contractor shall keep the Work and the Owner's building(s) free from accumulation of water no matter the source or cause of water infiltration.

**§ 10.2.16** During construction, the Contractor shall be responsible for maintaining a watertight structure. This responsibility shall include additions/alterations of existing buildings. The Contractor shall be responsible for temporary roofing, tarps and other protection at roofs, cavity walls, etc. Should the Contractor fail to provide adequate protection causing flooding, damage or other disturbance to the existing building(s), the Contractor shall be responsible for all costs associated with clean up, remediation and repairs. Inasmuch as flooding and water damage have safety implications to the general public, clean up, remediation and repairs may be made by the Owner without prior notice to the Contractor. Administration costs incurred by the Owner, Construction Manager and Architect will also be back-charged to the Contractor. The Contractor, by entering into this Contract, agrees to be liable for these costs.

### § 10.2.17 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 and all applicable laws, rules and regulations regarding hazardous materials. 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 report the

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condition to the Owner, Construction Manager and Architect in writing. The Owner shall arrange for the material to be tested and if the test reveals that the material is a hazardous material or substance which has not been rendered harmless, the Owner shall pay for the test; otherwise, the Contractor shall bear the cost of the test and the Contract Sum shall be reduced by the amount of that cost. The Contractor shall comply with the reasonable instructions of the Owner after the test is conducted. This Section shall not apply in the case of asbestos which is to be removed and disposed of as part of the Work of the Contract.

**§ 10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a 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. 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 in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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**§ 10.3.3** To the fullest extent permitted by law, but only to the extent of available insurance proceeds, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, 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 the person seeking indemnification: (1) did not bring such material onto the Project site; (2) timely provided notice of the condition and stopped Work in the affected area as required by Section 10.3.1; and (3) has a claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself). The Owner shall have no indemnity obligation to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity or the fault or negligence of a third party for whom the Owner is not responsible.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 or fault 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 (that was not brought to the site by the Contractor or those for whom the Contractor is responsible) 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.

**§ 10.3.7** The Contractor shall notify the Owner of any storage, use, or discovery of hazardous material on the Project site which the Contractor knows or reasonably should know could cause bodily injury or death and of any injury or death attributable to any such hazardous material.

**§ 10.3.8** The Contractor shall take all reasonable precautions and measures to prevent any contamination by or spread or disturbance of hazardous or potentially hazardous substances or materials stored, used, or discovered on the Project site.

**§ 10.3.9** For the avoidance of any doubt, COVID-19 shall not be considered a Hazardous Material for purposes of this Article 10.3.

### § 10.4 Emergencies

**§ 10.4.1** The Contractor shall provide at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone at the Work.

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**§ 10.4.2** The Contractor must promptly report in writing to the Construction Manager all emergencies whatsoever arising out of, or in connection with the performance of the Work, whether on, or adjacent to the site, which caused death, personal injury or property damages, giving full details and statements of witnesses. In addition, if death, injury, or damages are caused, the emergency shall be reported immediately to the Construction Manager, Owner, and Architect.

**§ 10.4.3** 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.

**§ 10.4.4** All fire and emergency access, including roads, rights-of-way, corridors, doors, and stairs, and all existing fire and smoke detection systems shall be maintained at all times in accordance with fire safety laws. If the Work requires the temporary obstruction of any fire and emergency access or existing fire and smoke detection systems, the Construction Manager shall be notified at least 72 hours in advance.

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## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

**§ 11.1.1** The Contractor shall purchase from and maintain in a company or companies licensed and admitted to conduct business in State of New York, having an A.M. Best rating of A- or better, and one to which the Owner has no reasonable objection such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entitles shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project. As required by the New York State Workers' Compensation Law, all out of state contractors working in New York must provide a Workers' Compensation Insurance Policy that specifically lists New York in Item 3A of the Policy Information page;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations;
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18;
- **.9** Where the Contract or Subcontract involves asbestos, the insurance required by Section 11.1 shall specifically include the words asbestos abatement work and shall specify any limitations on completed operation time period. If there is a limitation it will be at the Owner's discretion to accept or reject that limitation;
- **.10** Insurance must remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective Work in accordance with Section 12.2.2.2;
- **.11** Liability insurance shall include all major divisions of coverage and be on a comprehensive basis. The required coverage shall be written on an occurrence basis and shall include the following:
    a. Premises Operations (including X, C and U coverage as applicable).
    b. Independent Contractor's Protective.
    c. Products and Completed Operations.
    d. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18 of the General Conditions.
    e. Owned, non-owned, borrowed and hired motor vehicles.

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f. Broad Form Property Damage including Completed Operations.
g. Pollution Legal Liability Insurance.
h. Personal injury liability with Employment Exclusion deleted.

**.12** The insurance policies required to be purchased and maintained by the Contractor under this Agreement shall be: (i) written on an occurrence basis, and (ii) shall be primary on a per project basis for the defense and indemnification of any action or claim asserted against the Owner and its Board of Education, officers, employees and volunteers, Construction Manager, Architect, and the Contractor for Work performed under the Agreement regardless of any other collectible insurance or any language in the insurance policies that may be to the contrary. The policies of the Owner, Construction Manager and Architect and their consultants shall be excess and noncontributory. A New York licensed and admitted insurer is required.

**.13** Subcontractors are subject to the same terms and conditions as stated above and must submit same to the Owner for approval prior to the start of any work.

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**§ 11.1.2** The insurance required by this Article 11 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of three years after final completion of the Work. All coverages are to be written on an occurrence basis unless approved by the Owner. The Contractor will require all of its Subcontractors to comply with the insurance requirements of this Article 11.

**§ 11.1.3** ACORD Form 25S shall be an acceptable form for the Certificates of Insurance when accompanied by AIA Form G715 and all applicable endorsements for the required coverages. The certificate of insurance must describe all services provided by the Contractor (e.g., roofing, carpentry, plumbing) that are covered by the liability policies. The Contractor shall also provide the Owner with copies of any endorsements subsequently issued amending coverage or limits. At the Owner's request, the Contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the contractor will provide a copy of the policy endorsements and forms. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form– additional details must be provided in writing. Policy exclusions may not be accepted. No construction shall be commenced until the Owner has approved the Contractor's certificates of insurance and required endorsements. These certificates and the insurance policies required by Section 11.1 shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner and the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate and a copy of the insurance policy evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Review and acknowledgement of the certificates of insurance and endorsements by the Owner or Architect shall not relieve or decrease the liability of the Contractor hereunder.

**§ 11.1.3.1** The Contractor's failure to procure or maintain insurance required under this Contract, or provide the required proof of such insurance, shall constitute a material breach of the Contract for which the Owner may, in its sole discretion, stop the Work, withhold payment, or suspend or terminate the Contract. In response to such failure the Owner also may, at its sole discretion, procure or renew such insurance necessary to protect the Owner's interests, pay any premiums in connection therewith and recover (or deduct) all amounts so paid, as well as all other costs and fees incurred as a result of such breach, from the Contractor. It shall not be the basis for an extension of the Contract Time if the operations, services or Work is stopped or delayed due to the Contractor's failure to provide the required insurances or proof of same. The foregoing rights and remedies of the Owner are in addition to the Owner's other rights and remedies. The Contractor shall fully cooperate at all times with any effort by the Owner or Construction Manager to audit compliance with the insurance requirements of Article 11. The Contractor understands and agrees that (a) the Owner's receipt of proper ACORD certificates of insurance and endorsements from the Contractor shall be a condition precedent to the Owner's obligation to make any progress payment under the Agreement, and (b) it shall not be the basis for an extension of the Contract Time if the operations, services or Work is stopped or delayed due to the Contractor's failure to provide proper ACORD certificates of insurance and endorsements.

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**§ 11.1.4** The Contractor shall cause all liability insurance policies coverage required by the Contract Documents (excluding Workers' Compensation) to include (1) the Owner and its Board of Education, officers, employees and volunteers, Construction Manager, Architect, and their consultants as additional insureds on a primary and non-contributory for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner and its Board of Education, officers, employees and volunteers as additional insureds on a primary and non-contributory for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. If the terms of policies expire, or the lives of the insurance companies terminate, before the Contract is completed or during the period of completed operations coverage, and the Contractor fails to maintain continuance of such insurance, the Owner is entitled to provide protection for itself, to pay premiums, and to charge the cost to the Contractor.

**§ 11.1.4.1** Additional insured status for Commercial General Liability coverage shall be provided by standard or other endorsements that extend coverage to the Owner for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rest solely with the Owner. A completed copy of the endorsements must be attached to the Certificate of Insurance to include Commercial General Liability, Auto Liability and Umbrella/Excess coverages.

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**§ 11.1.5** It is expressly understood and agreed that:

- **.1** The amount of insurance provided in the insurance coverages required by Article 11 and any other provision of the Contract Documents shall not be construed to be a limitation of the liability on the part of the Contractor or any of its Subcontractors.
- **.2** Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute or otherwise shall be its own responsibility and at its own expense and shall not be charged back to the Project.
- **.3** The carrying of insurance described shall in no way be interpreted as relieving the Contractor or any Subcontractor of any responsibility or liability under the Contract.
- **.4** In the event of a failure of Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Owner shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Contractor who agrees to furnish all necessary information thereof and to pay the cost thereof to the Owner immediately upon presentation of an invoice.
- **.5** Any work performed without having the insurance coverage is at the Contractor's own risk.
- **.6** Any applicable deductibles and self-insured retentions on the policies required by this Article 11 are the sole responsibility of the Contractor. The Contractor agrees to indemnify the Owner for applicable deductibles and self-insured retentions.
- **.7** There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.
- **.8.** No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.

**§ 11.1.6 Schedule of Insurance**

The Contractor and its Subcontractors, at their own expense, shall procure and maintain the following insurance coverages with limits of liability not less than the limits specified, or greater if required by law.

**§ 11.1.6.1 Workers' Compensation and Employers' Liability**

Workers' compensation and employers' liability insurance coverage complying with the laws of the State of New York and elsewhere as may be required and shall include a minimum of:

| | |
|---|---|
| Workers' Compensation | Statutory |
| Bodily Injury by Accident: | $1,000,000 Each Accident |
| Bodily Injury by Disease: | $1,000,000 Each Employee |
| Bodily Injury by Disease: | $1,000,000 Policy Limit |

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

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The workers' compensation and employers' liability policies shall be endorsed to waive the right of subrogation against the Owner and its Board of Education, officers, employees and volunteers.

**§ 11.1.6.2 Commercial General Liability**
Commercial General Liability written on ISO occurrence form providing coverage for Premises and Operations, Products-Completed Operations, Independent Contractors, Personal and Advertising Injury, Blanket Contractual Liability, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazards). Minimum limits are as follows:

$1,000,000 per Occurrence/$2,000,000 Aggregate
$2,000,000 Products and Completed Operations
$1,000,000 Personal and Advertising Injury
$100,000 Fire Damage
$10,000 Medical Expense
The general aggregate shall apply on a per-project basis.

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Products and Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment and must provide that the Owner is an additional insured on a primary basis for the same period. These limits must apply on a per project basis. Coverage must be written on CG 00 01 form or its equivalent. The Commercial General Liability policy shall be endorsed to waive the right of subrogation against the Owner and its Board of Education, officers, employees and volunteers.

**§ 11.1.6.3 Automobile Liability**
Business Automobile Liability, including liability arising out of any owned, leased, borrowed, non-owned or hired automobile with per accident limits of liability of not less than $2,000,000. The Contractor shall cause the automobile liability coverage required herein to include the Owner and its Board of Education, officer, employees and volunteers, Construction Manager, Architect, and their consultants as additional insureds on a primary and non-contributory basis. The automobile liability policy shall be endorsed to waive the right of subrogation against the Owner and its Board of Education, officers, employees and volunteers.

**§ 11.1.6.4 Excess Liability and/or Umbrella Liability.** Minimum limits are:

**.1** $5,000,000 per occurrence and $5,000,000 aggregate for general construction and no work at elevation (1 story or 10 feet) and project values less than or equal to $1,000,000;

**.2** $10,000,000 each occurrence and aggregate for high-risk construction, work at elevation (>1 story or 10 feet) and project values greater than $1,000,000.

Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the Commercial General Liability and Auto Liability coverages. The Umbrella/Excess liability policy shall be endorsed to waive the right of subrogation against the Owner and its Board of Education, employees and volunteers.

**§ 11.1.6.5 Riggers Liability Insurance**
If Work involves rigging, hoisting, lowering, raising or moving of property or equipment not belonging to the Contractor, Riggers Liability Insurance is required to insure for the full value of the property or equipment against physical loss/damage.

**§ 11.1.6.6 Owners Contractors Protective Liability Insurance**
The Contractor shall procure and maintain at Contractor's own expense until final completion of the Work covered by the Contract, and any extension thereof, Owners Contractors Protective (OCP) Liability Coverage issued in the name of the Owner and covering the liability for damages imposed by law upon the Owner and/or Construction Manager with respect to all operations under the agreement by the Contractor or its Subcontractors, including omissions and supervisory acts of the Owner and Construction Manager. Such policy shall be delivered to the Owner and Construction Manager no later than fifteen (15) days of awarding the Contract. The OCP policy must be with a NYS licensed and admitted carrier. Unless otherwise specifically required by special specifications, each policy shall be issued with limits not less than the following:

- For projects less than or equal to $1,000,000 and/or work on 1 story (10 feet) only; $1,000,000 per

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occurrence, $2,000,000 aggregate with the Owner as the Named Insured.

- For projects greater than $1,000,000 and/or work over 1 story (10 feet); $2,000,000 per occurrence, $4,000,000 aggregate with the Owner as the Named Insured.

The Owner will be the Named Insured on OCP Policies. There will be no Additional Insureds on any OCP Policies.

**§ 11.1.6.7 Asbestos/Lead Abatement/Pollution Liability Insurance**
$2,000,000 per occurrence/$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. The policy shall also include coverage for non-owned disposal site liability, Mold Remediation and Related Expenses. If a retroactive date is used, it shall pre-date the inception of the Contract.

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If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall maintain pollution liability broadened coverage (ISO Endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the Owner of the Certificate of Completion.

The Contractor shall cause the pollution liability coverage required herein to include the Owner and its Board of Education, officers, employees and volunteers, Construction Manager, Architect, and their consultants as additional insureds on a primary and non-contributory basis. The pollution legal liability policy shall be endorsed to waive the right of subrogation against the Owner and its Board of Education, officers, employees and volunteers.

**§ 11.1.6.7 Testing Company Errors and Omission Insurance**
$1,000,000 per occurrence/$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the Contract with the Owner.

**§ 11.2 Owner's Liability Insurance**
The Owner shall be responsible for maintaining its usual liability insurance.

**§ 11.3 Property Insurance**
**§ 11.3.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

**§ 11.3.1.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss. The form of policy for this coverage shall be Completed Value. Notwithstanding the definition of the "Work" in this Contract or in this Section 11.3.1.1, the Contractor assumes all responsibility for the safety and keeping of all tools and equipment and any materials or products used to complete or perform the Work, and which do not form a permanent part of the Work. The Contractor waives all rights against the Owner and Architect, their consultants, sub-consultants, employees and agents for any loss or damages to any such tools, equipment or any material or products used to complete or perform the Work, and which do not form a part of the Work. The Contractor shall require similar waivers in favor of the above-named parties from all Subcontractors and Sub-subcontractors, agents and employees of any of them.

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**§ 11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

**§ 11.3.1.3** Losses up to the deductible amount shall be the responsibility of the Contractor unless caused solely by the Owner.

**§ 11.3.1.4** The Contractor shall provide insurance coverage for portions of the Work stored off the site, in transit, and stored on the site but not incorporated into the Work on a full replacement cost basis. The Contractor is responsible for all deductible amounts.

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**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**§ 11.3.1.6** The insurance required by Paragraph 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools, or equipment which shall be subject to the provisions of Subparagraph 11.3.7.

**§ 11.3.1.7** The Owner shall not be responsible to or for the Contractor or Subcontractors against any loss by fire, lightning, extended coverage, all risk, theft or vandalism and malicious mischief, of any tools, equipment, vehicles, shanties, tool houses, trailers, or other temporary or permanent structures wherever located and owned by the Contractor, Subcontractors, their employees or agents.

**§ 11.3.2 Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

**§ 11.3.3 Loss of Use Insurance.** The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

**§ 11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**§ 11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, adjoining 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ 11.3.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

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**§ 11.3.7 Waivers of Subrogation.** The Owner and Contractor waive all rights against each other and any of their Consultants, Architects, Construction Manager, subcontractors, sub-subcontractors, agents and employees each of the other and Owner's 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 covered by property insurance obtained pursuant to this Article 11 or other insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Contractor shall require each of the subcontractors, sub- subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. To the extent that a waiver of subrogation is unavailable to the Owner and the absence of such right of subrogation, or the Owner's giving such a waiver, would constitute a breach of its insurance policy; then as to the Owner this Section 11.3.7 shall be of no force or effect and no such waiver of subrogation shall be required of Owner.

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**§ 11.3.8** A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**§ 11.3.9** The Owner, as fiduciary, shall have the power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss to the Owner's exercise of this power.

**§ 11.3.10** All insurance policies maintained by the Contractor shall include a waiver of any and all rights of subrogation of the Contractor or its Insurers against the Owner and Architect, along with all other Additional Insureds/Indemnified Parties and their agents, officers, directors and employees for recovery of damages. The Contractor further waives its right of subrogation against the Owner or any Additional Insured or Indemnified Party for any damage or loss to the Contractor's scope of work, tools, equipment, materials or any other loss within the scope of any insurance maintained by the Owner.

**§ 11.4 Performance Bond and Payment Bond**

**§ 11.4.1** The Contractor shall furnish performance and labor and material payment bonds, each in an amount equal to one hundred percent (100%) of the Contract Sum, meeting all statutory requirements of the State of New York, in form and substance satisfactory to the Owner in its sole discretion and, without limitation, complying with the following specific requirements:

- **.1** The prescribed form of the performance and payment bonds shall conform to AIA A312-2010, and other shall be satisfactory to the Owner in the Owner's sole judgment;
- **.2** The cost of the required bonds shall be included in the Contract Sum;
- **.3** Bonds shall be executed by a responsible surety licensed in New York State, listed in the latest issue of the U.S. Treasury Circular 570 and having an A.M. Best's rating of no less than A-/IX and shall remain in effect for a period not less than two years following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer;
- **.4** The Contractor shall require the attorney in fact who executes the required bond on behalf of the surety to affix thereof a certified and current copy of his power of attorney indicating the monetary limit of such power. The signatures of the Contractor and Surety shall be acknowledged by a notary public; and
- **.5** Every bond under this Section 11.4.1 must display the surety bond number.

**§ 11.4.2** A rider including the following provisions shall be attached to each bond:

1. This bond includes performance by the Contractor of any correction and warranty obligations in the Contract Documents, including such performance after the dates of Substantial Completion and final completion.

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

3. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to Lender and the Owner.

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**§ 11.4.3** All bonds shall be maintained in full force during the duration of the Project and for a period of two (2) years after the date of the Contractor's acceptance of final payment as guarantee that the Contractor will make good any faults or defects in the work arising from improper or defective workmanship or materials which may appear during the comeback warranty period.

**§ 11.4.4** The Contactor shall deliver the required bonds to the Owner prior to beginning construction activity at the Project site, but no later than seven (7) days after execution of the Contract. Said bonds shall be issued on form AIA Document A312.

**§ 11.4.5** The Owner may, in the Owner's sole discretion and without prior notice to the Contractor, inform surety of Contractor's Work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Contractor's Work.

**§ 11.4.6** If the surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this Article, the Contractor shall within ten (10) days thereafter substitute another Performance and Payment Bond and surety, both of which must be acceptable to the Owner.

**§ 11.4.7** The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other material required by the surety. The Owner shall be notified by the Contractor, in writing, of all communications with the surety. The Owner may, in the Owner's sole discretion, inform the surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under any pursuant to any bond issued in connection with the Work.

**§ 11.4.8** Notwithstanding any other provisions in any performance or payment bond, it shall not be a condition precedent to termination of a Contract or Contractor that notice be sent to or meeting be arranged or held with the Contractor (principal) and surety, prior to such termination. Any such requirement(s) shall be void and unenforceable and the Owner shall have the right to reject any such bond(s) or ignore such condition. The exclusive method of termination of a Contract or the Contractor is contained in the Contract Documents, and the Contractor and surety expressly agree to be bound thereby.

**§ 11.4.9** 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.

**§ 11.4.10** The Contractor shall provide for the continuation of the performance bond as a maintenance bond for two (2) full years after the date of final payment request at the full final Contract Sum.

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**§ 11.5** Neither the procurement nor the maintenance of any type of insurance by the Owner or the Contractor shall in any way be construed or be deemed to limit, discharge, waive or release the Contractor from any of the obligations and risks imposed upon him by the Contract or to be a limitation on the nature or extent of such obligations or risks.

**§ 11.6** Nothing in the Contract shall create or give to third parties any claim or right of action against the Contractor, Architect, Construction Manager or Owner beyond such as may legally exist irrespective of the Contract.

## 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.

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**§ 12.1.2** If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe 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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

### § 12.2 Correction of Work

#### § 12.2.1 Before or After Substantial Completion

The Owner, through its Architect or Construction Manager, shall have the authority to reject Work performed by the Contractor that does not conform to the requirements of the Drawings, Specifications, or both. The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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 two (2) years after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.8.1, 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 obligation set forth hereunder shall survive acceptance by the Owner of the Work or termination of the Contract. The Owner shall give such notice promptly after discovery of the condition. The Contractor's Performance Bond shall remain in full force and effect through this two-year comeback correction period.

**§ 12.2.2.2** The two-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** Upon completion of any Work under or pursuant to this Section 12.2, the two-year period for correction of Work in connection with the Work requiring correction shall be renewed and recommence.

**§ 12.2.2.4** The obligations shall cover any repair and replacement to any part of the Work or other property caused by the defective Work.

**§ 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.

**§ 12.2.3.1** If the Contractor fails to commence to correct, repair and make good any defects in its Work within a reasonable time, not to exceed ten (10) days from the date the Contractor received written notice from the Owner per

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Section 12.2.2.1, the Owner may correct it in accordance with Section 2.5 and the Contractor shall, upon demand, pay to the Owner all amounts which it expends for such corrective work.

**§ 12.2.3.2** In emergencies occurring during the two-year correction period, the Owner may correct any defect immediately and charge the cost to the Contractor. The Owner shall at once notify the Contractor, who may take over the Work and make any corrections remaining after its forces arrive at the Work. Repair work not started within ten (10) days following notice to the Contractor of any defect may be considered an emergency.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, other Contractors or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. The Contractor shall also replace or repair to satisfaction of Owner any and all damage done to the building or its contents in consequence of work performed in fulfilling any applicable warranty. This clause is general in nature and will not operate to waive stipulations of other clauses that specify warranty periods in excess of two (2) years.

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**§ 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 two-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 determined by the Owner, with the advice of the Construction Manager and Architect. Such adjustment shall be effected whether or not final payment has been made. For this Section to apply, the Owner must accept non-conforming Work in writing specifying the non-conforming Work being accepted. Notwithstanding any acceptance by the Owner, if the Owner discovers non-conforming Work that the Owner has not expressly accepted in writing, the Owner may demand that the Contractor correct such Work as per the provisions of Article 12 hereof.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the State of New York, and the parties expressly agree that any claim, dispute, or other controversy of any nature arising out of the Contract or performance of the Work shall be commenced and maintained in New York State Supreme Court, Orange County.

**§ 13.1.2** The Contractor shall at all times observe and comply with all federal, state and local laws and all laws, ordinances and regulations of the Owner, in any manner affecting the Work and all such orders decreed as exist at present and those which may be enacted later, by bodies or tribunals having jurisdiction or authority over the Work, and the Contractor shall defend, indemnify and save harmless the Owner and its Board of Education, officers, agents, or servants against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation, order or decree, whether by himself or by his employee or agents. Historical lack of enforcement of any law, local or otherwise, shall not constitute a waiver of Contractor's responsibility for compliance with such law in a manner consistent with the Agreement unless and until the Contractor has received written consent for the waiver of such compliance from the Owner and the agency responsible for the enforcement of such law.

### § 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.

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

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**§ 13.3.3** The rights stated in these General Conditions and the Contract Documents are cumulative and not in limitation of any rights of the Owner at law or in equity.

**§ 13.3.4** The Owner shall not be responsible for damages or for loss of anticipated profits on Work not performed on account of any termination of the Contractor by the Owner or by virtue of the Owner's exercise of its right to take over the Contractor's Work.

**§ 13.3.5** The Owner shall not be liable to the Contractor for punitive damages on account of its termination of the Contractor or any other alleged breach of the Agreement and the Contractor hereby expressly waives its right to claim such damages against the Owner.

**§ 13.3.6** The Contractor hereby expressly waives any rights it may have in law or in equity to lost bonding capacity as a result of any of the actions of the Owner, the Architect or the Construction Manager taken in connection with the Contractor's Work on the Project.

**§ 13.3.7** The Contractor agrees that it waives the defense of privity of contract as between itself and each other Contractor. In the event that an act or omission by another prime Contractor or its Subcontractors of any tier causes impact, damage or loss in any form to the Contractor, then the other prime Contractor responsible in whole or in part for such impact, damage or loss agrees it is directly responsible and liable to the Contractor. The Contractor acknowledges and agrees that this waiver of the defense or privity of contract permits and requires it to commence an action or suit directly against the responsible prime Contractor. The Owner, Architect and the Construction Manager shall not be parties to such suit. The Contractor waives and relinquishes any right and claim as against the Owner, to the extent such claim is caused, or contributed to, by a prime Contractor or its Subcontractors of any tier.

### § 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. Tests, inspections and approvals of portions of the Contractor's Work required by the Drawings or Specifications shall be made at an appropriate time. Unless otherwise provided, the Contractor shall arrange 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations

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concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

**§ 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 or Architect shall, upon written authorization from the Owner, instruct the Contractor to arrange 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 such 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, including the cost of retesting for verification of compliance if necessary until the Architect certifies that the Work in question does comply with the requirements of the Contract Documents, and none of such costs shall be included in computing the Contract Sum.

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**§ 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.

**§ 13.4.7** Any material to be furnished shall be subject to inspections and tests in the shop and field by the Architect. Shop inspection shall not relieve the Contractor of the responsibility to furnish satisfactory materials and the right is reserved to reject any material at any time before final acceptance of the Work, when in the opinion of the Architect the materials and/or workmanship do not conform to the Specification requirements.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the legal rate as required in General Municipal Law Section 106-b.

### § 13.6 Time Limits on Claims

**§ 13.6.1** No action or proceeding shall lie or be maintained by the Contractor, nor anyone claiming under or through the Contractor, against the Owner upon any claim arising out of or based on the Agreement or the Contract Documents or by reason of any act or omission or requirements relating to the giving of notices and information, unless such action or proceeding shall be commenced within one (1) year after submission to the Owner of the final Application for Payment. As to a claim based upon money required to be retained for any period after the date of the final Application for Payment, such action must be commenced within six (6) months after such money becomes due and payable under the terms of the Contract. Notwithstanding, if the Contract is terminated by the Owner, any action or proceeding by the Contractor must be commenced within six (6) months after the date of such termination. The Contractor's acceptance of final payment shall constitute a release of all claims against the Owner. This provision shall not relieve the Contractor of the obligation to comply with the provisions of the law relating to notices of claim.

**§ 13.6.2** Acts or failures to act occurring during the construction of the Project or following the issuance of the final certificate for payment, which give rise to a cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor, whichever occurs last.

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### § 13.7 No Oral Waiver or Constructive Changes

The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by the Owner. No person is authorized on behalf of the Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by the Owner, and shall not relieve the Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

### § 13.8 Notices Regarding Liens

The Contractor shall provide to the Owner copies of all notices of any type regarding liens received from Subcontractors, Sub-subcontractors, or suppliers to the Contractor.

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### § 13.9 Wages Rates

The Contractor shall, and cause its Subcontractors to, comply with prevailing wage rate determinations as issued by the State of New York Department of Labor for the location and duration of this Project. Current wage rates for this Project are included in the Project Manual.

### § 13.10 General Provisions

Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

## 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 120 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; or
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- **.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 after 14 days written notice of such failure to make payment provided that such failure is not due to a disputed amount, and except to the extent the Owner is excused from timely making all or part of any payment on a Certificate for Payment as per any other provisions of the Contract Documents.

Notwithstanding the preceding or anything else in the Contract Documents, the Contractor shall not cease or delay the progress of the Work for any reason other than one set forth in Section 9.7, it being agreed that monetary damages shall be an adequate remedy for the Contractor for any breach of this Agreement or the Contract Documents by the Owner.

**§ 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.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon 30 days' written notice and opportunity to cure to the Owner, terminate the Contract and recover from the Owner payment for such Work properly performed for which it has not otherwise been compensated, but in no event shall the Owner by liable to the Contractor for any prospective loss, including, but not limited to, termination expenses, loss of anticipated profits, impact damages, unabsorbed overhead, or the like. Notwithstanding the foregoing, any such

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payments to the Contractor shall be less any setoffs to which the Owner may be entitled as per any other provision of the Contract Documents.

**§ 14.1.4** If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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 30 additional days' written notice to the Owner, Construction Manager and Architect (during which the Owner shall have the right and opportunity to cure), 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** refuses or fails to supply enough properly skilled workers or proper materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful, and careful manner;
- **.2** fails to make payment to Subcontractors or suppliers for materials or labor in accordance with the respective agreements between the Contractor and its Subcontractors or suppliers;
- **.3** disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority, or its health and safety plan;
- **.4** otherwise is guilty of substantial breach of or default under a provision of the Contract Documents;
- **.5** cannot complete the Work within the Contract Time or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Owner's opinion, attributable to conditions within the Contractor's control;
- **.6** breaches any warranty made by the Contractor under or pursuant to the Contract Documents;
- **.7** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the Work, or the award of necessary subcontracts, or the placing of necessary material and equipment orders;
- **.8** refuses to proceed with the Work or extra work when and as directed by the Owner, Construction Manager or Architect;
- **.9** fails or neglects to complete the Work within the Contract Time or in accordance with the Project, Milestone or construction schedules;
- **.10** refuses or fails to correct deficient Work performed by it;
- **.11** the Contractor's progress of the Work is such that the Owner reasonably believes that the Contractor shall not be able to achieve Substantial Completion by the Substantial Completion Date and the Contractor has not delivered and implemented a recovery plan required under the Contract or has not recovered the schedule sufficient to meet the respective Contract Time requirements as required by written notice to the Contractor by the Owner;
- **.12** disregards the instructions of the Construction Manager, Architect or Owner (when such instructions are based on the requirements of the Contract Documents);
- **.13** the Contractor becomes a party to any insolvency proceeding in a capacity as a debtor, and, in the case of any involuntary proceedings only, such proceeding is not stayed or discharged within twenty-five (25) days after the commencement of same;
- **.14** fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than 10 days, except as permitted under the Contract Documents.

**§ 14.2.2** When any of the above reasons exist, 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 (7) days' written notice, terminate employment of the Contractor at the expiration of such seven (7) day period, 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 utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, and also such subcontractors as it may deem advisable, or if may call upon the Contractor's surety at its own expense to do so. 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. Such

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accounting shall be final, binding and conclusive upon the Contractor, its surety, and any person claiming under or through the Contractor, as to the amount thereof.

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

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**§ 14.2.4.1** The costs of finishing the Work also include, without limitation, all reasonable attorneys' fees incurred in responding to the default and enforcing the Owner's rights under the Contract Documents, additional title costs, insurance, additional interest because of any delay in completing the Work, and all other direct and consequential damages incurred by the Owner by reason of the termination of the Contractor as stated herein.

**§ 14.2.5** If the Owner wrongfully terminates the Contract for cause, the rights, remedies and obligations of the parties will be the same as if the Owner had terminated the Contract for convenience under Section 14.4.

**§ 14.2.6** In the event that the Contractor, or the Contractor's surety, challenges the Owner's termination of the Contract for cause, and the Owner prevails in litigation in connection with such challenge, whether initiated by the Owner or by the Contractor or the Contractor's surety, the Owner shall be entitled to its costs, including reasonable attorney's fees, incurred as a result of such litigation, as part of any judgment against the Contractor or the Contractor's surety. Such costs, including reasonable attorney's fees, shall be deemed a cost of finishing the Work.

### § 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. The Owner shall incur no liability by reason of such suspension, delay, or interruption except that the Contractor may request an extension of its time to complete its Work in accordance with Article 8 hereof.

**§ 14.3.2** The Contract Time shall be adjusted for increases in time caused by suspension, delay or interruption as described in Section 14.3.1. 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 whole or any portion of the Contract for the Owner's convenience and without cause upon not less than seven (7) days' written notice to the Contractor. Notwithstanding any other provision to the contrary in the Contract, the Owner reserves the right at any time and in its absolute discretion to terminate the services of the Contractor or the Work (or a part thereof) by giving written notice to the Contractor. This termination for convenience of the Owner provision allows and authorizes the Owner to terminate this Contract at any time and for any reason whatsoever. This right may be exercised by the Owner in its complete discretion. Termination by the Owner under this Section shall be by Notice of Termination delivered to the Contractor specifying the extent of termination and the effective date.

**§ 14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall immediately and in accordance with instructions from the Owner:

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.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;
.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; and
.4 proceed to complete the performance of the Work required under portions of the Contract not terminated, if any.

**§ 14.4.3** Upon receipt of written notice of the Owner's exercise of such termination, the Contractor shall, as the Contractor's sole and exclusive remedy, be paid for the Work properly executed in accordance with the Contract Documents prior to the effective date of termination and for items properly fabricated off-site, delivered and stored in accordance with the Owner's instructions or the Contract Documents before such effective date. The Contractor's entitlement to payment for all such work shall be predicated on its performance of such work in accordance with the Contract Documents as certified by the Architect and Construction Manager. The Contractor shall be entitled to no other payment and waives any claim for damages including, but not limited to, lost profits, any prospective loss, underutilization of personnel or equipment, unabsorbed overhead, and any and all items of consequential loss or damage. The Owner shall be entitled to credit against any payment to be made to the Contractor pursuant to this Section 14.4 the following: (1) payments previously made to the Contractor for the terminated portion of the Work; (2) claims which the Owner has against the Contractor under the Contract Documents; and (3) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum, multiplied by 15% representing the Contractor's overhead and profit. Notwithstanding the foregoing, in the event of a termination under Section 14.4.1 prior to the issuance of a Notice to Proceed, the Contractor shall not be entitled to any compensation whatsoever.

**§ 14.4.4** The Contractor agrees and acknowledges that payments for the Work have been obtained through obligations or bonds which have been sold after public referendum. In the event the Work is suspended or canceled as a result of the order of any court, agency, department entity or individual having jurisdiction, or in the event the work is suspended or canceled due to the fact that a court, agency, department, entity or individual having jurisdiction has issued an order, the result of which is that the aforesaid obligations or bonds are no longer available for payment for the Work, the Contractor expressly agrees that it shall be solely entitled to payment for Work accomplished until a notice of suspension or cancellation is served upon it. The Contractor expressly waives any and all rights to institute an action, claim, cause of action or similar for any damages it may suffer as a result of the suspension or cancellation of the Work and/or its contract pursuant to this Section.

## 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, 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. Neither a Request for Information, nor a Construction Change Directive, nor a Change Order, nor a reservation of rights, nor minutes of a meeting, nor a daily report, nor any log entry, nor an Owner's request for or the Contractor's response to a Change Order proposal, nor notice of a potential or future claim shall constitute a Claim.

### § 15.1.2 Time Limits on Claims

**§ 15.1.2.1** Claims by the Contractor must be initiated by written notice to the Owner and the Initial Decision Maker. Claims by the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is earlier.

### § 15.1.3 Notice of Claims

**§ 15.1.3.1** Claims by the Contractor must be initiated by written notice to the Owner and to the Architect with a copy sent to the Construction Manager within the time limits set forth in Section 15.1.2.1 above. The purpose of the written notice is to give the Owner prompt opportunity: (a) to cancel or revise orders or directions, change plans, mitigate or remedy circumstances giving rise to the Claim or to take other action that may be desirable; (b) to monitor and verify the facts and circumstances as they occur; and (c) to verify any costs and expenses claimed by the Contractor contemporaneously as they are incurred. Written notice is required whether or not the Owner, Construction Manager or Architect is aware of the facts or circumstances that constitute the basis for the Contractor's Claim, and no action or conduct of the Owner, Construction Manager, Architect or any other person

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will be regarded as a waiver of such notice requirement except only a written statement to such effect signed by the Owner. Failure of the Contractor to give written notice as required by this Section shall be deemed conclusively to be a waiver and release of any Claim, and such written notice shall be a condition precedent to the Contractor's right to make any Claim arising out of, under or in connection with the Contract or its performance of the Work.

**§ 15.1.3.2** Written notice shall contain a heading stating "Notice of Claim" to clearly identify it as such. Such notice shall set forth in detail the circumstances that form the basis for the Claim and shall include the following: (1) a clear statement of the claim, including background and chronology; (2) documentation in support of the claim; (3) documentation in support of claimed damages; and (4) certification by responsible officer of the Contractor. The responsibility to substantiate Claims shall rest with the Contractor. An additional Claim arising from the same occurrence or condition made after the Initial Claim has been implemented by Change Order shall not be considered.

**§ 15.1.3.3** The Contractor agrees that it has and will make no claim for damages against the Owner by reason of any act or omission to act by any other Contractor, Separate Contractor or Subcontractors having contracts for performance of any portion of work of the Project or in connection with the Owner's, Architect's or Construction Manager's acts or omissions to act in connection with such other Contractors, Separate Contractors or Subcontractors.

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**§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim by the Contractor, except as otherwise agreed in writing or as provided in Section 9.7, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments of undisputed amounts in accordance with the Contract Documents; provided, however, that the Contractor shall use its best efforts to furnish the Architect and Owner, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such Claim is recognized, and shall cooperate with the Architect and the Owner in any effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such a Claim. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions 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, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. The Contractor agrees that an express condition precedent to the Contractor's entitlement to any increase in the Contract Sum shall be full and complete compliance to the satisfaction of the Owner with the requirements of Article 15. The Contractor acknowledges the no damages for delay provisions set forth in Sections 8.3.2 and 15.1.6.1.4 hereof.

**§ 15.1.5.1** The Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time if:

- **.1** The Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner in respect of Contract Sum and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or
- **.2** The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for the Contractor prior to Contractor's making such final commitment;
- **.3** The Contractor failed to give the written notice within the time and as required by Section 15.1.2; or
- **.4** If the Owner and the Contractor are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Sum or Contract Times, a claim may be made therefore as provided in Article 15. However, the Owner, Construction Manager, and Architect shall not be liable to the Contractor for any claims, costs, losses or damages sustained by the Contractor on or in connection with any other project or anticipated project.

**§ 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 Sections 15.1.2 and 15.1.3 shall be given. The Contractor's Claim shall include an estimate of the probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

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**§ 15.1.6.1.1** An application for extension of time must set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner, Construction Manager or Architect may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim for an increase in the Contract Time.

**§ 15.1.6.1.2** The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

**§ 15.1.6.1.3** The Contractor agrees that an express condition precedent to the Contractor's entitlement to any extension of the Contract Time shall be full and complete compliance to the satisfaction of the Owner with the requirements of Articles 8 and 15.

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**§ 15.1.6.1.4** The Owner shall not be liable to the Contractor or any of its Subcontractor or Suppliers for claims, impact costs, extended general conditions or delay damages of any nature caused by or arising out of delay, disruption, interference, inefficiencies, impedance, hindrance, acceleration, resequencing, schedule impacts, lack of timeliness by the Owner or its Architect or Construction Manager, and lack of coordination or scheduling, cumulative impact of multiple change orders, errors or omissions in the design of the Project, delay and other performance impacts. The sole remedy against the Owner for such delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the Claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs, extended general conditions, directions given or not given by the Owner, Construction Manager, or Architect, including scheduling and coordination of the Work; the Architect's preparation of drawings and specifications or the Construction Manager's or Architect's review of shop drawings and requests for instructions; errors or omissions in the design of the Project; or, on account of any delay, disruption, interference, impedance, inefficiency, lack of productivity, obstruction or hindrance for any cause whatsoever by the Owner, Construction Manager, Architect or any other Contractor or Separate Contractor on the Project whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefore shall be an extension of time, if appropriate. It is emphasized that no monetary recovery may be obtained by the Contractor for delay against the Owner, Construction Manager, Architect, other Contractor or Separate Contractor based on any reason and that the Contractor's sole remedy, if appropriate, is additional time.

**§ 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. In planning its construction schedule within the agreed Contract Time, it shall be assumed that the Contractor has anticipated the amount of adverse weather conditions normal to the site of the Work for the season or seasons of the year involved. Only those weather delays attributable to other than normal weather conditions will be considered by the Architect.

**§ 15.1.7 Waiver of Claims for Consequential Damages.** The Contractor waives any and all claims for consequential damages of any kind and nature arising out of or relating to this Contract. This waiver of consequential damages shall survive termination of the Contract.

**§ 15.1.8** Nothing contained in the Contract Documents shall relieve a Contractor from compliance with any statutory requirement, including, but not limited to those contained in Education Law Section 3813.

**§ 15.2 Initial Decision**

**§ 15.2.1** Claims by the Contractor, 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 by the Contractor excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to binding dispute resolution of any Claim. If an initial decision has not been rendered within 30 days after the Contractor's Claim has

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been referred to the Initial Decision Maker, the Contractor may proceed with 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 by the Contractor 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 by the Contractor, 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.

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**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim by the Contractor or to furnish additional supporting data, such party shall respond, within 10 days after receipt of such 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 by the Contractor in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim by the Contractor, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect and Construction Manager, if the Architect or Construction Manager 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 binding dispute resolution.

**§ 15.2.6** Intentionally omitted.

**§ 15.2.6.1** Intentionally omitted.

**§ 15.2.7** Intentionally omitted.

**§ 15.2.8** If a Claim by the Contractor 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.

## ARTICLE 16 SPECIAL CONDITIONS

### § 16.1 Equal Opportunity

**§ 16.1.1** The Contractor shall maintain policies for equal employment opportunity for construction employment. During performance of the Agreement, the Contractor agrees as follows:

**§ 16.1.2** The Contractor and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that all applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship and on-the-job training.

**§ 16.1.3** The Contractor will post and keep posted in conspicuous places, for employees and applicants for employment, notices obtained by the Contractor from the New York State Division of Human Rights as set forth in the General Regulations of that Division at 9 NYCRR 466.1(a), such conspicuous places to be as defined in 9 NYCRR 466.1(b), and such other postings as that Division may require with respect to New York State's laws, codes, rules, and regulations governing discrimination in employment.

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**§ 16.1.4** The Contractor will state in all solicitations or advertisements for employees placed by, or on behalf, of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

**§ 16.1.5** The Contractor will comply with provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to the Contractor's books, records and accounts by the Owner, the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these nondiscrimination clauses and such sections of the Executive Law and Civil Rights Law.

**§ 16.1.6** The Contractor will send to each labor union, or representatives of workers, with which it has, or is bound by a collective bargaining or other Agreement or understanding notices obtained from the State Commissioner of Human Rights, advising such Labor Union or representative of the Contractor's Agreement under requirements of this Article. If the Contractor was directed to do so by Owner as part of the Bid, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate within the limits of its legal and contractual authority in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the Owner and State Commissioner of Human Rights of such failure or refusal.

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**§ 16.1.7** The Agreement may be forthwith canceled, terminated or suspended in whole, or in part, by Owner upon the basis of a finding made by the State Division of Human Rights, that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future Contracts made by, or in behalf of, the State, or Authority or Agency of the State, or Housing Authority or an Urban Renewal Agency, or Contracts requiring the approval of the Commissioner of Housing and Community Renewal, until it has satisfied the State Division of Human Rights, that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings shall be made by the State Division of Human Rights after conciliation efforts by the Division have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Division, notice thereof has been given to the Contractor, and an opportunity has been afforded by the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked immediately of, or in addition to sanction in remedies otherwise provided by law. If the Agreement is canceled or terminated under provisions of this Article, in addition to other rights of Owner provided in the Agreement upon its breach by the Contractor, the Contractor will hold Owner harmless against any additional expenses or costs incurred by Owner in completing the work or in purchasing the services, materials, equipment or supplies contemplated by Agreement and Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against authority on the Performance Bond if necessary.

**§ 16.1.8** The Contractor will include the provisions of this Article in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontractor or purchase order as the State Division of Human Rights or the Owner may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or a vendor, as a result of such direction by the State Division of Human Rights, the Contractor shall promptly so notify the Owner and the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

### § 16.2 Waiver of Immunity

**§ 16.2.1** The Contractor hereby agrees to the provisions of Paragraph 139-a and l39-b of the New York State Finance Law and Section 103-a of the New York General Municipal Law, which require that upon the refusal of a person, when called before a grand jury, head of a State department, temporary State commission or other State agency, or the organized crime task force in the Department of Law, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had

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with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

**§ 16.2.1.1** Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with New York State or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal.

**§ 16.2.1.2** Any and all contracts made with the State of New York, or any public department, agency or official thereof since the effective date of this law, by such person, and by an firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the State of New York without incurring any penalty or damages on account of such cancellation or termination, but any moneys owning by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

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**§ 16.3 Non-Collusive Clause as Required by NYS General Municipal Law Section 103-d**

**§ 16.3.1** Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

**§ 16.3.2** 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, the following:

**§ 16.3.2.1** The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competitions, as to any matter relating to such prices with any other bidder or with any competitor.

**§ 16.3.2.2** Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.

**§ 16.3.2.3** No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**§ 16.3.3** A bid shall not be considered for award nor shall any award be made where requirements of this Article have not been complied with; provided however, that 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 set forth in detail the reasons therefore. Where requirements of this Article have not been complied with, the bid shall not be considered for award nor shall any award by made unless the head of the purchasing agent 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.

**§ 16.3.4** The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed, or pending, publication of new or revised price list for such items, or (c) has sold the same items to other customers at the same prices being bids, does not constitute a disclosure within the meaning of this Article.

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

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### § 16.4 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 of 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 one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted, or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged form 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 moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent, or affect an assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state.

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## ARTICLE 17 NEW YORK STATE LABOR LAW REQUIREMENTS

### § 17.1 Working Hours

**§ 17.1.1** The Contractor specifically agrees as required by the New York State Labor Law ("Labor Law"), Sections 220 and 220-d, as amended, that:

- **.1** No laborer, worker, or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the work included in the Contract Documents shall be permitted or required to work more than eight hours in any one calendar day or more than five (5) days in any one week, except to the extent permitted in the case of extraordinary emergencies described in the Labor Law.
- **.2** The wages to be paid to each laborer, worker, or mechanic in the employ of the Contractor, Subcontractor, or other person doing or contracting to do all or any part of the work included in the Contract Documents for a legal day's work shall be not less than the prevailing rate of wages as defined by the Labor Law.
- **.3** Each laborer, workman or mechanic employed by the Contractor, a Subcontractor, or other person doing or contracting to do all or any part of the work included in the Contract Documents shall be provided the supplements required by Article 8 of the Labor Law.
- **.4** The minimum hourly rate of wage to be paid shall be not less than that stated in the General Conditions, and shall be as designated by the industrial Commissioner.
- **.5** The Contractor's and any Subcontractor's or other person's filing of payrolls in a manner prescribed by subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to the to the Owner's payment of any sums due and owing to the Contractor, Subcontractor or other party for work done on or with respect to the Project.

### § 17.2 Wage Rates

**§ 17.2.1** The Contractor specifically agrees, as required by the Labor Law, that the Contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

- **.1** the prevailing wage rates as provided in Labor Law Section 220(3) as amended, or,
- **.2** the minimum wage rates as provided in Labor Law Section 220-d, as amended.

**§ 17.2.2** The Contractor shall comply with Prevailing Wage Rates as issued by the State of New York Department of Labor for the location and duration of this Project. Current wage rates for this project are included in the Project Manual as part of the Contract Documents. The Contractor is responsible to regularly review "Prevailing Wage Schedules/Updates" available on the "Prevailing Wage/Public Work" link on State of New York Department of Labor "Business in New York" web page (www.labor.state.ny.gov) to identify and implement any applicable changes to Prevailing Wage Rates during the Project.

**§ 17.2.3** The Contractor shall comply with all the requirements of the Labor Law Section 220-a, as amended, regarding mandatory submission of certified payroll records, which shall be included with each application for payment.

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### § 17.3 Anti-Discrimination

**§ 17.3.1** The Contractor specifically agrees, as required by the provisions of Section 220-e of the Labor Law, as amended, that:

**.1** In the hiring of employees for the performance of work under the Contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall be reason of race, creed, color, sexual orientation, 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;

**.2** No contractor, subcontractor, nor any person on its behalf, shall in any manner, discriminate or intimidate any employee hired for the performance of work under the contact on account of race, creed, color, sexual orientation, or national origin.

**.3** There may be deducted from the amount payable to the Contractor by the Owner under the contract a penalty at fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

**.4** The Contract may be canceled or terminated by the Owner, and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.

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## ARTICLE 18 GENERAL MUNICIPAL LAW REQUIREMENTS OF THE STATE OF NEW YORK

### § 18.1 Payment of Contractors and Subcontractors

**§ 18.1.1** The Contractor specifically agrees it is bound by Section 106-b of the New York General Municipal Law.

## ARTICLE 19 SPECIFIC CONFORMANCE TO THE LAWS OF THE STATE OF NEW YORK

### § 19.1 Statutory Requirements

**§ 19.1.1** The parties agree that each is bound to the provisions of the laws of the State of New York governing bidding and contracting for public improvement projects, including but not limited to applicable provisions of the General Obligations Law, Labor Law, and General Municipal Law. To the extent any provisions in the Contract Documents conflict with any provisions of New York Law, the statutory provisions shall prevail and the conflicting provisions in the Contract Documents shall be deemed to conform to the statutory provisions.

**§ 19.1.2** To the extent the laws of the State of New York governing bidding and contracting for public improvement projects mandate inclusion of specific terms in contracts for such improvements, but which are not already included in these General Conditions, such terms shall be deemed and hereby are incorporated into these General Conditions.

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**SECTION 007343**
**WAGE RATE REQUIREMENTS**

## PART 1 GENERAL

### 1.01 SUMMARY

A. For work associated with SED #44-12-01-06-0-002-011, wage rates shall apply as shown in the Prevailing Wage Schedule prepared by the New York State Department of labor for this project (the Prevailing Wage Case Number (PRC#) assigned to this project is 2024015109. The Schedule can be viewed at the following website:

B. https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt

C. The Contractor shall be responsible for completing one copy of Notice of Contract Award (Form PW-16). Upon completion of the form, the Contractor shall submit the form to the Architect. Architect will forward a copy to the New York State Department of Labor.

D. For work associated with SED #44-12-01-06-0-002-012, wage rates shall apply as shown in the Prevailing Wage Schedule prepared by the New York State Department of labor for this project (the Prevailing Wage Case Number (PRC#) assigned to this project is 2025005198. The Schedule can be viewed at the following website:

E. https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1588124

F. The Contractor shall be responsible for completing one copy of Notice of Contract Award (Form PW-16). Upon completion of the form, the Contractor shall submit the form to the Architect. Architect will forward a copy to the New York State Department of Labor.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION (NOT USED)

**END OF SECTION 007343**

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**SECTION 012100**
**ALLOWANCES**

## PART 1 GENERAL

### 1.01 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.
   1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:
   1. Contingency allowances.

C. Related Sections:

### 1.02 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

### 1.03 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

### 1.04 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

### 1.05 COORDINATION

A. Coordinate allowance items with other portions of the Work.

### 1.06 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, for work ordered by Owner under the contingency allowance is included in the Contract Sum and is not part of the Allowance.

C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

**PART 2 PRODUCTS (NOT APPLICABLE)**

**PART 3 EXECUTION**

**3.01 PREPARATION**

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

**3.02 GENERAL CONSTRUCTION SCHEDULE OF ALLOWANCES**

A. GC-1: Contingency Allowance: Include in the Base Bid an Allowance of $250,000 for use according to the Owners instructions."
   1. Contractor overhead and profit is provided in the Base Bid.

**3.03 ROOF CONSTRUCTION SCHEDULE OF ALLOWANCES**

A. RC-1: Contingency Allowance: Include in the Base Bid an Allowance of $ 150,000 for use according to the Owners instructions."
   1. Contractor overhead and profit is provided in the Base Bid.

**3.04 MECHANICAL AND PLUMBING CONSTRUCTION SCHEDULE OF ALLOWANCES**

A. MPC-1: Contingency Allowance: Include in the Base Bid an Allowance of $250,000 for use according to the Owners instructions."
   1. Contractor overhead and profit is provided in the Base Bid.

**3.05 ELECTRICAL CONSTRUCTION SCHEDULE OF ALLOWANCES**

A. EC-1: Contingency Allowance: Include in the Base Bid an Allowance of $100,000 for use according to the Owners instructions."
   1. Contractor overhead and profit is provided in the Base Bid.

**3.06 HAZARDOUS MATERIALS CONSTRUCTION SCHEDULE OF ALLOWANCES**

A. AC-1: Contingency Allowance: Include in the Base Bid an Allowance of $200,000 for use according to the Owners instructions."
   1. Contractor overhead and profit is provided in the Base Bid.

**END OF SECTION 012100**

# SECTION 012200
# UNIT PRICES

## PART 1 GENERAL

### 1.01 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

B. Related Sections:
   1. Section 012600 - Contract Modification Procedures: Procedures for submitting and handling Change Orders.
   2. Section 012100 - Allowances: Procedures for using Unit Prices with Allowances.

### 1.02 DEFINITIONS

A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

### 1.03 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: Refer to individual Specification Sections indicated in the “Schedule of Unit Prices” for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION

### 3.01 SCHEDULE OF UNIT PRICES

A. GENERAL CONSTRUCTION
   1. Unit Price No. GC- 1: Brick Replacement
      a. Description: Provide all labor, material and equipment necessary to replace brick - Match existing brick and mortar color.
      b. Unit of Measurement: Square Feet.
   2. Unit Price No. GC-2: Repointing Brick.
      a. Description: Provide all labor, material and equipment necessary to Repoint brick.
      b. Unit of Measurement: Square Feet
   3. Unit Price No. GC-3: Interior Painting
      a. Description: Provide all labor, material and equipment to provide a level 4 finish on interior walls.
      b. Unit of Measurement: Square Feet

4. Unit Price No. GC-4: VCT
   a. Description: Provide all labor, material and equipment necessary to provide and install VCT,
   b. Unit of Measurement: Square Feet
5. Unit Price No. GC-5: Non ACM Plaster
   a. Description: Provide all labor, material and equipment necessary to remove Non ACM Plaster.
   b. Unit of Measurement: Square Feet
6. Unit Price No. GC-6: ACT
   a. Description: Provide all labor, material and equipment necessary to provide and install ACT
   b. Unit of Measurement: Square Feet
7. Unit Price No. GC-7: Lintel Replacement
   a. Description: Provide all labor, material and equipment necessary to remove, provide and install Lintel.
   b. Unit of Measurement: Linear Feet
8. Unit Price No. GC-8: Gypsum Wall Board
   a. Description: Provide all labor, material and equipment necessary to install new 5/8" Type X Gypsum Wallboard
   b. Unit of Measurement: Square Feet

B. ROOF CONSTRUCTION
1. Unit Price No. RC-1: Rigid Insulation
   a. Description: Provide all labor, material and equipment necessary to provide and install Rigid Insulation.
   b. Unit of Measurement: 20 Square Feet
2. Unit Price No. RC-2: Tapered Insulation
   a. Description: Provide all labor, material and equipment necessary to provide and install Tapered insulation.
   b. Unit of Measurement: 20 Square Feet
3. Unit Price No. RC-3: Wood Blocking
   a. Description: Provide all labor, material and equipment necessary to provide and install wood blocking..
   b. Unit of Measurement: Linear Feet
4. Unit Price No. RC-4: Roof Deck Infill
   a. Description: Provide all labor, material and equipment necessary to provide and install roof deck infill.
   b. Unit of Measurement: Square Feet
5. Unit Price No. RC-5: Removal of wet insulation/Roof Replacement
   a. Description: Provide all labor, material and equipment necessary to remove existing roof covering and wet insulation and provide and install new roof infill.
   b. Unit of Measurement: Square Feet

C. MECHANICAL AND PLUMBING CONSTRUCTION
1. Unit Price No. MPC-1: Installation of Copper piping 1.25" less.
   a. Description: Provide all labor, material and equipment necessary to provide and install piping.
   b. Unit of Measurement: Linear Feet of piping
2. Unit Price No. MPC-2: Installation of copper piping 1.5”-2.5
   a. Description: Provide all labor, material and equipment necessary to provide and install piping.

b. Unit of Measurement: Linear Feet

3. Unit Price No. MPC-3: Installation of Black piping 3"-4".
   a. Description: Provide all labor, material and equipment necessary to provide and install black piping.
   b. Unit of Measurement: Linear Feet
4. Unit Price No. MPC-4: Installation of Black piping 5"-6".
   a. Description: Provide all labor, material and equipment necessary to provide and install black piping.
   b. Unit of Measurement: Linear Feet
5. Unit Price No. MPC-5: Insulation 1.25" less
   a. Description: Provide all labor, material and equipment necessary to provide and install insulation.
   b. Unit of Measurement: Linear Feet
6. Unit Price No. MPC-6: Insulation 1.5"-2"
   a. Description: Provide all labor, material and equipment necessary to provide and install insulation.
   b. Unit of Measurement: Linear Feet
7. Unit Price No. MPC-7: Insulation 3"-4"
   a. Description: Provide all labor, material and equipment necessary to provide and install insulation.
   b. Unit of Measurement: Linear Feet
8. Unit Price No. MPC-8: Insulation 5"-6"
   a. Description: Provide all labor, material and equipment necessary to provide and install insulation.
   b. Unit of Measurement: Linear Feet

D. HAZARDOUS MATERIALS CONTRACTOR
1. Unit Price No. AC-1: Abatement of Asbestos containing Ceiling.
   a. Description: Provide all labor, materials, and equipment necessary, including tents for ceiling abatement.
   b. Unit of Measurement:Square Feet
2. Unit Price No. AC-2: Abatement of Asbestos containing VCT.
   a. Description: Provide all labor, materials and equipment necessary, including tents to remove VCT.
   b. Unit of Measurement: Square Feet
3. Unit Price No. AC-3: Abatement of Asbestos containing insulation
   a. Description: Provide all labor, materials and equipment necessary, including tents to remove insulation in previously contained areas.
      1) Unit of Measurement: Linear Foot
4. Unit Price No. AC-4: Elbow Removal
   a. Description: Provide all labor, materials and equipment necessary, including tents to remove Elbows in previously contained areas.
      1) Unit of Measurement: Each

**END OF SECTION 012200**

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**SECTION 012300**
**ALTERNATES**

## PART 1 GENERAL

### 1.01 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

### 1.02 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
   1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
   2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

### 1.03 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
   1. Include as part of each alternate miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

## PART 2 PRODUCTS (NOT APPLICABLE)

## PART 3 EXECUTION

### 3.01 SCHEDULE OF ALTERNATES

A. GENERAL CONSTRUCTION
   1. Alternate No. GC -1: Lower Playground Drainage
      a. Base Bid: No storm sewer work lower field.
      b. Alternate: Install new storm sewer drainage work as indicated on the drawings and as specified in Division 31 32 and 33.
   2. Alternate No. GC -2: Fiber and Power Line to Lower Playground.
      a. Base Bid: No work for playground Fiber and Power.
      b. Alternate: Provide clearing and grubbing for new overhead fiber installation as indicated on the drawings and as specified in Division 31 32 and 33.
   3. Alternate No. GC -3: New Enlarged Louver Openings at Unit Ventilators
      a. Base Bid: No change to existing openings for louvers.

b. Alternate: Enlarge openings for louvers at Unit Ventilators including new lintels as indicated on Drawings and per specifications.

B. MECHANICAL CONSTRUCTION
1. Alternate No. MPC -1: New Enlarged Louver Openings at Unit Ventilators.
   a. Base Bid: No change to existing openings for louvers.
   b. Alternate: Coordinate work with enlarged openings for louvers at Unit Ventilators as indicated on Drawings and per specifications.
2. Alternate No. MPC -2: Clean Existing Ductwork.
   a. Base Bid: No work.
   b. Alternate: Clean interior of all ductwork per specification (Summer 2028).
3. Alternate No. MPC -3: Abandon and Seal existing Steam Pipes Above Ceilings.
   a. Base Bid: Remove steam piping to the extent indicated on drawings.
   b. Alternate: Credit for abandon steam piping in place above ceilings in areas that will receive new ceilings in Summer 2027.
4. Alternate No. MPC -4**:** New Split System HVAC for Kitchen
   a. Base Bid: No work.
   b. Alternate: Provide and install new split system HVAC at Kitchen as indicated on Drawings and in Specifications.

C. ELECTRICAL CONSTRUCTION
1. Alternate No. EC -1**:** Fiber and Power Line to Lower Playground
   a. Base Bid: No power or fiber provided to playground..
   b. Alternate: Provide power and fiber from within building down to playground. Provide utility poles and equipment as indicated on Drawings and as specified in Project Manual**.**
2. Alternate No. EC -2**:** New Split System HVAC for Kitchen
   a. Base Bid: No new split system HVAC for Kitchen..
   b. Alternate: Provide conduit and wire to new split HVAC system in Kitchen as indicated on Drawings and as specified in Division 26**.**

**END OF SECTION 012300**

# SECTION 020800
# ASBESTOS ABATEMENT PROCEDURES

AT: MONROE-WOODBURY CSD –
PHASE 2A: 2023 BOND WORK
~~CENTRAL VALLEY ELEMENTARY SCHOOL~~
~~SED#: 44-12-01-06-0-004-013~~
NORTH MAIN ELEMENTARY SCHOOL
SED#: 44-12-01-06-0-002-011

OWNER: MONROE-WOODBURY CSD
278 ROUTE 32
CENTRAL VALLEY, NY 10917
PH. (845) 460-6200

CONSULTANT: QUALITY ENVIRONMENTAL SOLUTIONS
& TECHNOLOGIES, INC. (QUES&T)
1376 ROUTE 9
WAPPINGERS FALLS, NEW YORK 12590
PH. (845) 298-6031
FX. (845) 298-6251

**SPECIFICATION DATED: October 23, 2026**
Design conforms to all applicable provisions of the NYS Uniform Fire Prevention and Building Code, NYS Energy Conservation Construction Code and Education Department Building Standards.

## PART I - GENRAL

### 1.01 DESCRIPTION

A. All work under this contract shall be performed in strict accordance with the specifications and all applicable laws for asbestos removal projects. The Abatement Contractor shall furnish all labor, materials, supervision, services, insurance and equipment necessary for the complete and total removal of Asbestos-containing Materials (ACM) as described herein, in attachments to the specification, Job Specific Variance(s) and/or as directed by Monroe-Woodbury CSD (here-in-after the "Owner") and/or the Owners Representative(s) to support the scope of work at the ***Monroe-Woodbury CSD – Phase 2A:2023 Bond Work*** at the following school buildings:

- ~~Central Valley Elementary School~~
  ~~45 NY Route 32, Central Valley, NY 10917~~
  ~~SED #44-12-01-06-0-015-011~~

- North Main Elementary School
  212 North Main St, Monroe, NY 10950
  SED #44-12-01-06-0-012-009

B. Abatement Contractor shall provide for personnel air monitoring to satisfy OSHA regulation 29 CFR Parts 1926.1101(f). All work performed shall be in strict accordance with applicable provisions and regulations promulgated under New York State Department of Labor, Industrial Code 56 (ICR-56).

C. The Abatement Contractor shall satisfy the requirements for asbestos projects issued by the New York State Department of Labor concerning licensing and certification; notification; equipment; removal and disposal procedures; engineering controls; work area preparation; decontamination and clean-up procedures; and personnel air monitoring.

D. The Abatement Contractor shall be responsible for submittal of asbestos project notification(s) and applicable fees to EPA and NYSDOL concerning this project. Project notification(s) shall be made for the cumulative total of ACM to be removed as required by ICR-56-3.4. Work practices for each individual work area established shall be consistent with the quantity of ACM contained within that work area as defined in ICR-56-2.

E. The scope of work under this contract shall include the following:

1. All Asbestos-containing Materials (ACM), detailed within Section #3.17 – Location of Work, shall be removed in accordance with these specifications. The Abatement Contractor is responsible for field verification of estimated quantities, locations and other site conditions that may affect work and must provide fully execute Page #56 – Estimate of ACM Quantities Form and return with their bid.

2. All fixed objects remaining within the work area(s) shall be protected as required by Title 12 NYCRR Section 56-7.10(b) and as described in these specifications.

3. The containerization, labeling and disposal of all asbestos waste in accordance with applicable city, state and federal regulations and these specifications.

4. The Abatement Contractor will be responsible for repairing all building components damaged during abatement including, but not limited to, ceiling tiles, ceiling finishes, wall finishes and/or floor finishes, etc.

5. The Abatement Contractor shall be responsible for any and all demolition required to access materials identified in scope of work and on associated drawings.

6. Concealed conditions that are exposed and may require additional work shall be brought to the attention of the Owner(s) immediately. The Abatement Contractor shall not abate these areas without a written notice to proceed. If the Abatement Contractor removes additional asbestos prior to the order to proceed the additional work will not be acknowledged.

7. Permissible working hours shall be Monday through Friday 7:00 A.M. to 4:00 P.M. and/or as defined by the Owner. Holidays shall be considered weekends and not included for working days. Upon written approval from the Owner, the Abatement Contractor may work past these hours. The Abatement Contractor will incur any and all costs associated for work performed beyond the defined schedule including, but not limited to: abatement activities, project/air monitoring, custodial/staffing labor, overtime, mobilizations, etc.

8. Buildings will be turned over to the Abatement Contractor as is. At that time, all electrical services and HVAC systems in the proposed work areas will be shut down. Electricity and water supply will be maintained in the building for use by the Abatement Contractor. The Abatement Contractor is responsible for securing all power in the work area(s) and establishing all temporary GFCI hookups necessary to complete his work.

9. As required, the Abatement Contractor shall remove identified asbestos-containing floor coverings to building substrates beneath; in areas indicted within Section #3.17 – Location of Work and associated Asbestos Abatement Location Drawings. Subsequent to final air clearances, the substrate(s) shall be washed with a neutralizing agent to prepare the substrate to accept new floor covering(s) and eliminate residual odors.

10. The Abatement Contractor must coordinate location of waste containers with the Facility and the Owner. Deliveries and storage of equipment must be coordinated with the Facility and the Owner.

11. All “Large” and “Small” asbestos abatement projects, as defined by 12 NYCRR56 shall not be performed while the building is occupied. The term “building” 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 exists that do not pass through the occupied portion(s) and ventilation systems must be physically separated and sealed at the isolation barriers.

## 1.02 PRE-CONTRACT SUBMITTALS

Within three (3) days after bids are opened, the three (3) apparent low bidders shall be required to submit the following documentation:

A. Resume': Shall include the following:

1. Provide a list of projects of similar nature performed within the past two (2) years and include the dollar value of all projects. Provide project references to include owner, consultant, and air monitoring firms' name, contact person, address, and phone number, include location of project and date of completion.

2. Abatement Contractor license issued by New York State Department of Labor for asbestos work in accordance with ICR-56-3.

3. A list of owned equipment available to be used in the performance of the project.

4. The number of years engaged in asbestos removal.

5. An outline of the worker training courses and medical surveillance program conducted by the Abatement Contractor.

6. A standard operating procedures manual describing work practices and procedures, equipment, type of decontamination facilities, respirator program, special removal techniques, etc.

7. Documentation to the satisfaction of the Owner pertaining to the Abatement Contractor's financial resources available to perform the project. Such data shall include, but not be limited to, the firm's balance sheet for the last fiscal year.

B. Citations/Violations/Legal Proceedings

1. Submit a notarized statement describing any citations, violations, criminal charges, or legal proceedings undertaken or issued by any law enforcement, regulatory agency, or consultant concerning performance on previous asbestos abatement contracts. Briefly describe the circumstances citing the project and involved persons and agencies as well as the outcome of any actions.

2. Answer the question: "Has your firm or its agents been issued a Stop Work order on any project within the last two years?" If "Yes" provide details as discussed above.

3. Answer the question: "Are you now, or have you been in the past, a party to any litigation or arbitrations arising out of your performance on Asbestos Abatement Contracts?" If "Yes" provide details as discussed in 1. above.

4. Describe any liquidated damages assessed within the last two years.

C. Preliminary Schedule

1. Provide a detailed schedule including work dates, work shift times, estimate of manpower to be utilized and the start and completion date for completion of each major work area.

**1.03 DOCUMENTATION**

A. The Abatement Contractor shall be required to submit the following and receive the Consultant's approval prior to commencing work on this project:

1. Provide documentation of worker training for each person assigned to the project. Documentation shall include copies of each workers valid New York State asbestos handler certificates (for those employees who may perform asbestos removal), documentation of current respirator fit test and current OSHA required training and medical examination.

2. The attached "Asbestos Employee Medical Examination Statement" and "Asbestos Employee Training Statement" forms shall be completed, signed and submitted for each worker assigned to the project. Records of all employee training and medical surveillance shall be maintained for at least forty (40) years. Copies of the records shall be submitted to the Consultant prior to commencement.

3. The Abatement Contractor shall submit proof of a current, valid license issued by the New York State Department of Labor pursuant to the authority vested in the Commissioner by section 906 of the Labor Laws, and that the employees performing asbestos related work on this project are certified by the State of New York as required in Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York latest edition. Copies of all licenses shall be submitted prior to the commencement of the project.

4. The Abatement Contractor shall submit a written respiratory protection program meeting the requirements of 29 CFR 1910.134 to the Consultant.

5. The name, address, social security number and NYS DOL certificate number of the person(s) who will supervise the asbestos project.

6. The name and address of the deposit or waste disposal site or sites where the asbestos materials are to be deposited or disposed of. This site must be approved by the Owner. The manifesting procedure must also be specified.

7. The name, address and New York State Dept. of Environmental Conservation ID Number of any transporters that are to be used to transport waste.

8. A written Standard Operation Procedure (SOP) that is designed and implemented to maximize protection against human exposure to asbestos dust. The SOP shall take into consideration the workers, visitors, building employees, general public and environment. As a minimum the procedures must include the following:

   a. Security for all work areas on an around-the-clock basis against unauthorized access.

   b. Project organization chart including the phone numbers of at least two responsible persons who shall be authorized to dispatch men and equipment to the project in the event of an emergency; including weekends.

c. Description of protective clothing and NIOSH approved respirators to be used.

d. Description of all removal methods to be used, including HEPA air filtration and decontamination sequence with special emphasis on any procedure that may deviate from these specifications.

e. A list of manufacturers' certificates stating that all vacuums, negative air filtration equipment, respirators and air supply equipment meet OSHA and EPA requirements.

f. A list of all materials proposed to be furnished and used under this contract.

g. Emergency evacuation procedures in the event of fire, smoke or accidents such as injury from falling, heat exposure, electrical shock, etc.

h. The name, address and ELAP number of the New York State Department of Health Certified Analytical Testing Laboratory the Contractor proposes to use for the OSHA monitoring.

9. A detailed plan, in triplicate, for the phasing of the project, division of work areas and location of decontamination facilities, waste containers and temporary office.

10. Work schedule, identifying firm dates and completion for actual areas. Bar chart or critical path chart indicating phases is required.

B. The Abatement Contractor shall post their NYS DOL contractor's license and maintain a daily log documenting the dates and time of the following items within each personal decontamination unit:

1. Meetings; purpose, attendants, discussion (brief)

2. Sign-in and sign-out of all persons entering the work area including name, date, time, social security number, position or function and general description of daily activity.

3. Testing of barriers and enclosure systems using smoke tubes prior to the beginning of abatement activities and at least once a day thereafter until satisfactory clearance air monitoring results have been achieved.

4. Inspection of all plastic barriers, twice daily, by the asbestos supervisor.

5. Loss of enclosure integrity; special or unusual events, barrier breaches, equipment failures, etc.

6. Daily cleaning of enclosures.

7. Personnel air monitoring test results for OSHA Compliance. Results shall be posted at the work site within 24 hours of testing and copies supplied to the Owner within five (5) days of testing. Abnormalities shall be supplied to the Owner immediately.

C. Documentation with confirmation signature of Consultant's representative of the following shall be provided by the Abatement Contractor at the final closeout of the project.

1. Testing of barriers and enclosure systems using smoke tubes shall be performed prior to the beginning of abatement activities and at least once a day thereafter until satisfactory clearance air monitoring results have been achieved.

2. Inspection of all plastic barriers.

3. Removal of all polyethylene barriers.

4. Consultant's inspections prior to encapsulation.

5. Removal of waste materials.

6. Decontamination of equipment (list items).

7. Consultant's final inspection/final air tests.

D. The Abatement Contractor shall provide records of all project information, to include the following which shall be submitted upon completion of the project and prior to approval of the Abatement Contractor's payment application:

1. The location and description of the abatement project.

2. The name, address and social security number of the person(s) who supervised the asbestos project.

3. Certified payroll documentation Pursuant to Article 8, Section 220 of the NYS Labor Law

4. Copies of EPA/NYSDOL Asbestos Certificates for all Workers and Supervisors employed on the Project.

5. Copies of Medical Approval and Respirator Fit-testing for all Asbestos Workers and Supervisors employed on the Project.

6. Copies of Abatement Contractors Daily Sign-In Sheets & Logs for persons entering and leaving the work area. – Title 12 NYCRR Part 56-7.3.

7. Copies of Abatement Contractor’s personal air sampling laboratory results.

8. The amounts and type of asbestos materials that was removed, enclosed, encapsulated, or disturbed.

9. The name and address of the deposit or waste disposal site or sites where the asbestos waste materials were deposited or disposed of and all related manifests, receipts and other documentation associated with the disposal of asbestos waste.

10. The name and address of any transporters used to transport waste and all related manifests, receipts and other documentation associated with the transport of asbestos waste.

11. All other information that may be required by state, federal or local regulations.

12. Copy of the Supervisor's Daily Project Log of events as described in 1.03 B, above.

## 1.04 NOTIFICATIONS AND PERMITS

A. The Abatement Contractor shall be required to prepare and submit notifications to the following agencies at least ten (10) days prior to the commencement of the project:

1. Asbestos NESHAPS Contact
   U.S. Environmental Protection Agency
   NESHAPS Coordinator, Air Facilities Branch
   26 Federal Plaza
   New York, New York 10007
   (212) 264-7307

2. State of New York Department of Labor
   Division of Safety and Health
   Asbestos Control Bureau
   State Office Building Campus, Building 12, Room 454
   Albany, New York 12240

3. Owner(s): Monroe-Woodbury CSD
   278 Route 32
   Central Valley, NY 10917
   ATTN: Andrzej Rudiak, Director of Buildings and Grounds
   Ph. (845) 460-6770 x 6778
   E-mail. arudiak@mw.k12.ny.us

4. Owner's Representative(s): Clark Patterson Lee
   50 Front Street
   Suite 202
   Newburgh, NY 12550
   ATTN: Lisa Fasciglione
   Ph. (845) 567-6700
   E-mail. ljfasciglione@cplteam.com

5. Environmental Consultant(s): Quality Environmental Solutions & Technologies, Inc. (QuES&T)
   1376 Route 9
   Wappingers Falls, New York 12590
   ATTN: Todd McAfee
   Ph. (845) 298-6031
   Fx. (845) 298-6251
   E-mail. tmcafee@qualityenv.com

B. The notification shall include but not be limited to the following information:

1. Name and address of Owner.

2. Name, address and asbestos handling license number of the Abatement Contractor.

3. Address and description of the building, including size, age, and prior use of the building or area; the amount, in square feet or linear feet of asbestos material to be removed; room designation numbers or other local information where asbestos material is found, including the type of asbestos material (friable or non-friable).

4. Scheduled starting and completion dates for removal.

5. Methods to be employed in abating asbestos containing materials.

6. Procedures and equipment, including ventilating/exhaust systems, that will be employed to comply with the Code of Federal Regulation (CFR) Title 40, Part 61 of the U.S. Environmental Protection Agency.

7. The name and address of the carting company and of the waste disposal site where the asbestos waste will be deposited.

**NOTE:** Notifications shall be submitted using standard forms as may be used by the respective agency.

For DOL (NYS) include "Asbestos Project Notification" form (DOSH-483) with proper fee, if required. For EPA include "Notification of Demolition and Renovation"; 40 CFR Part 61.

C. The Abatement Contractor shall secure any permits required by the city, town, county, or state that may be required and the cost for obtaining the permit shall be included in his base bid.

D. The Abatement Contractor shall erect warning signs around the work space at every point of potential entry into the work area in accordance with OSHA 1926.58k (2), (i). These signs shall bear the following information:

**DANGER**

**CANCER AND LUNG DISEASE HAZARD**
**AUTHORIZED PERSONNEL ONLY**
**RESPIRATORS AND PROTECTIVE**
**CLOTHING**
**ARE REQUIRED IN THIS AREA**

E. The Abatement Contractor shall post at entrances to the work place and immediate adjacent areas, notifications to building occupants which include the name and license number of the contractor, project location and size, amount and type of ACM, abatement procedures, dates of expected occurrence and name and address of the air monitor and laboratory in compliance with ICR 56-3.6.

F. The Abatement Contractor shall post a list of emergency telephone numbers at the job site which shall include the Owner's Representative, police, emergency squad, local hospital, Environmental Protection Agency, N.Y. State Department of Labor, Occupational Safety and Health Administration and the local Department of Health.

## 1.05 APPLICABLE STANDARDS

Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effects (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if published copies were bound herewith. Resolution of overlapping and conflicting requirements, which result from the application of several different industry standards to the same unit of work, shall be by adherence to the most stringent requirement.

A. Applicable standards listed in these Specifications form a part of this Specification and include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

1. ANSI:
   American National Standards Institute
   1430 Broadway
   New York, New York 10018

2. ASHRAE:
   American Society for Heating, Refrigerating
   and Air Conditioning Engineers
   1791 Tullie Circle NE
   Atlanta, Georgia 30329

3. ASTM:
   American Society for Testing and Materials
   1916 Race Street
   Philadelphia, Pennsylvania 19103

4. CFR
   Code of Federal Regulations Available
   from Government Printing Office
   Washington, District of Columbia 20402

5. CGA
   Compressed Gas Association
   1235 Jefferson Davis Highway
   Arlington, Virginia 22202

6. CS
   Commercial Standard of NBS
   (US Dept. of Commerce)
   Government Printing Office

7. EPA

   Environmental Protection Agency, Region II
   26 Federal Plaza
   New York, New York 10007
   Asbestos Coordinator - Room 802
   (212) 264-9538
   Part 61, Sub-Parts A & B
   National Emission Standard for Asbestos

8. FEDERAL SPECS

   Federal Specification (General Services Administration)
   7th and D Street, SW
   Washington, District of Columbia 20406

9. NBS

   National Bureau of Standards
   (US Department of Commerce)
   Gaithersburg, Maryland 20234

10. NEC

    National Electrical Code (by NFPA)

11. NFPA

    National Fire Protection Association
    Batterymarch Park
    Quincy, Massachusetts 02269

12. NIOSH

    National Institute for Occupational Safety and Health
    26 Federal Plaza
    New York, New York 10007

13. NYSDOH

    New York State Department of Health
    Bureau of Toxic Substance Assessment
    Room 359 - 3rd Floor
    Tower Building Empire State Plaza
    Albany, New York 12237

14. NYSDEC

    New York State Department of Environmental Conservation
    Room 136
    50 Wolf Road
    Albany, New York 12233-3245

15. NYSDOL
    State of New York Department of Labor
    Division of Safety and Health
    Asbestos Control Program
    State Campus
    Building 12
    Albany, New York 12240

16. OSHA
    Occupational Safety and Health Administration
    (US Department of Labor)
    New York Regional Office - room 3445
    1515 Broadway
    New York, New York 10036

17. UL
    Underwriters Laboratories
    333 Pfingsten Road
    Northbrook, Illinois 60062

B. Federal Regulations: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials:

1. U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA):

   a. Asbestos Regulations
      Title 29, Part 1910, of the Code of Federal Regulations.

   b. Respiratory Protection
      Title 29, Part 1910, Section 134 of the Code of Federal Regulations.

   c. Construction Industry
      Title 29, Part 1926, of the Code of Federal Regulations.

   d. Access to Employee Exposure & Medical Records
      Title 29, Part 1910, Section 20 of the Code of Federal Regulations.

   e. Hazard Communication
      Title 29, Part 1910, Section 1200 of the Code of Federal Regulations.

   f. Specifications for Accident Prevention Signs and Tags
      Title 29, Part 1910, section 145 of the Code of Federal Regulations.

2. U.S. Environmental Protection Agency (EPA):

   a. Asbestos Hazard Emergency Response Act (AHERA) Regulation Asbestos Containing Materials in Schools Final Rule & Notice Title 40, Part 763, Subpart E of the Code of Federal Regulations.

b. Worker Protection Rule
40 CFR Part 763, Subpart G, CPTS 62044, FLR 2843-9
Federal Register, Vol. 50, No. 134, 7/12/85, P28530-28540

c. Regulation for Asbestos
Title 40, Part 61, Subpart A of the Code of Federal Regulations

d. National Emission Standard for Asbestos
Title 40, Part 61, Subpart M (Revised Subpart B) of the Code of Federal Regulations

e. Resource Conservation and Recovery Act (RCRA) 1976, 1980
Hazardous and Solid Waste Amendments (HSWA) 1984
Subtitle D, Subtitle C

3. U.S. Department of Transportation (DOT):

a. Hazardous Substances: Final Rule Regulation 49 CFR, Part 171 and 172.

C. State Regulations: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials:

1. New York State Department of Environmental Conservation (DEC) Regulations regarding waste collection registration. Title 6, Part 364 of the New York State Official Compilation of Codes, Rules and Regulations - 6NYCRR 364.

2. New York State Right-To-Know Law

3. New York State Department of Labor Asbestos Regulations Industrial Code Rule 56.

D. Standards: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials:

1. American National Standards Institute (ANSI)

a. Fundamentals Governing the Design and Operation of Local Exhaust Systems
Publication Z9.2-79

b. Practices for Respiratory Protection
Publication Z88.2-80

E. Guidance Documents: Those that discuss asbestos abatement work or hauling and disposal of asbestos waste materials are listed below only for the Abatement Contractor's information. These documents do not describe the work and are not a part of the work of this contract.

EPA:

1. Guidance for Controlling Asbestos Containing Materials in Buildings (Purple Book) EPA560/5-85-024.

2. Asbestos Waste Management Guidance EPA 530-SW-85-007.

F. Patents and Royalties: The Abatement Contractor shall pay all royalties and/or license fees. The Abatement Contractor shall defend all suits and claims for infringement of any patent rights and save the Owner and Consultant harmless from loss including attorney fees on account thereof.

## 1.06 DEFINITIONS

As used in or in connection with these specifications the following are terms and definitions.

**Abatement** - Procedure to control release from asbestos material. This includes removal, encapsulation and enclosure.

**Aggressive sampling** - A method of sampling in which the person collecting the air sample creates activity by the use of mechanical equipment during the sampling period to stir up settled dust and simulate activity in that area of the building.

**AIHA** - The American Industrial Hygiene Association, 475 Wolf Ledges Parkway, Akron, Ohio 44311.

**Airlock** - A system for permitting entrance and exit while restricting air movement between a containment area and an uncontaminated area. It consists of two curtained doorways separated by a distance of at least three feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.

**Air sampling** - The process of measuring the content of a known volume of air collected during a specific period of time.

**Amended water** - Water to which a surfactant has been added.

**Approved asbestos safety program** - A program approved by the Commissioner of Health providing training in the various disciplines that may be involved in an asbestos project.

**Area air sampling** - Any form of air sampling or monitoring where the sampling device is placed at some stationary location.

**Asbestos** - Any naturally occurring hydrated mineral silicate separable into commercially usable fibers, including chrysotile (serpentine), amosite (cumingtonite-gunerite), crocidolite (riebeckite), tremolite, anthophyllite and actinolite.

**Asbestos contract** - An oral or written agreement contained in one or more documents for the performance of work on an asbestos project and includes all labor, goods and service.

**Asbestos handler** - An individual who installs, removes, applies, encapsulates, or encloses asbestos or asbestos material, or who disturbs friable asbestos. Only individuals certified by NYS Department of Labor shall be acceptable for work under this specification.

**Asbestos handling certificate** - A certificate issued by the Commissioner of Labor of the State of New York, to a person who has satisfactorily completed an approved asbestos safety program.

**Asbestos project** - Work undertaken by a contractor which involves the installation, removal, encapsulation, application or enclosure of any ACM or the disturbance of friable ACM.

**Asbestos Safety Technician (AST)** - Individual designated to represent the Consultant, perform third party monitoring and perform compliance monitoring at the job site during the asbestos project.

**Asbestos waste material** - Asbestos material or asbestos contaminated objects requiring disposal.

**Authorized visitor** - The building owner, his or her representative or any representative of a regulatory or other agency having jurisdiction over the project.

**Background level monitoring** - A method used to determine ambient airborne concentrations inside and outside of a building or structure prior to starting an abatement project.

**Building owner** - The person in whom legal title to the premises is vested unless the premises are held in land trust, in which instance Building Owner means the person in whom beneficial title is vested.

**Clean room** - An uncontaminated area or room that is a part of the personal decontamination enclosure with provisions for storage of persons' street clothes and protective equipment.

**Cleanup** - The utilization of HEPA vacuuming to control and eliminate accumulations of asbestos material and asbestos waste material.

**Clearance air monitoring** - The employment of aggressive sampling techniques with a volume of air collected to determine the airborne concentration of residual fibers upon conclusion of an asbestos abatement project.

**Commissioner** - Commissioner of the New York State Department of Labor.

**Contractor** - A company, unincorporated association, firm, partnership or corporation and any owner or operator thereof, which engages in an asbestos project or employs persons engaged in an asbestos project.

**Curtained doorway** - A device that consists of at least three overlapping sheets of plastic over an existing or temporarily framed doorway. One sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and the left side. All sheets shall have weights attached to the bottom to insure that the sheets hang straight and maintain a seal over the doorway when not in use.

**Decontamination enclosure system** - A series of connected rooms, separated from the work area and from each other by air locks, for the decontamination of persons, materials, equipment, and authorized visitors.

**Encapsulant (sealant) or encapsulating agent** - A liquid material that can be applied to asbestos material and which prevents the release of asbestos from the material by creating a membrane over the surface.

**Enclosure** - The construction of airtight walls, ceilings and floors between the asbestos material and the facility environment, or around surfaces coated with asbestos materials, or any other appropriate procedure that prevents the release of asbestos materials.

**Equipment room** - A contaminated area or room that is part of the personal decontamination enclosure system with provisions for the storage of contaminated clothing and equipment.

**Fixed object** - A unit of equipment, furniture or other fixture in the work area which cannot be readily removed from the work area.

**Friable Asbestos Material** - That condition of crumbled, pulverized, powdered, crushed or exposed asbestos capable of being released into the air by hand pressure.

**Friable material containment** - The encapsulation or enclosure of any friable asbestos material.

**Glovebag technique** - A method for removing asbestos material from heating, ventilating, and air conditioning (HVAC) ducts, piping runs, valves, joints, elbows, and other nonplanar surfaces in a noncontained work area. The glovebag assembly is a manufactured device consisting of a glovebag constructed of at least six mil transparent plastic, two inward-projecting longsleeve gloves, which may contain an inward projecting waterwand sleeve, an internal tool pouch, and an attached, labeled receptacle or portion for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and to contain all asbestos fibers released during the abatement process.

**HEPA filter** - A high efficiency particulate air filter capable of trapping and retaining 99.97 percent of particulate greater than 0.3 microns equivalent aerodynamic diameter.

**HEPA vacuum equipment** - Vacuuming equipment with a high efficiency particulate air filtration system.

**Holding area** - A chamber in the waste decontamination enclosure located between the washroom and an adjacent uncontaminated area.

**Homogeneous work area** - A site within the abatement work area that contains one type of asbestos material and where one type of abatement is used.

**Large asbestos project** - An asbestos project involving the installation, removal, disturbance, enclosure, or encapsulation of 160 square feet or more of asbestos or asbestos material or 260 linear feet or more of asbestos or asbestos material.

**Minor asbestos project** - An asbestos project involving the installation, removal, disturbance, enclosure, or encapsulation of 10 square feet or less of asbestos or asbestos material, or 25 linear feet or less of asbestos or asbestos material.

**Movable object** - A unit of equipment, furniture or fixture in the work area that can be readily removed from the work area.

**Negative air pressure equipment** - A local exhaust system equipped with HEPA filtration. The system shall be capable of creating and maintaining a negative pressure differential between the outside and the inside of the work area.

**Non-asbestos material** - Any material containing one percent or less asbestos by weight.

**Occupied area** - Any frequented portion of the work site where abatement is not taking place.

**Outside air** - The air outside the building or structure.

**Personal air monitoring** - A method used to determine an individuals exposure to airborne contaminants. The sample is collected outside the respirator in the person's breathing zone.

**Plasticize** - To cover floors, walls, ceilings and other surfaces with 6 mil fire retardant plastic sheeting as herein specified.

**Project** - Any form of work performed in connection with the abatement of asbestos or alteration, renovation, modification or demolition of a building or structure that may disturb asbestos or asbestos material.

**Removal** - The stripping of any asbestos material.

**Repair** - Corrective action using required work practices to control fiber release from damaged areas.

**Respiratory protection** - Respiratory protection required of licensed asbestos workers and authorized visitors in accordance with the applicable laws.

**Satisfactory clearance air monitoring results** - For all post- abatement samples, airborne concentrations of total fibers that are less than 0.01 fibers per cubic centimeter or background levels, whichever are greater, using phase contrast microscopy (PCM).

**Shower room** - A room between the clean room and the equipment room in the personal decontamination enclosure with hot and cold running water controllable at the top and arranged for complete showering during decontamination.

**Small asbestos project** - An asbestos project involving the installation, removal, disturbances, enclosure, or encapsulation of more than 10 and less than 160 square feet of asbestos or asbestos material of more than 25 and less than 260 linear feet of asbestos or asbestos material.

**Staging area** - The area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the work area.

**Surfactant** - A chemical wetting agent added to water to improve its penetration.

**Visible emissions** - An emissions of particulate material that can be seen without the aid of instruments.

**Washroom** - A room between the work area and the holding area in the waste decontamination enclosure system, where equipment and waste containers are wet cleaned and/or HEPA vacuumed.

**Waste decontamination enclosure system** - An area, consisting of a washroom and a holding area, designated for the controlled transfer of materials and equipment.

**Wet cleaning** - The process of eliminating asbestos contamination from surfaces, equipment or other objects by using cloths, mops, or other cleaning tools.

**Work area** - Designated rooms, spaces, or areas where asbestos abatement takes place.

**Work site** - Premises where asbestos abatement is taking place.

**Work Surface** - Substrate surface from which asbestos-containing material has been removed.

## 1.07 UTILITIES, SERVICE AND TEMPORARY FACILITIES

A. The Owner shall make available to the Abatement Contractor all reasonable amounts of water and electrical power at no charge.

B. The Abatement Contractor shall provide, at his own expense, all electrical, water, and waste connections, extensions, and construction materials, supplies, etc. All connections must be approved in advance by the Owner and all work relative to the utilities must be in accordance with the applicable building codes.

C. The Abatement Contractor shall provide scaffolding, ladders and staging, etc. as necessary to accomplish the work of this contract. The type, erection and use of all scaffolding, ladders and staging, etc. shall comply with all applicable OSHA provisions.

D. All connections to the Owner's water system shall include reduced pressure backflow protection or double check and double gate valves. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.

E. The Abatement Contractor shall use only heavy duty abrasion resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water to each work area and to each decontamination unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment. All water must be shut off at the end of each shift.

F. The Abatement Contractor shall provide service to decontamination unit electrical subpanel with minimum 60 amp, 2 pole circuit breaker or fused disconnect and ground-fault circuit interrupters (GFCI), reset button and pilot light, connected to the building's main distribution panel. Subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work. This electrical subpanel shall be used for hot water heater, PAPR battery recharging and air sampling pumps.

G. The Abatement Contractor shall provide UL rated 40-gallon electric hot water heater to supply hot water for the decontamination unit shower. Activate from 30 amp circuit breaker on the electrical subpanel located within the decontamination unit. Provide with relief valve compatible with water heater operation; relief valve down to drip pan on floor with type L copper. Wiring of the hot water heater shall be in compliance with NEMA, NEC, and UL standards.

H. The Abatement Contractor shall provide identification warning signs at power outlets, which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 plugs into higher voltage outlets. Dry transformers shall be provided where required to provide voltages necessary for work operations. All outlets or power supplies shall be protected by ground fault circuit interrupter (GFCI) at the power source.

I. The Abatement Contractor shall use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.

J. The Abatement Contractor shall provide general service incandescent lamps of wattage indicated or required for adequate illumination; Protect lamps with guard cages or tempered glass enclosures; Provide exterior fixtures where fixtures are exposed to moisture.

K. The Abatement Contractor shall provide temporary heat or air conditioning as necessary to maintain comfortable working temperatures inside and immediately outside the work areas. Heating and A/C equipment shall have been tested and labeled by UL, FM or another recognized trade association related to the fuel being used. Fuel burning heaters shall not be used inside containment areas. The Contractor shall also provide a comfortable working environment for occupied areas that are impacted by the asbestos removal.

L. The Abatement Contractor shall comply with recommendations of the NFPA standard in regard to the use and application of fire extinguishers. Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each work area, equipment room, clean room and outside the work area.

## 1.08 REMOVAL OF FIXTURES

A. In locations where the Abatement Contractor is directed to dispose of fixtures he shall either decontaminate the fixtures and dispose of them as non-asbestos containing materials or he shall place them in an appropriate container and dispose of them as asbestos containing material.

B. In locations where the Abatement Contractor is directed to remove and reinstall fixtures, the fixtures shall be removed, decontaminated, labeled, protected with plastic and stored by the contractor in a location as directed by the Owner.

C. Upon completion of the asbestos removal and upon receiving satisfactory clearance air monitoring results, all items to be replaced shall be restored to their original location and reinstalled by the Abatement Contractor.

## PART 2 – PRODUCTS

### 2.01 MATERIALS AND EQUIPMENT

A. GENERAL REQUIREMENTS

1. Materials shall be stored off the ground, away from wet or damp surfaces and under protective cover to prevent damage or contamination.

2. Damaged or deteriorating materials shall not be used and shall be removed from the premises.

3. Power tools used to drill, cut into, or otherwise disturb asbestos material shall be equipped with HEPA filtered local exhaust ventilation.

4. The Abatement Contractor shall make available to authorized visitors, ladders and/or scaffolds of sufficient dimension and quantity so that all work surfaces can be easily and safely reached for inspection. Scaffold joints and ends shall be sealed with tape to prevent incursion of asbestos. Scaffolds and ladders shall comply with all applicable codes.

B. PLASTIC BARRIERS (POLYETHYLENE)

1. In sizes and shapes to minimize the number of joints.

   a. Six mil. (.006") fire-retardant for vertical protection (walls, entrances and openings).

   b. Six mil. (.006") fire-retardant for horizontal protection (fixed equipment) and heating grilles.

   c. Six mil. (.006") reinforced fire-retardant for floors of decon units.

2. Provide two (2) layers over all roof, wall and ceiling openings. Floor penetrations shall be sealed with a rigid material prior to plasticizing to prevent tripping and fall hazards. All seams within a layer shall be separated by a minimum distance of six feet and sealed airtight. All seams between layers shall be staggered.

3. Barrier Attachment - Commercially available duct tape (fabric or paper) and spray-on adhesive. Duct tape shall be capable of sealing joints of adjacent sheets of plastic, facilitating attachment of plastic sheets to finished or unfinished surfaces of dissimilar materials and adhering under both dry and wet conditions.

C. SIGNS

1. Danger signs shall be provided and shall conform to 29 CFR 1926.1101 and be 14" x 20". These signs shall bear the following information:

**DANGER**
**ASBESTOS**
**CANCER AND LUNG DISEASE HAZARD**
**RESPIRATORS AND PROTECTIVE**
**CLOTHING**
**ARE REQUIRED IN THIS AREA**

D. DANGER LABELS AND TAPE

1. Labels shall be affixed to any asbestos contaminated material in accordance with the requirements of 29 CFR 1910.1200 (f) of OSHA's Hazard Communication Standard, and shall contain the following information:

**DANGER**
**CONTAINS ASBESTOS FIBERS**
**AVOID BREATHING DUST**
**CANCER AND LUNG DISEASE HAZARD**

2. A label shall be affixed on each container of asbestos waste in accordance with the requirements of 49 CFR Parts 171 and 172, Hazardous Substances; Final Rule (U.S. Department of Transportation), and shall contain the following information:

**RQ HAZARDOUS SUBSTANCE**
**SOLID, NOS, ORM-E, NA 9188**
**(ASBESTOS)**

3. A label shall be affixed on each container of asbestos waste in accordance with the requirements of 40 CFR Part 61.150, NESHAP; Asbestos; Final Rule (USEPA) and shall contain the name of the waste generator and the location at which the waste was generated.

   NOTE: All containers marked as above (1, 2 and 3) shall be disposed of as asbestos waste.

4. Provide 3" red barrier tape printed with black lettered "DANGER ASBESTOS REMOVAL". Locate barrier tape across all corridors, entrances and access routes to asbestos work area.

E. PROTECTIVE EQUIPMENT

1. Respiratory Requirements

   a. Where fiber levels permit, and in compliance with regulatory requirements, Powered Air Purifying Respirators are the minimum allowable respiratory protection permitted to be utilized during removal operations.

   b. Where not in violation of NIOSH, OSHA, and any other regulatory requirements, the Abatement Contractor shall provide the following minimum respiratory protection to the maximum use concentrations indicated:

| MSHA/NIOSH Approved Respiratory Protection | Maximum Use Concentration |
|---|---|
| Half-Mask Air Purifying with HEPA Filters | 10x PEL |
| Full-Facepiece Air Purifying HEPA Filters and Quantitative Fit Test | 10x PEL |
| Powered Air Purifying (PAPR), Loose fitting Helmet or Hood, HEPA Filter | 25x PEL |
| Powered Air Purifying (PAPR), Full Facepiece, HEPA Filter | 50x PEL |
| Supplied Air, Continuous Flow Loose fitting Helmet or Hood | 25x PEL |
| Supplied Air, Continuous Flow Full Facepiece, HEPA Filter | 50x PEL |
| Full Facepiece-Supplied Air Pressure Demand, HEPA Filter | 100x PEL |
| Full Facepiece-Supplied Air Pressure Demand, with Aux. SCBA, Pressure Demand or Continuous Flow | >100x PEL |

2. Disposable Clothing -"Tyvek" manufactured by Dupont or approved equal.

3. NIOSH approved safety goggles to protect eyes.

4. Polyethylene bags, 6 mil. (.006") thick (use double bags).

NOTE: Workers must wear disposable coveralls and respirator masks at all times while in the work area. Contaminated coveralls or equipment must be left in work area and not worn into other parts of the building.

F. TOOLS AND EQUIPMENT

1. Airless Sprayer - An airless sprayer, suitable for application of encapsulating material, shall be used.

2. Scaffolding - Scaffolding, as required to accomplish the specified work, shall meet all applicable safety regulations.

3. Transportation Equipment - Transportation equipment, as required, shall be suitable for loading, temporary storage, transport and unloading of contaminated waste without exposure to persons or property. Water tight, hard wall containers shall be provided to retain and dispose of any asbestos waste material with sharp-edged components that may tear plastic bags or sheeting. The containers shall be marked with danger labels.

4. Surfactant - Wetting Agents - "Asbestos-Wet" - Aquatrols Corp. of America or approved equal, and shall be non- carcinogenic.

5. Portable (negative air pressure) asbestos filtration system - by Micro-Trap, or approved equal.

6. Vacuum, HEPA type equal to "Nilfisk" #GA73, or "Pullman/Holt" #75 ASA.

7. Amended Water Sprayer - The water sprayer shall be an airless or other low-pressure sprayer for amended water application.

8. Other Tools and Equipment - The Abatement Contractor shall provide other suitable tools for the stripping, removal, encapsulation, and disposal activities including but not limited to: hand-held scrapers, nylon brushes, sponges, rounded edge shovels, brooms, and carts.

## PART 3 - EXECUTION

### 3.01 PRE-ABATEMENT WORK AREA PREPARATION

A. The work area shall be vacated by the occupants prior to work area preparation and not reoccupied until satisfactory clearance air monitoring results have been achieved.

B. Caution signs shall be posted at all locations and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted that permit a person to read the sign and take the necessary protective measures to avoid exposure.

C. Shut down and lock out electric power to all work areas. The Abatement Contractor shall provide temporary power and lighting and ensure safe installation of temporary power sources and equipment used where high humidity and/or water shall be sprayed in accordance with all applicable codes. All power to work areas shall be brought in from outside the area through a ground-fault interrupter at the source.

D. Isolate the work area HVAC system.

E. The personnel decontamination enclosure system shall be installed or constructed prior to preparatory work in the work area and in particular before the disturbance of asbestos material. The waste decontamination enclosure system shall be installed or constructed prior to commencement of abatement activities.

F. Movable objects within the work area shall be pre-cleaned using HEPA filtered vacuum equipment an/or wet cleaning and such objects shall be removed from the work area to an uncontaminated location. If disposed of as asbestos waste material, cleaning is not required.

G. Fixed objects and other items, which are to remain within the work area, shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning. Such objects shall be enclosed with two layers of at least six mil plastic sheeting and sealed with tape.

H. The work area shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, shall be prohibited. Asbestos material shall not be disturbed during pre-cleaning.

I. Isolation barriers that seal off all openings, including windows, corridors, doorways, ducts, and any other penetrations of the work area, shall be constructed using two layers of at least six mil fire-retardant plastic sheeting sealed with tape. Also, all seams in mechanical system components that pass through the work area shall be sealed. Doorways and corridors, which shall not be used for passage during work, shall also be sealed.

J. Removal of mounted objects. After isolation barriers are in place, objects such as light fixtures, electrical track, alarm systems, ventilation equipment and other items not previously sealed, shall be double sealed with six mil fire-retardant plastic sheeting. Localized HEPA filtered vacuum equipment shall be used during fixture removal to reduce asbestos dispersal.

K. Individual roof and floor drains shall be sealed water tight using two layers of 6-mil fire-retardant plastic sheeting and tape prior to plasticizing. Openings in floor shall be fully covered with plywood sheeting secured to the floor in such a way as to minimize a tripping hazard prior to plasticizing.

L. Emergency and fire exits from the work area shall be maintained or alternate exits shall be established according to all applicable codes.

M. Adequate toilet facilities shall be supplied by the Abatement Contractor and shall be located either in the clean area of the personnel decontamination enclosure or shall be readily accessible to the personnel decontamination enclosure.

## 3.02 LARGE ASBESTOS PROJECT PERSONNEL DECONTAMINATION ENCLOSURE SYSTEM (ICR 56-7.5)

A. The personnel decontamination enclosure shall be constructed prior to preparatory work in the work area and in particular before the disturbance of asbestos material.

1. Construction and use of personnel decontamination enclosure systems shall be in accordance with ICR-56 and any Applicable or Site Specific Variances utilized on this project. Such systems may consist of existing rooms outside of the work area, if the layout is appropriate, that can be enclosed is plastic sheeting and are accessible from the work area. When this situation does not exist, enclosure systems may be constructed out of metal, wood or plastic support.

2. The personnel decontamination enclosure system shall consist of a clean room, a shower room, and an equipment room, in series, separated from each other and from the work area by three airlocks.

3. There shall be one shower per six full shift abatement persons calculated on the basis of the largest shift.

4. The personnel decontamination enclosure system shall be fully framed, sheathed for safety and constructed to prevent unauthorized entry.

5. Personnel decontamination enclosure systems constructed at the work site shall utilize at least six mil fire-retardant opaque plastic sheeting. At least two layers of six mil fire-retardant reinforced plastic sheeting shall be used for the flooring of this area.

6. All prefabricated decontamination units shall be completely decontaminated and sealed prior to separation and removal from the work area. Mobile decontamination units shall remain in place until satisfactory clearance results have been attained.

7. The clean room shall be sized to accommodate all authorized persons. Benches, lockers and hooks shall be provided for street clothes. Shelves for storing respirators shall also be provided. Clean clothing, replacement filters for respirators, towels and other necessary items shall be provided. The clean room shall not be used for the storage of tools, equipment or materials. It shall not be used for office space. A lockable door shall be provided to permit access to the clean room from outside the work area or enclosure. It shall be used to secure the work area and decontamination enclosure during off-shift hours.

8. The shower room shall contain one or more showers. Each shower head shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against leakage of any kind. Uncontaminated soap, shampoo and towels shall be available at all times. Shower water shall be drained, collected and filtered through a system with at least 5.0 micron particle size collection capability. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filtration system by large particles. Filtered wastewater shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos waste. The shower room shall be constructed in such way that travel through the decontamination unit shall be through the shower.

9. The equipment room shall be used for the storage of equipment and tools after decontamination using a HEPA filtered vacuum and/or wet cleaning. A one day supply of replacement filters, in sealed containers, for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement project may also be stored here. A walk-off pan filled with water shall be located in the work area just outside the equipment room for persons to clean foot covering when leaving the work area. A drum lined with a labeled, at least six mil plastic bag is required for collection of clothing and shall be located in this room. Contaminated footwear and work clothes shall be stored in this area.

## 3.03 WASTE DECONTAMINATION ENCLOSURE SYSTEM (ICR 56-7.5)

A. General Requirements

1. A waste decontamination enclosure system shall consist of the following:

   a. A washroom/cleanup room shall be constructed with an airlock doorway to the work area and another airlock doorway to the holding area.

   b. The holding area shall be constructed with an airlock doorway to the washroom/cleanup room and another lockable door to the outside.

2. Where there is only one egress from the work area, the holding area of the waste decontamination enclosure system may branch off from the equipment decontamination room, which doubles as a waste washroom, of the personnel decontamination enclosure.

3. The waste washroom shall be equipped with a drain installed to collect water and deliver it to the shower drain where it shall be filtered through a system with at least 5.0 micron particle size collection capability. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filtration system by large particles. Filtered wastewater shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos waste.

4. The waste washroom shall be constructed in such a way that travel through the rooms shall be through the waste washroom

## 3.04 WORK AREA ENTRY AND EXIT PROCEDURES

A. The following procedures shall be followed throughout the asbestos abatement project until satisfactory clearance air monitoring results have been achieved:

1. All persons shall enter and exit the work area through the personnel decontamination enclosure system.

2. All persons who enter the work area or an enclosure shall sign the entry/exit log, located in the clean room, upon every entry and exit.

3. All persons, before entering the work area, or an enclosure shall read and be familiar with all posted regulations, personal protection requirements, including work area entry and exit procedures, and emergency procedures. The entry/exit log headings shall indicate, and the signatures shall be used to acknowledge, that these have been reviewed and understood by all persons prior to entry.

4. All persons shall proceed first to the clean room, remove all street clothing, store these items in clean sealable plastic bags or lockers and don coveralls, head covering, foot covering and gloves. All persons shall also don NIOSH approved respiratory protection. Clean respirators and protective clothing shall be utilized, by each person, for each separate entry into the work area. Respirators shall be inspected prior to each use and tested for proper seal using quantitative or qualitative fit checks.

5. Persons wearing designated personal protective equipment shall proceed from the clean room through the shower room to the equipment room, where necessary tools are collected and any additional clothing shall be donned, before entry into the work area.

6. Before leaving the work area, all persons shall remove gross contamination from the outside of respirators and protective clothing by brushing, wet cleaning, and/or HEPA vacuuming.

7. Persons shall proceed to the equipment room where all coveralls, head covering, foot covering and gloves shall be removed. Disposable clothing shall be deposited into labeled containers for disposal. Reusable contaminated clothing, footwear, head gear and gloves shall be stored in the equipment room when not being used in the work area.

8. Still wearing respirators, persons shall proceed to the shower area, clean the outside of the respirator and the exposed face area under running water prior to removal of the respirator, and then fully and vigorously shower and shampoo to remove residual asbestos contamination. Respirators shall be washed thoroughly with soap and water. Some types of respirators will require slight modification of these procedures. An airline respirator with HEPA filtered disconnect protection shall be disconnected in the equipment room and worn into the shower. A powered air-purifying respirator facepiece shall be disconnected from the filter/power pack assembly prior to entering the shower.

9. After showering and drying, all persons shall proceed to the clean room and don clean personal protective equipment if returning to the work area or street clothing if exiting the enclosure.

## 3.05 EQUIPMENT AND WASTE CONTAINER DECONTAMINATION & REMOVAL PROCEDURES

A. The following procedures shall be followed throughout the asbestos abatement project until satisfactory clearance air monitoring results have been achieved.

1. External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming in the work area before moving such items into the waste decontamination enclosure system airlock by persons assigned to this duty. These work area persons shall not enter the airlock.

2. These contaminated items shall be removed from the airlock by persons stationed in the washroom during waste removal operations. These washroom persons shall remove gross contamination from the exterior of their respirators and protective clothing by brushing, HEPA vacuuming and/or wet cleaning.

3. Once in the waste decontamination enclosure system, external surfaces of contaminated containers and equipment shall be cleaned a second time by wet cleaning.

4. The cleaned containers of asbestos material and equipment are to be dried of any excessive pooled or beaded liquid, placed in uncontaminated plastic bags or sheeting and sealed airtight.

5. The clean recontainerized items shall be moved into the airlock that leads to the holding area. The washroom persons shall not enter this airlock or the work area until waste removal is finished for that period.

6. Containers and equipment shall be moved from the airlock and into the holding area by persons dressed in clean personal protective equipment, who have entered from uncontaminated areas.

7. The cleaned containers of asbestos material and equipment shall be placed in water tight carts with doors or tops that shall be closed and secured. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.

8. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.

9. Where the waste removal enclosure is part of the personnel decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.

10. Containers labeled with Asbestos hazard warnings shall not be used to dispose of non asbestos waste.

## 3.06 ENGINEERING CONTROLS

A. Ventilation.

1. The Abatement Contractor shall employ HEPA equipped vacuums or negative air pressure equipment for ventilation as required.

2. All negative air pressure equipment ventilation units shall be equipped with HEPA filtration. The Contractor shall provide a manufacturer's test certificate for each unit documenting the capability of trapping and retaining 99.97 percent of asbestos fibers greater than 0.3 microns equivalent aerodynamic diameter.

3. A power supply shall be available to satisfy the requirements of the total of all ventilating units.

4. On electric power failure, abatement shall stop immediately and shall not resume until power is restored and exhaust units are operating fully. On extended power failure, longer than one hour, the decontamination facilities, after the evacuation of all persons from the work area, shall be sealed airtight.

5. If extending the exhaust of the ventilation units 50 feet from the building would result in an exhaust location either in the road, blocking driveway access to the facility or within 50 feet of other buildings, a second unit will be run in series with the primary unit.

## 3.07 MAINTENANCE OF DECONTAMINATION ENCLOSURE SYSTEMS AND WORK AREA BARRIERS

A. GENERAL REQUIREMENTS

1. The Consultant must review and approve installation before commencement of work. Upon completion of the construction of all plastic barriers and decontamination system enclosures and prior to beginning actual abatement activities.

2. All plastic barriers inside the work area, in the personnel decontamination enclosure system, in the waste decontamination enclosure system and at partitions constructed to isolate the work area from occupied areas, shall be inspected by the asbestos supervisor at least twice daily. The barriers shall be inspected before the start of and following the completion of the day's abatement activities. Inspections and observations shall be documented in the project log.

3. Damage and defects in the barriers and/or enclosure systems shall be repaired immediately upon discovery and prior to resumption of abatement activities.

4. At any time during the abatement activities, if visible emissions are observed outside of the work area of if damage occurs to the barriers, work shall be stopped, repairs made and visible residue immediately cleaned up using HEPA vacuuming methods prior to the resumption of abatement activities.

5. The Abatement Contractor shall HEPA vacuum and/or wet clean the waste decontamination enclosure system and the personnel decontamination enclosure system at the end of each day of abatement activities.

### 3.08 HANDLING AND REMOVAL PROCEDURES

The Abatement Contractor may utilize existing provisions of ICR-56, Applicable Variances or a Site Specific Variance, approved by the Owner's Consultant, to permit the conduct of this work.

## 3.09 ABATEMENT PROCEDURES

A. AIR SAMPLING - By Owner

1. Air sampling and analysis shall be conducted according to the requirements of Subpart 56-4 before the start, during and after the completion of the asbestos removal project.

2. In addition to the requirements of Subpart 56-4, air monitoring shall be conducted in accordance with any approved job specific variance(s) or applicable variance utilized.

3. Clearance samples may be analyzed using PCM to maintain compliance with ICR-56.

4. If applicable, clearance samples will be analyzed using TEM to maintain compliance with ICR-56 and 40 CFR 763.90[i].

B. The provisions of the Applicable Variances or a Job Specific Variance shall apply only in those areas where approval has been granted by the NYS DOL and the Contractor has obtained concurrence from the Owner's Consultant. All other applicable provisions of Industrial Code Rule 56-1 through 56-12 shall be complied.

C. A copy of the NYS DOL Job Specific or Applicable Variance, if applicable, shall be conspicuously posted at the work area(s).

D. The Abatement Contractor shall construct a decontamination unit at the work site. The Abatement Contractor shall, as a minimum, comply with the requirements of 29 CFR 1926.1101(j); Hygiene facilities and practices for employees.

## 3.10 ENCAPSULATION PROCEDURES

The following procedures shall be followed to seal in non-visible residue, after obtaining satisfactory clearance air monitoring results, while conducting lockdown encapsulation on any surfaces which were the subject of removal or other remediation activities:

A. Only encapsulants rated as acceptable or marginally acceptable on the basis of Battelle Columbus Laboratory test procedures and rating requirements developed under the 1978 USEPA contract shall be used for lockdown encapsulation.

B. Sealants considered for use in encapsulation shall first be tested to ensure that the sealant is adequate for its intended use. A section of the work surface shall be evaluated following this initial test application of the sealant to quantitatively determine the sealant's effectiveness in terms of penetrating and locking down the asbestos fibers. The American Society of Testing and Materials (ASTM) Committee E06.21.06E on Encapsulation of Building Materials has developed a guidance document to assist in the selection of an encapsulant.

C. The encapsulant solvent or vehicle shall not contain a volatile hydrocarbon.

D. Encapsulants shall be applied using airless spray equipment.

1. Spraying is to occur at the lowest pressure range possible to minimize fiber release from encapsulant impact at the surface. It shall be applied with a consistent horizontal or vertical motion.

E. Encapsulation shall be utilized as a surface sealant once all asbestos containing materials have been removed in a work area. In no event shall encapsulant be applied to any surface that was the subject of removal or other remediation activities prior to obtaining satisfactory clearance air monitoring.

## 3.11 CLEANUP PROCEDURES

A. The following cleanup procedures shall be required.

1. Cleanup of accumulations of loose asbestos material shall be performed whenever enough loose asbestos materials have been removed to fill a single leak tight container of the type commensurate with the material properties. In no case shall cleanup be performed less than once prior to the close of each working day. Asbestos material shall be kept wet until cleaned up.

2. Accumulations of dust shall be cleaned off all surfaces on a daily basis using HEPA vacuum cleaning methods.

3. Decontamination enclosures shall be HEPA vacuumed at the end of each shift.

4. Accumulations of asbestos waste material shall be containerized utilizing HEPA vacuums or rubber or plastic dust pans, squeegees or shovels. Metal shovels shall not be used to pick up or move waste.

5. Excessive water accumulation or flooding in the area shall require work to stop until the water is collected and disposed of properly.

B. The following cleanup procedures shall be required after completion of all removal activities.

1. All accumulations of asbestos waste material shall be containerized utilizing HEPA vacuums or rubber or plastic dust pan, squeegees or shovels. Metal shovels shall not be used to pick up or move waste. HEPA vacuums shall be used to clean all surfaces after gross cleanup.

2. Cleaning. All surfaces in the work area shall be HEPA vacuumed. To pick up excess liquid and wet debris, a wet purpose shop vacuum may be used and shall be decontaminated prior to removal from the work area.

3. Windows, doors, HVAC system vents and all other openings shall remain sealed. Decontamination enclosure systems shall remain in place and be utilized.

4. All containerized waste shall be removed from the work area and the holding area.

5. All tools and equipment shall be decontaminated and removed from the work area.

6. A final visual inspection and clearance air monitoring, as per the schedule for air sampling and analysis, shall be conducted.

7. The isolation barriers and decontamination unit shall be removed only after satisfactory clearance air monitoring results have been achieved.

## 3.12 SAFETY MONITORING – CONSULTANT:

The Consultant will designate an Asbestos Safety Technician (AST) to represent the Owner during the removal program. The AST must be on the job site at all times during abatement work. Absolutely no abatement or preparation work will occur without the presence of the AST.

The AST will conduct four (4) milestone inspections.

1. Pre-commencement inspection shall be conducted as follows:

   a. Notification in writing to the Consultant shall be made by the Abatement Contractor to request a pre-commencement inspection at least 48 hours in advance of the desired date of inspection. This inspection shall be requested prior to beginning preparatory work in another work area.

   b. The AST shall ensure that:

      i. The job site is properly prepared and that all containment measures are in place;

      ii. The designated supervisor shall present to the inspector a valid supervisor's license issued by the New York Department of Labor;

      iii. All workers shall present to the inspector a valid handler's license issued by the New York Department of Labor;

      iv. Measures for the disposal of removed asbestos material are in place and shall conform to the adopted standards;

      v. The Abatement Contractor has a list of emergency telephone numbers at the job site which shall include the monitoring firm employed by the Owner and telephone numbers for fire, police, emergency squad, local hospital and health officer.

   c. If all is in order, the AST shall issue a written notice to proceed in the field. If the job site is not in order, then any needed corrective action must be taken before any work is to commence. Conditional approvals shall not be granted.

Progress inspection shall be conducted as follows:

   a. Primary responsibility for ensuring that the abatement work progresses in accordance with these technical specifications and regulatory requirements rests with the Abatement Contractor. The AST shall continuously be present to observe the progress of work and perform required tests.

   b. If the AST observes irregularities at any time, he shall direct such corrective action as may be necessary. If the Abatement Contractor fails to take the corrective action required, or if the Abatement Contractor or any of their employees habitually and/or excessively violate the requirements of any regulation, then the AST shall inform the Owner who shall issue a Stop Work Order to the Abatement Contractor and have the work site secured until all violations are abated.

Clean-up inspections shall be conducted as follows:

a. Notice for clean-up inspection shall be requested by the Abatement Contractor at least 24 hours in advance of the desired date of inspection;

b. The clean-up inspection shall be conducted prior to the removal of any isolation or critical barriers and before final air clearance monitoring;

c. The AST shall ensure that:

i. The work site has been properly cleaned and is free of visible asbestos containing material and debris.

ii. All removed asbestos has been properly placed in a locked secure container outside of the work area.

d. If all is in order, the AST shall issue a written notice of authorization to remove surface barriers from the work area. All isolation barriers shall remain in place until satisfactory clearance air sampling has been completed.

4. Clearance Visual Inspection shall be conducted after the removal of non-critical plastic sheeting. The AST shall insure that:

a. The work area is free of all visible asbestos or suspect asbestos debris and residue.

b. All waste has been properly bagged and removed from the work area.

c. Should clearance visual inspection identify residual debris, as determined by the AST, the Abatement Contractor is responsible for recleaning the area at his own cost and shall bear all costs of reinspection until acceptable levels are achieved.

B. The Abatement Contractor shall be required to receive written approval before proceeding after each milestone inspection.

### 3.13 PERSONNEL AIR MONITORING – CONTRACTOR (29 CFR 1926.1101)

A. Personnel air monitoring shall be provided to determine both short-term (STEL) and full shift during when abatement activities occur. Personnel sampling shall be performed in each work area in order to accurately determine the concentrations of airborne asbestos to which workers may be exposed.

B. The Abatement Contractor shall have a qualified "Competent Person" (as specified in 29 CFR 1926 OSHA) to conduct personnel air monitoring.

C. The laboratory performing the air sample analysis shall be certified by NYS DOH ELAP and approved by the consultant.

D. Personnel air monitoring test results for OSHA Compliance. Results shall be posted at the work site within 24 hours of testing and copies supplied to the Owner within five (5) days of testing. Abnormalities shall be supplied to the Owner immediately.

## 3.14 CLEARANCE AIR MONITORING

A. Air samples will be collected in and around the work areas at the completion of abatement activities.

B. Clearance samples may be analyzed using PCM to maintain compliance with ICR-56.

C. If applicable, clearance samples will be analyzed using TEM to maintain compliance with ICR-56 and 40 CFR part 763 "Asbestos-Containing Materials in Schools; Final Rule and Notice" section 763.90.

D. ***RETESTING***
Should clearance air monitoring yield fiber concentrations above the "Clearance" criteria of either 0.01 fibers per CC and/or background levels (PCM) –OR- seventy (70) structures per square millimeter (TEM/AHERA), the Abatement Contractor is responsible for re-cleaning the area at his own cost and shall bear all costs associated with the retesting of the work area(s) including monitoring labor, sampling, analysis, etc. until such levels are achieved.

## 3.15 RESPIRATORY PROTECTION REQUIREMENT

A. Respiratory protection shall be worn by all individuals inside the work area from the initiation of the asbestos project until all areas have successfully passed clearance air monitoring in accordance with these specifications. The Abatement Contractor shall keep available at all times two PAPR's with new filters and charged batteries for use by authorized visitors.

B. All respiratory protection shall be MSHA/NIOSH approved in accordance with the provisions of 30 CFR Part II. All respiratory protection shall be provided by the Abatement Contractor, and used by workers in conjunction with the written respiratory protection program.

C. The Abatement Contractor shall provide respirators that meet the requirements of 29 CFR Parts 1910 and 1926.

1. Full facepiece Type C supplied-air respirators operated in pressure demand mode equipped with an auxiliary self- contained breathing apparatus, operated in pressure demand or continuous flow, shall be worn during gross removal, demolition, renovation and/or other disturbance of ACM whenever airborne fiber concentrations inside the work area are greater than 10.0 f/cc.

2. Full facepiece Type C supplied-air respirators operated in pressure demand mode with HEPA filter disconnect protection shall be work during gross removal, demolition, renovation and/or other disturbance of ACM with an amphibole content and/or whenever airborne fiber concentrations inside the work area are equal to or greater than 0.5 f/cc and less than or equal to 10.0 f/cc.

3. Full facepiece powered air-purifying respirators (PAPR) equipped with HEPA filters shall be worn during the removal, encapsulation, enclosure, repair and/or other disturbance of friable ACM if airborne fiber concentrations inside the work area are less than 0.5 f/cc. A supply of charged replacement batteries, HEPA filters and flow test meter shall be available in the clean room for use with powered air-purifying respirators. HEPA filters shall be changed daily or as flow testing indicates change is necessary. Any Type C supplied-air respirator operated in continuous flow, with HEPA filter disconnect protection, may be substituted for a powered air-purifying respirator.

4. Loose fitting helmets or hoods with powered air-purifying respirators (PAPR) equipped with HEPA filters may be worn during the removal, encapsulation, enclosure, repair and/or other disturbance of friable ACM if airborne fiber concentrations inside the work area are less than 0.25 f/cc. A supply of charged replacement batteries, HEPA filters and flow test meter shall be available in the clean room for use with powered air-purifying respirators. HEPA filters shall be changed daily or as flow testing indicates change is necessary. Any Type C supplied-air respirator operated in continuous flow may be substituted for a powered air- purifying respirator.

5. Half-mask or full-face air-purifying respirators with HEPA filters shall be worn only during the preparation of the work area and final clean up procedures provided airborne fiber concentrations inside the work area are less than 0.1 f/cc.

6. Use of single use dust respirators is prohibited for the above respiratory protection.

D. Workers shall be provided with personally issued and individually marked respirators. Respirators shall not be marked with any equipment that will alter the fit of the respirator in any way. Only waterproof identification markers shall be used.

E. The Abatement Contractor shall ensure that the workers are qualitatively or quantitatively fit tested by an Industrial Hygienist initially and every six months thereafter with the type of respirator he/she will be using.

F. Whenever the respirator design permits, workers shall perform the positive and negative air pressure fit test each time a respirator is worn. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.

G. No facial hair, which interferes with the face-to-mask sealing surface, shall be permitted to be worn when wearing respiratory protection that requires a mask-to-face seal.

H. Contact lenses shall not be worn in conjunction with respiratory protection.

I. If a worker wears glasses, a spectacle kit to fit their respirator shall be provided by the Abatement Contractor at the Abatement Contractor's expense.

J. Respiratory protection maintenance and decontamination procedures shall meet the following requirement:

1. Respiratory protection shall be inspected and decontaminated on a daily basis in accordance with OSHA 29 CFR 1910.134(b); and

2. HEPA filters for negative pressure respirators shall be changed after each shower; and

3. Respiratory protection shall be the last piece of worker protection equipment to be removed. Workers must wear respirators in the shower when going through decontamination procedures; and

4. Airline respirators with HEPA filtered disconnect shall be disconnected in the equipment room and worn into the shower. Powered air-purifying respirator facepieces shall be worn into the shower. Filtered/power pack assemblies shall be decontaminated in accordance with manufacturers' recommendations; and

5. Respirators shall be stored in a dry place and in such a manner that the facepiece and exhalation valves are not distorted; and

6. Organic solvents shall not be used for washing of respirators.

K. No visitors shall be allowed to enter the contaminated area if they do not have their medical certification and training certificate. Authorized visitors shall be provided with suitable PAPR respirators and instructions on the proper use of respirators whenever entering the work area.

## 3.16 DISPOSAL OF WASTE

A. APPLICABLE REGULATIONS

1. All asbestos waste shall be stored, transported and disposed of as per, but not limited to, the following Regulations:

   a. NYS Code Rule 56

   b. U.S. Department of Transportation (DOT)
   Hazardous Substances
   Title 29, Part 171 and 172 of the code of Federal Regulations
   regarding waste collector registration

   c. Regulations regarding waste collector registration Title 6, part 364 of the New York State Official Compilation of Codes, Rules and Regulations – 6 NYCRR 364

   d. USEPA NESHAPS 40 CRF 61

   e. USEPA ASBESTOS WASTE MANAGEMENT GUIDANCE EPA/530-SW-85-007

B. TRANSPORTER OR HAULER - The Abatement Contractor shall bear full responsibility for proper characterization, transportation and disposal of all solid or liquid waste, generated during the project, in a legal manner. The Owner shall approve all transportation and disposal methods.

1. The Abatement Contractor's Transporter (hauler) and disposal site shall be approved by the Owner. The Abatement Contractor shall remove within 48 hours all asbestos waste from the site after completing the clean up.

2. The Transporter must possess and present to the Owner's representative a valid New York State Department of Environmental Conservation Part 364 asbestos hauler's permit to verify license plate and permit numbers. The Owner's representative will verify the authenticity of the hauler's permit with the proper authority.

3. The Abatement Contractor shall give 24 hour notification prior to removing any waste from the site. All waste shall be removed from site only during normal working hours. No waste may be taken from the site without authorization from the Owner's representative.

4. The Abatement Contractor shall have the Transporter give the date and time of arrival at the disposal site.

5. The Transporter with the Abatement Contractor and Owner's consultant shall inspect all material in the transport container prior to taking possession and signing the Waste Manifest. The Transporter shall not have any off site transfers or be combined with any other off-site asbestos material.

6. The Transporter must travel directly to the disposal site with no unauthorized stops.

C. WASTE STORAGE CONTAINER

1. During loading and on site storage, the asbestos waste container shall be labeled with EPA Danger signage:

**DANGER**
**CONTAINS ASBESTOS FIBERS**
**AVOID CREATING DUST**
**CANCER AND LUNG DISEASE HAZARD**

2. The NYS DEC Hauler's Permit number shall be on both sides and back of the container.

3. The Container will not be permitted to leave the site without the proper signage.

4. A copy of the completed waste manifest shall be forwarded directly to the Owner's Consultant by the disposal facility.

5. Packaging of Non-friable Asbestos. Use of an open top container shall require written request, by the Contractor, and written approval by the Owners Representative, and be performed in compliance with all applicable regulations.

   a) A chute, if used, shall be air/dust tight along its lateral perimeter and at the terminal connection to the dumpster at ground level (solid wall and top container). The upper end of the chute shall be furnished with a hinged lid, to be closed when the chute is not being used.

   b) The container shall be lined with a minimum of two (2) layers of 6 mil. Fire-retardant polyethylene draped loosely over the sides so as to facilitate being wrapped over the top of the load and sealed prior to transport from the site.

   c) Prior to transport from the work site the Dumpster will be disconnected from the chute and sealed air/dust tight utilizing six mil plastic and tape. The waste material will be transported as an asbestos containing material by appropriate legal methods.

6. Packaging Friable Asbestos.

   a) The container shall be a solid wall, hard top and lockable container.

   b) The container shall be locked upon arrival at the site to restrict access. Security shall be provided at the entrance to the container during the loading process and immediately locked upon completion.

   c) The interior walls, floor and ceiling shall be lined with two (2) layers of 6 mil. Fire-retardant polyethylene.

d) The waste shall be loaded in such a manner as to protect the integrity of the individual waste packages.

e) Prior to transport from the work site the interior of the Dumpster will sealed air/dust tight utilizing six mil plastic and tape. The waste material will be transported as an asbestos containing material by appropriate legal methods.

D. WASTE DISPOSAL MANIFEST

1. The Asbestos Waste Manifest shall be equivalent to the "Waste Shipment Record" included in 40 CFR 61. A copy of the Contractor's manifest shall be reviewed by the Owner's Consultant and shall be the only manifest used.

2. The Manifest shall be verified by the Owner's Consultant indicating that all the information and amounts are accurate and the proper signatures are in place.

3. The Manifest shall have the signatures of the Abatement Contractor and the Transporter prior to any waste being removed from the site.

4. The Manifest shall be signed by the Disposal Facility owner or operator to certify receipt of asbestos containing materials covered by the manifest.

5. A copy of the completed manifest shall be provided by the Abatement Contractor to the Owner's Consultant and remain on site for inspection.

6. Abatement Contractor shall maintain a waste disposal log which indicates load number, date and time left site, container size, type of waste, quantity of waste, name of hauler, NYS DES permit number, trailer and tractor license number, and date manifest was returned to Consultant.

7. The Disposal Facility owner or operator shall return a signed copy of the Waste Manifest directly to:

**Monroe-Woodbury CSD**

**278 Route 32**

**Central Valley, NY 10917**

**ATTN: Andrzej Rudiak**

8. Copies of the completed Waste Manifest are to be sent by the disposal facility to the Hauler and Abatement Contractor.

9. Submit signed dump tickets and manifests with final payment request.

10. Final payment request will not be honored without signed dump ticket or manifests accounting for all asbestos waste removed from the site.

E. VIOLATIONS OF SPECIFICATIONS

1. Violations of the safety, hygiene, environmental, procedures herein, any applicable federal, and state of local requirement s or failure to cooperate with the Owner's representative shall be grounds for dismissal and/or termination of this contract.

F. VIOLATIONS OF NO SMOKING POLICY

1. The Federal Pro Children Act of 1994 prohibits School District Officials from smoking in any buildings or on the grounds that is property of the School District. The District shall be considered smoke free. The School District strongly enforces its' No Smoking Policy. It is the Contractor's responsibility to inform all workers of this policy. Any worker(s) involved with this project that are found smoking or using tobacco products will be informed that they are in violation of the Federal and State Law and School Board Policy and will be removed from site.

**3.17. A LOCATION OF MONROE-WOODBURY CSD – PHASE 2A: 2023 BOND WORK – BASE BID**

***(Please see attached Drawings for approximate locations)***

~~**1) Central Valley Elementary School (Exteriors) – Roofing Abatement:**~~

**2) North Main ES (Exteriors) – Roofing Abatement:**

- Asbestos abatement contractor responsible for removal of approximately 20,000 SF of non-friable asbestos-containing roofing (ACM built-up roofing and ACM tar paper vapor barrier on non-ACM wood deck and non-ACM masonry walls AND ACM termination bar caulk on non-ACM Masonry walls) to cleanable non-ACM building substrate. Asbestos abatement contractor is responsible for providing all demolition activities required to access materials, as well as for providing all labor, equipment, and materials necessary. The Owner and/or General Contractor responsible for re-installation of non-asbestos roofing. Please see the attached drawings for asbestos roofing removal locations. Below is a breakdown of approximate square footage by roof designation (as per set drawings):

  Roof A: 6172 SF
  Roof B: 115 SF
  Roof C: 8345 SF
  Roof D: 4440 SF
  Roofs G and H – 265 SF (combined)

**3) North Main ES (Exteriors) – Soffit Cementitious Panel Abatement:**

Asbestos abatement contractor responsible for removal of approximately 2,500 SF of non-friable asbestos-containing cementitious panels to non-ACM substrate on soffit overhangs below roof fascias surrounding the 1972 Wing (labeled A and B wings on attached drawings). Asbestos abatement contractor is responsible for providing all demolition activities required to access materials, as well as for providing all labor, equipment, and materials necessary. The Owner and/or General Contractor responsible for re-installation of non-asbestos materials. Please see the attached drawings for asbestos cementitious panel removal locations.

**END OF LOCATION OF WORK**

## 3.18 GENERAL

A. The Abatement Contractor will be responsible for repairing all building components damaged during abatement including, but not limited to: ceiling tiles, ceiling finishes, wall finishes, floor finishes, etc.

B. The Abatement Contractor shall be responsible for all demolition required to access materials identified in scope of work and on associated drawings.

C. Concealed conditions that are exposed and may require additional work shall be brought to the attention of the Owner immediately. The Abatement Contractor shall not abate these areas without a written notice to proceed. Additional asbestos abatement performed prior to the order to proceed will not be acknowledged.

D. The Abatement Contractor shall remove asbestos-containing floor covering to the building substrate beneath; in areas indicted. Subsequent to final air clearance the substrate shall be washed with a neutralizing agent to prepare the substrate to accept new floor covering and eliminate residual odors.

E. Power tools used to drill, cut into or otherwise disturb asbestos containing material shall be equipped with HEPA filtered local exhaust ventilation.

F. The Abatement Contractor shall provide access to GFCI electrical power, required to perform the area air monitoring for this project, within and immediately adjacent to each work area.

G. Unwrapped or unbagged ACM shall be immediately placed in an impermeable waste bag or wrapped in plastic sheeting.

H. Coordinate all removal operations with the Owner.

**Asbestos Employee Medical Examination Statement**
**Certificate of Worker Release**
**Asbestos Employee Training Statement**
**CERTIFICATE OF WORKERS'S ACKNOWLEDGEMENT**

PROJECT NAME: **Monroe-Woodbury CSD – Phase 2A: 2023 Bond Work @ ~~Sapphire ES, Smith Clove ES, & Micro Computer Center~~**

CONTRACTOR'S NAME: _____

WORKING WITH ASBESTOS INVOLVES POTENTIAL EXPOSURE TO AIRBORNE ASBESTOS FIBERS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER AND RESPIRATORY DISEASES. SMOKING CIGARETTES AND INHALATION OF ASBESTOS FIBERS INCREASES THE RISK THAT YOU WILL DEVELOP LUNG CANCER ABOVE THAT OF THE NON-SMOKING PUBLIC.

The Contract for this project requires your employer to 1) supply proper respiratory protection devices and training on their use 2) provide training on safe work practices and on use of the equipment used on the project 3) provide a medical examination meeting the requirements of 29 CFR 1926.1101. Your signature on this certificate, documents that your employer has fulfilled these contractual obligations and you understand the information presented to you.

****DO NOT SIGN THIS FORM UNLESS YOU FULLY UNDERSTAND THIS INFORMATION****

RESPIRATORY PROTECTION: I have been trained in the proper use and limitations of the type of respiratory protection devices to be used on this project. I have reviewed the written respiratory protection program manual and a copy is available for my use. Respiratory protection equipment has been proved, by the Contractor, at no cost to me.

TRAINING COURSE: I have been trained in the risks and dangers associated with handling asbestos, breathing asbestos dust, proper work procedures, and personal protection and engineering controls. I have satisfactorily completed and Asbestos Safety Training Program for New York State and have been issued a New York State Department of Health Certificate of Asbestos Safety Training.

MEDICAL EXAMINATION: I have satisfactorily completed a medical examination within the last 12 months that meets the OSHA requirement for an asbestos worker and included at least 1) medical history 2) pulmonary function 3) medical examination 4) approval to wear respiratory protection devises and may have included an evaluation of a chest x-ray.

Signature: _____Date_____

Printed Name: _____SS#:_____

Witness: _____Date:_____

**RETURN THIS EXECUTED FORM WITH COMPLETED BID SHEET**

**Monroe-Woodbury CSD – Phase 2A: 2023 Bond Work @**

~~**Sapphire ES, Smith Clove ES, & Micro Computer Center**~~

**ESTIMATE OF ACM QUANTITIES**

**********

**EACH ABATEMENT CONTRACTOR SHALL READ AND ACKNOWLEDGE THE FOLLOWING NOTICE. A SIGNED AND DATED COPY OF THIS ACKNOWLEDGMENT SHALL BE SUBMITTED WITH THE ABATEMENT CONTRACTOR'S BID FOR THIS PROJECT. FAILURE TO DO SO MAY, AT THE SOLE DISCRETION OF THE OWNER, RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE AND RESULT IN DISQUALIFICATION OF THE ABATEMENT CONTRACTOR'S BID ON THIS PROJECT.**

**********

*** **NOTICE** ***

***The linear and square footages listed within this specification are approximates. Abatement Contractor is required to visit the work locations prior to bid submittal in order to take actual field measurements within each listed location. The Abatement Contractor shall base their bid on actual quantities determined, by them, at the site walkthrough. Estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project.***

**********

**Acknowledgment:** I have read and understand the above **NOTICE** regarding removal quantity estimates and understand that estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project. The Abatement Contractor's signatory represents to the Owner that he/she has the authority of the entity he/she represents to sign this agreement on its behalf.

Company Name: _____
Type or Print

BY: _____ _____ _____
Signature Title Date

Print Name: _____

**RETURN THIS EXECUTED FORM WITH COMPLETED BID SHEET**

**ASSOCIATED ASBESTOS REMOVAL LOCATION DRAWINGS**

- ***Monroe-Woodbury CSD: Phase 2A Bond Work***
  ~~**DRAWING #CVES HZ100** – Central Valley ES Asbestos Removal Locations~~
  **DRAWING #NMES HZ100 –** North Main ES Asbestos Removal Locations

**SECTION 020800**
**ASBESTOS ABATEMENT PROCEDURES**

AT: MONROE-WOODBURY CSD –
PHASE 3: 2023 BOND WORK
MONROE-WOODBURY MIDDLE SCHOOL
SED#: 44-12-01-06-0-009-017
NORTH MAIN ELEMENTARY SCHOOL
SED#: 44-12-01-06-0-002-012

OWNER: MONROE-WOODBURY CSD
278 ROUTE 32
CENTRAL VALLEY, NY 10917
PH. (845) 460-6200

CONSULTANT: QUALITY ENVIRONMENTAL SOLUTIONS
& TECHNOLOGIES, INC. (QUES&T)
1376 ROUTE 9
WAPPINGERS FALLS, NEW YORK 12590
PH. (845) 298-6031
FX. (845) 298-6251

**SPECIFICATION DATED: October 23, 2026**
Design conforms to all applicable provisions of the NYS Uniform Fire Prevention and Building Code, NYS Energy Conservation Construction Code and Education Department Building Standards.

## PART I - GENRAL

### 1.01 DESCRIPTION

A. All work under this contract shall be performed in strict accordance with the specifications and all applicable laws for asbestos removal projects. The Abatement Contractor shall furnish all labor, materials, supervision, services, insurance and equipment necessary for the complete and total removal of Asbestos-containing Materials (ACM) as described herein, in attachments to the specification, Job Specific Variance(s) and/or as directed by Monroe-Woodbury CSD (here-in-after the "Owner") and/or the Owners Representative(s) to support the scope of work at the ***Monroe-Woodbury CSD – Phase 3:2023 Bond Work*** at the following school buildings:

- Monroe-Woodbury Middle School
  199 Dunderberg Road, Central Valley, NY 10917
  SED #44-12-01-06-0-009-017

- North Main Elementary School
  212 North Main St, Monroe, NY 10950
  SED #44-12-01-06-0-002-012

B. Abatement Contractor shall provide for personnel air monitoring to satisfy OSHA regulation 29 CFR Parts 1926.1101(f). All work performed shall be in strict accordance with applicable provisions and regulations promulgated under New York State Department of Labor, Industrial Code 56 (ICR-56).

C. The Abatement Contractor shall satisfy the requirements for asbestos projects issued by the New York State Department of Labor concerning licensing and certification; notification; equipment; removal and disposal procedures; engineering controls; work area preparation; decontamination and clean-up procedures; and personnel air monitoring.

D. The Abatement Contractor shall be responsible for submittal of asbestos project notification(s) and applicable fees to EPA and NYSDOL concerning this project. Project notification(s) shall be made for the cumulative total of ACM to be removed as required by ICR-56-3.4. Work practices for each individual work area established shall be consistent with the quantity of ACM contained within that work area as defined in ICR-56-2.

E. The scope of work under this contract shall include the following:

1. All Asbestos-containing Materials (ACM), detailed within Section #3.17 – Location of Work, shall be removed in accordance with these specifications. The Abatement Contractor is responsible for field verification of estimated quantities, locations and other site conditions that may affect work and must provide fully execute Page #56 – Estimate of ACM Quantities Form and return with their bid.

2. All fixed objects remaining within the work area(s) shall be protected as required by Title 12 NYCRR Section 56-7.10(b) and as described in these specifications.

3. The containerization, labeling and disposal of all asbestos waste in accordance with applicable city, state and federal regulations and these specifications.

4. The Abatement Contractor will be responsible for repairing all building components damaged during abatement including, but not limited to, ceiling tiles, ceiling finishes, wall finishes and/or floor finishes, etc.

5. The Abatement Contractor shall be responsible for any and all demolition required to access materials identified in scope of work and on associated drawings.

6. Concealed conditions that are exposed and may require additional work shall be brought to the attention of the Owner(s) immediately. The Abatement Contractor shall not abate these areas without a written notice to proceed. If the Abatement Contractor removes additional asbestos prior to the order to proceed the additional work will not be acknowledged.

7. Permissible working hours shall be Monday through Friday 7:00 A.M. to 4:00 P.M. and/or as defined by the Owner. Holidays shall be considered weekends and not included for working days. Upon written approval from the Owner, the Abatement Contractor may work past these hours. The Abatement Contractor will incur any and all costs associated for work performed beyond the defined schedule including, but not limited to: abatement activities, project/air monitoring, custodial/staffing labor, overtime, mobilizations, etc.

8. Buildings will be turned over to the Abatement Contractor as is. At that time, all electrical services and HVAC systems in the proposed work areas will be shut down. Electricity and water supply will be maintained in the building for use by the Abatement Contractor. The Abatement Contractor is responsible for securing all power in the work area(s) and establishing all temporary GFCI hookups necessary to complete his work.

9. As required, the Abatement Contractor shall remove identified asbestos-containing floor coverings to building substrates beneath; in areas indicted within Section #3.17 – Location of Work and associated Asbestos Abatement Location Drawings. Subsequent to final air clearances, the substrate(s) shall be washed with a neutralizing agent to prepare the substrate to accept new floor covering(s) and eliminate residual odors.

10. The Abatement Contractor must coordinate location of waste containers with the Facility and the Owner. Deliveries and storage of equipment must be coordinated with the Facility and the Owner.

11. All “Large” and “Small” asbestos abatement projects, as defined by 12 NYCRR56 shall not be performed while the building is occupied. The term “building” 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 exists that do not pass through the occupied portion(s) and ventilation systems must be physically separated and sealed at the isolation barriers.

## 1.02 PRE-CONTRACT SUBMITTALS

Within three (3) days after bids are opened, the three (3) apparent low bidders shall be required to submit the following documentation:

A. Resume': Shall include the following:

1. Provide a list of projects of similar nature performed within the past two (2) years and include the dollar value of all projects. Provide project references to include owner, consultant, and air monitoring firms' name, contact person, address, and phone number, include location of project and date of completion.

2. Abatement Contractor license issued by New York State Department of Labor for asbestos work in accordance with ICR-56-3.

3. A list of owned equipment available to be used in the performance of the project.

4. The number of years engaged in asbestos removal.

5. An outline of the worker training courses and medical surveillance program conducted by the Abatement Contractor.

6. A standard operating procedures manual describing work practices and procedures, equipment, type of decontamination facilities, respirator program, special removal techniques, etc.

7. Documentation to the satisfaction of the Owner pertaining to the Abatement Contractor's financial resources available to perform the project. Such data shall include, but not be limited to, the firm's balance sheet for the last fiscal year.

B. Citations/Violations/Legal Proceedings

1. Submit a notarized statement describing any citations, violations, criminal charges, or legal proceedings undertaken or issued by any law enforcement, regulatory agency, or consultant concerning performance on previous asbestos abatement contracts. Briefly describe the circumstances citing the project and involved persons and agencies as well as the outcome of any actions.

2. Answer the question: "Has your firm or its agents been issued a Stop Work order on any project within the last two years?" If "Yes" provide details as discussed above.

3. Answer the question: "Are you now, or have you been in the past, a party to any litigation or arbitrations arising out of your performance on Asbestos Abatement Contracts?" If "Yes" provide details as discussed in 1. above.

4. Describe any liquidated damages assessed within the last two years.

C. Preliminary Schedule

1. Provide a detailed schedule including work dates, work shift times, estimate of manpower to be utilized and the start and completion date for completion of each major work area.

**1.03 DOCUMENTATION**

A. The Abatement Contractor shall be required to submit the following and receive the Consultant's approval prior to commencing work on this project:

1. Provide documentation of worker training for each person assigned to the project. Documentation shall include copies of each workers valid New York State asbestos handler certificates (for those employees who may perform asbestos removal), documentation of current respirator fit test and current OSHA required training and medical examination.

2. The attached "Asbestos Employee Medical Examination Statement" and "Asbestos Employee Training Statement" forms shall be completed, signed and submitted for each worker assigned to the project. Records of all employee training and medical surveillance shall be maintained for at least forty (40) years. Copies of the records shall be submitted to the Consultant prior to commencement.

3. The Abatement Contractor shall submit proof of a current, valid license issued by the New York State Department of Labor pursuant to the authority vested in the Commissioner by section 906 of the Labor Laws, and that the employees performing asbestos related work on this project are certified by the State of New York as required in Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York latest edition. Copies of all licenses shall be submitted prior to the commencement of the project.

4. The Abatement Contractor shall submit a written respiratory protection program meeting the requirements of 29 CFR 1910.134 to the Consultant.

5. The name, address, social security number and NYS DOL certificate number of the person(s) who will supervise the asbestos project.

6. The name and address of the deposit or waste disposal site or sites where the asbestos materials are to be deposited or disposed of. This site must be approved by the Owner. The manifesting procedure must also be specified.

7. The name, address and New York State Dept. of Environmental Conservation ID Number of any transporters that are to be used to transport waste.

8. A written Standard Operation Procedure (SOP) that is designed and implemented to maximize protection against human exposure to asbestos dust. The SOP shall take into consideration the workers, visitors, building employees, general public and environment. As a minimum the procedures must include the following:

   a. Security for all work areas on an around-the-clock basis against unauthorized access.

   b. Project organization chart including the phone numbers of at least two responsible persons who shall be authorized to dispatch men and equipment to the project in the event of an emergency; including weekends.

c. Description of protective clothing and NIOSH approved respirators to be used.

d. Description of all removal methods to be used, including HEPA air filtration and decontamination sequence with special emphasis on any procedure that may deviate from these specifications.

e. A list of manufacturers' certificates stating that all vacuums, negative air filtration equipment, respirators and air supply equipment meet OSHA and EPA requirements.

f. A list of all materials proposed to be furnished and used under this contract.

g. Emergency evacuation procedures in the event of fire, smoke or accidents such as injury from falling, heat exposure, electrical shock, etc.

h. The name, address and ELAP number of the New York State Department of Health Certified Analytical Testing Laboratory the Contractor proposes to use for the OSHA monitoring.

9. A detailed plan, in triplicate, for the phasing of the project, division of work areas and location of decontamination facilities, waste containers and temporary office.

10. Work schedule, identifying firm dates and completion for actual areas. Bar chart or critical path chart indicating phases is required.

B. The Abatement Contractor shall post their NYS DOL contractor's license and maintain a daily log documenting the dates and time of the following items within each personal decontamination unit:

1. Meetings; purpose, attendants, discussion (brief)

2. Sign-in and sign-out of all persons entering the work area including name, date, time, social security number, position or function and general description of daily activity.

3. Testing of barriers and enclosure systems using smoke tubes prior to the beginning of abatement activities and at least once a day thereafter until satisfactory clearance air monitoring results have been achieved.

4. Inspection of all plastic barriers, twice daily, by the asbestos supervisor.

5. Loss of enclosure integrity; special or unusual events, barrier breaches, equipment failures, etc.

6. Daily cleaning of enclosures.

7. Personnel air monitoring test results for OSHA Compliance. Results shall be posted at the work site within 24 hours of testing and copies supplied to the Owner within five (5) days of testing. Abnormalities shall be supplied to the Owner immediately.

C. Documentation with confirmation signature of Consultant's representative of the following shall be provided by the Abatement Contractor at the final closeout of the project.

1. Testing of barriers and enclosure systems using smoke tubes shall be performed prior to the beginning of abatement activities and at least once a day thereafter until satisfactory clearance air monitoring results have been achieved.

2. Inspection of all plastic barriers.

3. Removal of all polyethylene barriers.

4. Consultant's inspections prior to encapsulation.

5. Removal of waste materials.

6. Decontamination of equipment (list items).

7. Consultant's final inspection/final air tests.

D. The Abatement Contractor shall provide records of all project information, to include the following which shall be submitted upon completion of the project and prior to approval of the Abatement Contractor's payment application:

1. The location and description of the abatement project.

2. The name, address and social security number of the person(s) who supervised the asbestos project.

3. Certified payroll documentation Pursuant to Article 8, Section 220 of the NYS Labor Law

4. Copies of EPA/NYSDOL Asbestos Certificates for all Workers and Supervisors employed on the Project.

5. Copies of Medical Approval and Respirator Fit-testing for all Asbestos Workers and Supervisors employed on the Project.

6. Copies of Abatement Contractors Daily Sign-In Sheets & Logs for persons entering and leaving the work area. – Title 12 NYCRR Part 56-7.3.

7. Copies of Abatement Contractor’s personal air sampling laboratory results.

8. The amounts and type of asbestos materials that was removed, enclosed, encapsulated, or disturbed.

9. The name and address of the deposit or waste disposal site or sites where the asbestos waste materials were deposited or disposed of and all related manifests, receipts and other documentation associated with the disposal of asbestos waste.

10. The name and address of any transporters used to transport waste and all related manifests, receipts and other documentation associated with the transport of asbestos waste.

11. All other information that may be required by state, federal or local regulations.

12. Copy of the Supervisor's Daily Project Log of events as described in 1.03 B, above.

## 1.04 NOTIFICATIONS AND PERMITS

A. The Abatement Contractor shall be required to prepare and submit notifications to the following agencies at least ten (10) days prior to the commencement of the project:

1. Asbestos NESHAPS Contact
   U.S. Environmental Protection Agency
   NESHAPS Coordinator, Air Facilities Branch
   26 Federal Plaza
   New York, New York 10007
   (212) 264-7307

2. State of New York Department of Labor
   Division of Safety and Health
   Asbestos Control Bureau
   State Office Building Campus, Building 12, Room 454
   Albany, New York 12240

3. Owner(s): Monroe-Woodbury CSD
   278 Route 32
   Central Valley, NY 10917
   ATTN: Andrzej Rudiak, Director of Buildings and Grounds
   Ph. (845) 460-6770 x 6778
   E-mail. arudiak@mw.k12.ny.us

4. Owner's Representative(s): Clark Patterson Lee
   50 Front Street
   Suite 202
   Newburgh, NY 12550
   ATTN: Lisa Fasciglione
   Ph. (845) 567-6700
   E-mail. ljfasciglione@cplteam.com

5. Environmental Consultant(s): Quality Environmental Solutions & Technologies, Inc. (QuES&T)
   1376 Route 9
   Wappingers Falls, New York 12590
   ATTN: Todd McAfee
   Ph. (845) 298-6031
   Fx. (845) 298-6251
   E-mail. tmcafee@qualityenv.com

B. The notification shall include but not be limited to the following information:

1. Name and address of Owner.

2. Name, address and asbestos handling license number of the Abatement Contractor.

3. Address and description of the building, including size, age, and prior use of the building or area; the amount, in square feet or linear feet of asbestos material to be removed; room designation numbers or other local information where asbestos material is found, including the type of asbestos material (friable or non-friable).

4. Scheduled starting and completion dates for removal.

5. Methods to be employed in abating asbestos containing materials.

6. Procedures and equipment, including ventilating/exhaust systems, that will be employed to comply with the Code of Federal Regulation (CFR) Title 40, Part 61 of the U.S. Environmental Protection Agency.

7. The name and address of the carting company and of the waste disposal site where the asbestos waste will be deposited.

**NOTE:** Notifications shall be submitted using standard forms as may be used by the respective agency.

For DOL (NYS) include "Asbestos Project Notification" form (DOSH-483) with proper fee, if required. For EPA include "Notification of Demolition and Renovation"; 40 CFR Part 61.

C. The Abatement Contractor shall secure any permits required by the city, town, county, or state that may be required and the cost for obtaining the permit shall be included in his base bid.

D. The Abatement Contractor shall erect warning signs around the work space at every point of potential entry into the work area in accordance with OSHA 1926.58k (2), (i). These signs shall bear the following information:

**DANGER**

**CANCER AND LUNG DISEASE HAZARD**
**AUTHORIZED PERSONNEL ONLY**
**RESPIRATORS AND PROTECTIVE**
**CLOTHING**
**ARE REQUIRED IN THIS AREA**

E. The Abatement Contractor shall post at entrances to the work place and immediate adjacent areas, notifications to building occupants which include the name and license number of the contractor, project location and size, amount and type of ACM, abatement procedures, dates of expected occurrence and name and address of the air monitor and laboratory in compliance with ICR 56-3.6.

F. The Abatement Contractor shall post a list of emergency telephone numbers at the job site which shall include the Owner's Representative, police, emergency squad, local hospital, Environmental Protection Agency, N.Y. State Department of Labor, Occupational Safety and Health Administration and the local Department of Health.

## 1.05 APPLICABLE STANDARDS

Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effects (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if published copies were bound herewith. Resolution of overlapping and conflicting requirements, which result from the application of several different industry standards to the same unit of work, shall be by adherence to the most stringent requirement.

A. Applicable standards listed in these Specifications form a part of this Specification and include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

1. ANSI:
   American National Standards Institute
   1430 Broadway
   New York, New York 10018

2. ASHRAE:
   American Society for Heating, Refrigerating
   and Air Conditioning Engineers
   1791 Tullie Circle NE
   Atlanta, Georgia 30329

3. ASTM:
   American Society for Testing and Materials
   1916 Race Street
   Philadelphia, Pennsylvania 19103

4. CFR
   Code of Federal Regulations Available
   from Government Printing Office
   Washington, District of Columbia 20402

5. CGA
   Compressed Gas Association
   1235 Jefferson Davis Highway
   Arlington, Virginia 22202

6. CS
   Commercial Standard of NBS
   (US Dept. of Commerce)
   Government Printing Office

7. EPA

   Environmental Protection Agency, Region II
   26 Federal Plaza
   New York, New York 10007
   Asbestos Coordinator - Room 802
   (212) 264-9538
   Part 61, Sub-Parts A & B
   National Emission Standard for Asbestos

8. FEDERAL SPECS

   Federal Specification (General Services Administration)
   7th and D Street, SW
   Washington, District of Columbia 20406

9. NBS

   National Bureau of Standards
   (US Department of Commerce)
   Gaithersburg, Maryland 20234

10. NEC

    National Electrical Code (by NFPA)

11. NFPA

    National Fire Protection Association
    Batterymarch Park
    Quincy, Massachusetts 02269

12. NIOSH

    National Institute for Occupational Safety and Health
    26 Federal Plaza
    New York, New York 10007

13. NYSDOH

    New York State Department of Health
    Bureau of Toxic Substance Assessment
    Room 359 - 3rd Floor
    Tower Building Empire State Plaza
    Albany, New York 12237

14. NYSDEC

    New York State Department of Environmental Conservation
    Room 136
    50 Wolf Road
    Albany, New York 12233-3245

15. NYSDOL
    State of New York Department of Labor
    Division of Safety and Health
    Asbestos Control Program
    State Campus
    Building 12
    Albany, New York 12240

16. OSHA
    Occupational Safety and Health Administration
    (US Department of Labor)
    New York Regional Office - room 3445
    1515 Broadway
    New York, New York 10036

17. UL
    Underwriters Laboratories
    333 Pfingsten Road
    Northbrook, Illinois 60062

B. Federal Regulations: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials:

1. U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA):

   a. Asbestos Regulations
      Title 29, Part 1910, of the Code of Federal Regulations.

   b. Respiratory Protection
      Title 29, Part 1910, Section 134 of the Code of Federal Regulations.

   c. Construction Industry
      Title 29, Part 1926, of the Code of Federal Regulations.

   d. Access to Employee Exposure & Medical Records
      Title 29, Part 1910, Section 20 of the Code of Federal Regulations.

   e. Hazard Communication
      Title 29, Part 1910, Section 1200 of the Code of Federal Regulations.

   f. Specifications for Accident Prevention Signs and Tags
      Title 29, Part 1910, section 145 of the Code of Federal Regulations.

2. U.S. Environmental Protection Agency (EPA):

   a. Asbestos Hazard Emergency Response Act (AHERA) Regulation Asbestos Containing Materials in Schools Final Rule & Notice Title 40, Part 763, Subpart E of the Code of Federal Regulations.

b. Worker Protection Rule
40 CFR Part 763, Subpart G, CPTS 62044, FLR 2843-9
Federal Register, Vol. 50, No. 134, 7/12/85, P28530-28540

c. Regulation for Asbestos
Title 40, Part 61, Subpart A of the Code of Federal Regulations

d. National Emission Standard for Asbestos
Title 40, Part 61, Subpart M (Revised Subpart B) of the Code of Federal Regulations

e. Resource Conservation and Recovery Act (RCRA) 1976, 1980
Hazardous and Solid Waste Amendments (HSWA) 1984
Subtitle D, Subtitle C

3. U.S. Department of Transportation (DOT):

a. Hazardous Substances: Final Rule Regulation 49 CFR, Part 171 and 172.

C. State Regulations: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials:

1. New York State Department of Environmental Conservation (DEC) Regulations regarding waste collection registration. Title 6, Part 364 of the New York State Official Compilation of Codes, Rules and Regulations - 6NYCRR 364.

2. New York State Right-To-Know Law

3. New York State Department of Labor Asbestos Regulations Industrial Code Rule 56.

D. Standards: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials:

1. American National Standards Institute (ANSI)

a. Fundamentals Governing the Design and Operation of Local Exhaust Systems
Publication Z9.2-79

b. Practices for Respiratory Protection
Publication Z88.2-80

E. Guidance Documents: Those that discuss asbestos abatement work or hauling and disposal of asbestos waste materials are listed below only for the Abatement Contractor's information. These documents do not describe the work and are not a part of the work of this contract.

EPA:

1. Guidance for Controlling Asbestos Containing Materials in Buildings (Purple Book) EPA560/5-85-024.

2. Asbestos Waste Management Guidance EPA 530-SW-85-007.

F. Patents and Royalties: The Abatement Contractor shall pay all royalties and/or license fees. The Abatement Contractor shall defend all suits and claims for infringement of any patent rights and save the Owner and Consultant harmless from loss including attorney fees on account thereof.

## 1.06 DEFINITIONS

As used in or in connection with these specifications the following are terms and definitions.

**Abatement** - Procedure to control release from asbestos material. This includes removal, encapsulation and enclosure.

**Aggressive sampling** - A method of sampling in which the person collecting the air sample creates activity by the use of mechanical equipment during the sampling period to stir up settled dust and simulate activity in that area of the building.

**AIHA** - The American Industrial Hygiene Association, 475 Wolf Ledges Parkway, Akron, Ohio 44311.

**Airlock** - A system for permitting entrance and exit while restricting air movement between a containment area and an uncontaminated area. It consists of two curtained doorways separated by a distance of at least three feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.

**Air sampling** - The process of measuring the content of a known volume of air collected during a specific period of time.

**Amended water** - Water to which a surfactant has been added.

**Approved asbestos safety program** - A program approved by the Commissioner of Health providing training in the various disciplines that may be involved in an asbestos project.

**Area air sampling** - Any form of air sampling or monitoring where the sampling device is placed at some stationary location.

**Asbestos** - Any naturally occurring hydrated mineral silicate separable into commercially usable fibers, including chrysotile (serpentine), amosite (cumingtonite-gunerite), crocidolite (riebeckite), tremolite, anthophyllite and actinolite.

**Asbestos contract** - An oral or written agreement contained in one or more documents for the performance of work on an asbestos project and includes all labor, goods and service.

**Asbestos handler** - An individual who installs, removes, applies, encapsulates, or encloses asbestos or asbestos material, or who disturbs friable asbestos. Only individuals certified by NYS Department of Labor shall be acceptable for work under this specification.

**Asbestos handling certificate** - A certificate issued by the Commissioner of Labor of the State of New York, to a person who has satisfactorily completed an approved asbestos safety program.

**Asbestos project** - Work undertaken by a contractor which involves the installation, removal, encapsulation, application or enclosure of any ACM or the disturbance of friable ACM.

**Asbestos Safety Technician (AST)** - Individual designated to represent the Consultant, perform third party monitoring and perform compliance monitoring at the job site during the asbestos project.

**Asbestos waste material** - Asbestos material or asbestos contaminated objects requiring disposal.

**Authorized visitor** - The building owner, his or her representative or any representative of a regulatory or other agency having jurisdiction over the project.

**Background level monitoring** - A method used to determine ambient airborne concentrations inside and outside of a building or structure prior to starting an abatement project.

**Building owner** - The person in whom legal title to the premises is vested unless the premises are held in land trust, in which instance Building Owner means the person in whom beneficial title is vested.

**Clean room** - An uncontaminated area or room that is a part of the personal decontamination enclosure with provisions for storage of persons' street clothes and protective equipment.

**Cleanup** - The utilization of HEPA vacuuming to control and eliminate accumulations of asbestos material and asbestos waste material.

**Clearance air monitoring** - The employment of aggressive sampling techniques with a volume of air collected to determine the airborne concentration of residual fibers upon conclusion of an asbestos abatement project.

**Commissioner** - Commissioner of the New York State Department of Labor.

**Contractor** - A company, unincorporated association, firm, partnership or corporation and any owner or operator thereof, which engages in an asbestos project or employs persons engaged in an asbestos project.

**Curtained doorway** - A device that consists of at least three overlapping sheets of plastic over an existing or temporarily framed doorway. One sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and the left side. All sheets shall have weights attached to the bottom to insure that the sheets hang straight and maintain a seal over the doorway when not in use.

**Decontamination enclosure system** - A series of connected rooms, separated from the work area and from each other by air locks, for the decontamination of persons, materials, equipment, and authorized visitors.

**Encapsulant (sealant) or encapsulating agent** - A liquid material that can be applied to asbestos material and which prevents the release of asbestos from the material by creating a membrane over the surface.

**Enclosure** - The construction of airtight walls, ceilings and floors between the asbestos material and the facility environment, or around surfaces coated with asbestos materials, or any other appropriate procedure that prevents the release of asbestos materials.

**Equipment room** - A contaminated area or room that is part of the personal decontamination enclosure system with provisions for the storage of contaminated clothing and equipment.

**Fixed object** - A unit of equipment, furniture or other fixture in the work area which cannot be readily removed from the work area.

**Friable Asbestos Material** - That condition of crumbled, pulverized, powdered, crushed or exposed asbestos capable of being released into the air by hand pressure.

**Friable material containment** - The encapsulation or enclosure of any friable asbestos material.

**Glovebag technique** - A method for removing asbestos material from heating, ventilating, and air conditioning (HVAC) ducts, piping runs, valves, joints, elbows, and other nonplanar surfaces in a noncontained work area. The glovebag assembly is a manufactured device consisting of a glovebag constructed of at least six mil transparent plastic, two inward-projecting longsleeve gloves, which may contain an inward projecting waterwand sleeve, an internal tool pouch, and an attached, labeled receptacle or portion for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and to contain all asbestos fibers released during the abatement process.

**HEPA filter** - A high efficiency particulate air filter capable of trapping and retaining 99.97 percent of particulate greater than 0.3 microns equivalent aerodynamic diameter.

**HEPA vacuum equipment** - Vacuuming equipment with a high efficiency particulate air filtration system.

**Holding area** - A chamber in the waste decontamination enclosure located between the washroom and an adjacent uncontaminated area.

**Homogeneous work area** - A site within the abatement work area that contains one type of asbestos material and where one type of abatement is used.

**Large asbestos project** - An asbestos project involving the installation, removal, disturbance, enclosure, or encapsulation of 160 square feet or more of asbestos or asbestos material or 260 linear feet or more of asbestos or asbestos material.

**Minor asbestos project** - An asbestos project involving the installation, removal, disturbance, enclosure, or encapsulation of 10 square feet or less of asbestos or asbestos material, or 25 linear feet or less of asbestos or asbestos material.

**Movable object** - A unit of equipment, furniture or fixture in the work area that can be readily removed from the work area.

**Negative air pressure equipment** - A local exhaust system equipped with HEPA filtration. The system shall be capable of creating and maintaining a negative pressure differential between the outside and the inside of the work area.

**Non-asbestos material** - Any material containing one percent or less asbestos by weight.

**Occupied area** - Any frequented portion of the work site where abatement is not taking place.

**Outside air** - The air outside the building or structure.

**Personal air monitoring** - A method used to determine an individuals exposure to airborne contaminants. The sample is collected outside the respirator in the person's breathing zone.

**Plasticize** - To cover floors, walls, ceilings and other surfaces with 6 mil fire retardant plastic sheeting as herein specified.

**Project** - Any form of work performed in connection with the abatement of asbestos or alteration, renovation, modification or demolition of a building or structure that may disturb asbestos or asbestos material.

**Removal** - The stripping of any asbestos material.

**Repair** - Corrective action using required work practices to control fiber release from damaged areas.

**Respiratory protection** - Respiratory protection required of licensed asbestos workers and authorized visitors in accordance with the applicable laws.

**Satisfactory clearance air monitoring results** - For all post- abatement samples, airborne concentrations of total fibers that are less than 0.01 fibers per cubic centimeter or background levels, whichever are greater, using phase contrast microscopy (PCM).

**Shower room** - A room between the clean room and the equipment room in the personal decontamination enclosure with hot and cold running water controllable at the top and arranged for complete showering during decontamination.

**Small asbestos project** - An asbestos project involving the installation, removal, disturbances, enclosure, or encapsulation of more than 10 and less than 160 square feet of asbestos or asbestos material of more than 25 and less than 260 linear feet of asbestos or asbestos material.

**Staging area** - The area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the work area.

**Surfactant** - A chemical wetting agent added to water to improve its penetration.

**Visible emissions** - An emissions of particulate material that can be seen without the aid of instruments.

**Washroom** - A room between the work area and the holding area in the waste decontamination enclosure system, where equipment and waste containers are wet cleaned and/or HEPA vacuumed.

**Waste decontamination enclosure system** - An area, consisting of a washroom and a holding area, designated for the controlled transfer of materials and equipment.

**Wet cleaning** - The process of eliminating asbestos contamination from surfaces, equipment or other objects by using cloths, mops, or other cleaning tools.

**Work area** - Designated rooms, spaces, or areas where asbestos abatement takes place.

**Work site** - Premises where asbestos abatement is taking place.

**Work Surface** - Substrate surface from which asbestos-containing material has been removed.

## 1.07 UTILITIES, SERVICE AND TEMPORARY FACILITIES

A. The Owner shall make available to the Abatement Contractor all reasonable amounts of water and electrical power at no charge.

B. The Abatement Contractor shall provide, at his own expense, all electrical, water, and waste connections, extensions, and construction materials, supplies, etc. All connections must be approved in advance by the Owner and all work relative to the utilities must be in accordance with the applicable building codes.

C. The Abatement Contractor shall provide scaffolding, ladders and staging, etc. as necessary to accomplish the work of this contract. The type, erection and use of all scaffolding, ladders and staging, etc. shall comply with all applicable OSHA provisions.

D. All connections to the Owner's water system shall include reduced pressure backflow protection or double check and double gate valves. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.

E. The Abatement Contractor shall use only heavy duty abrasion resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water to each work area and to each decontamination unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment. All water must be shut off at the end of each shift.

F. The Abatement Contractor shall provide service to decontamination unit electrical subpanel with minimum 60 amp, 2 pole circuit breaker or fused disconnect and ground-fault circuit interrupters (GFCI), reset button and pilot light, connected to the building's main distribution panel. Subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work. This electrical subpanel shall be used for hot water heater, PAPR battery recharging and air sampling pumps.

G. The Abatement Contractor shall provide UL rated 40-gallon electric hot water heater to supply hot water for the decontamination unit shower. Activate from 30 amp circuit breaker on the electrical subpanel located within the decontamination unit. Provide with relief valve compatible with water heater operation; relief valve down to drip pan on floor with type L copper. Wiring of the hot water heater shall be in compliance with NEMA, NEC, and UL standards.

H. The Abatement Contractor shall provide identification warning signs at power outlets, which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 plugs into higher voltage outlets. Dry transformers shall be provided where required to provide voltages necessary for work operations. All outlets or power supplies shall be protected by ground fault circuit interrupter (GFCI) at the power source.

I. The Abatement Contractor shall use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.

J. The Abatement Contractor shall provide general service incandescent lamps of wattage indicated or required for adequate illumination; Protect lamps with guard cages or tempered glass enclosures; Provide exterior fixtures where fixtures are exposed to moisture.

K. The Abatement Contractor shall provide temporary heat or air conditioning as necessary to maintain comfortable working temperatures inside and immediately outside the work areas. Heating and A/C equipment shall have been tested and labeled by UL, FM or another recognized trade association related to the fuel being used. Fuel burning heaters shall not be used inside containment areas. The Contractor shall also provide a comfortable working environment for occupied areas that are impacted by the asbestos removal.

L. The Abatement Contractor shall comply with recommendations of the NFPA standard in regard to the use and application of fire extinguishers. Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each work area, equipment room, clean room and outside the work area.

## 1.08 REMOVAL OF FIXTURES

A. In locations where the Abatement Contractor is directed to dispose of fixtures he shall either decontaminate the fixtures and dispose of them as non-asbestos containing materials or he shall place them in an appropriate container and dispose of them as asbestos containing material.

B. In locations where the Abatement Contractor is directed to remove and reinstall fixtures, the fixtures shall be removed, decontaminated, labeled, protected with plastic and stored by the contractor in a location as directed by the Owner.

C. Upon completion of the asbestos removal and upon receiving satisfactory clearance air monitoring results, all items to be replaced shall be restored to their original location and reinstalled by the Abatement Contractor.

## PART 2 – PRODUCTS

### 2.01 MATERIALS AND EQUIPMENT

A. GENERAL REQUIREMENTS

1. Materials shall be stored off the ground, away from wet or damp surfaces and under protective cover to prevent damage or contamination.

2. Damaged or deteriorating materials shall not be used and shall be removed from the premises.

3. Power tools used to drill, cut into, or otherwise disturb asbestos material shall be equipped with HEPA filtered local exhaust ventilation.

4. The Abatement Contractor shall make available to authorized visitors, ladders and/or scaffolds of sufficient dimension and quantity so that all work surfaces can be easily and safely reached for inspection. Scaffold joints and ends shall be sealed with tape to prevent incursion of asbestos. Scaffolds and ladders shall comply with all applicable codes.

B. PLASTIC BARRIERS (POLYETHYLENE)

1. In sizes and shapes to minimize the number of joints.

   a. Six mil. (.006") fire-retardant for vertical protection (walls, entrances and openings).

   b. Six mil. (.006") fire-retardant for horizontal protection (fixed equipment) and heating grilles.

   c. Six mil. (.006") reinforced fire-retardant for floors of decon units.

2. Provide two (2) layers over all roof, wall and ceiling openings. Floor penetrations shall be sealed with a rigid material prior to plasticizing to prevent tripping and fall hazards. All seams within a layer shall be separated by a minimum distance of six feet and sealed airtight. All seams between layers shall be staggered.

3. Barrier Attachment - Commercially available duct tape (fabric or paper) and spray-on adhesive. Duct tape shall be capable of sealing joints of adjacent sheets of plastic, facilitating attachment of plastic sheets to finished or unfinished surfaces of dissimilar materials and adhering under both dry and wet conditions.

C. SIGNS

1. Danger signs shall be provided and shall conform to 29 CFR 1926.1101 and be 14" x 20". These signs shall bear the following information:

**DANGER**
**ASBESTOS**
**CANCER AND LUNG DISEASE HAZARD**
**RESPIRATORS AND PROTECTIVE**
**CLOTHING**
**ARE REQUIRED IN THIS AREA**

D. DANGER LABELS AND TAPE

1. Labels shall be affixed to any asbestos contaminated material in accordance with the requirements of 29 CFR 1910.1200 (f) of OSHA's Hazard Communication Standard, and shall contain the following information:

**DANGER**
**CONTAINS ASBESTOS FIBERS**
**AVOID BREATHING DUST**
**CANCER AND LUNG DISEASE HAZARD**

2. A label shall be affixed on each container of asbestos waste in accordance with the requirements of 49 CFR Parts 171 and 172, Hazardous Substances; Final Rule (U.S. Department of Transportation), and shall contain the following information:

**RQ HAZARDOUS SUBSTANCE**
**SOLID, NOS, ORM-E, NA 9188**
**(ASBESTOS)**

3. A label shall be affixed on each container of asbestos waste in accordance with the requirements of 40 CFR Part 61.150, NESHAP; Asbestos; Final Rule (USEPA) and shall contain the name of the waste generator and the location at which the waste was generated.

   NOTE: All containers marked as above (1, 2 and 3) shall be disposed of as asbestos waste.

4. Provide 3" red barrier tape printed with black lettered "DANGER ASBESTOS REMOVAL". Locate barrier tape across all corridors, entrances and access routes to asbestos work area.

E. PROTECTIVE EQUIPMENT

1. Respiratory Requirements

   a. Where fiber levels permit, and in compliance with regulatory requirements, Powered Air Purifying Respirators are the minimum allowable respiratory protection permitted to be utilized during removal operations.

   b. Where not in violation of NIOSH, OSHA, and any other regulatory requirements, the Abatement Contractor shall provide the following minimum respiratory protection to the maximum use concentrations indicated:

| MSHA/NIOSH Approved Respiratory Protection | Maximum Use Concentration |
|---|---|
| Half-Mask Air Purifying with HEPA Filters | 10x PEL |
| Full-Facepiece Air Purifying HEPA Filters and Quantitative Fit Test | 10x PEL |
| Powered Air Purifying (PAPR), Loose fitting Helmet or Hood, HEPA Filter | 25x PEL |
| Powered Air Purifying (PAPR), Full Facepiece, HEPA Filter | 50x PEL |
| Supplied Air, Continuous Flow Loose fitting Helmet or Hood | 25x PEL |
| Supplied Air, Continuous Flow Full Facepiece, HEPA Filter | 50x PEL |
| Full Facepiece-Supplied Air Pressure Demand, HEPA Filter | 100x PEL |
| Full Facepiece-Supplied Air Pressure Demand, with Aux. SCBA, Pressure Demand or Continuous Flow | >100x PEL |

2. Disposable Clothing -"Tyvek" manufactured by Dupont or approved equal.

3. NIOSH approved safety goggles to protect eyes.

4. Polyethylene bags, 6 mil. (.006") thick (use double bags).

NOTE: Workers must wear disposable coveralls and respirator masks at all times while in the work area. Contaminated coveralls or equipment must be left in work area and not worn into other parts of the building.

F. TOOLS AND EQUIPMENT

1. Airless Sprayer - An airless sprayer, suitable for application of encapsulating material, shall be used.

2. Scaffolding - Scaffolding, as required to accomplish the specified work, shall meet all applicable safety regulations.

3. Transportation Equipment - Transportation equipment, as required, shall be suitable for loading, temporary storage, transport and unloading of contaminated waste without exposure to persons or property. Water tight, hard wall containers shall be provided to retain and dispose of any asbestos waste material with sharp-edged components that may tear plastic bags or sheeting. The containers shall be marked with danger labels.

4. Surfactant - Wetting Agents - "Asbestos-Wet" - Aquatrols Corp. of America or approved equal, and shall be non- carcinogenic.

5. Portable (negative air pressure) asbestos filtration system - by Micro-Trap, or approved equal.

6. Vacuum, HEPA type equal to "Nilfisk" #GA73, or "Pullman/Holt" #75 ASA.

7. Amended Water Sprayer - The water sprayer shall be an airless or other low-pressure sprayer for amended water application.

8. Other Tools and Equipment - The Abatement Contractor shall provide other suitable tools for the stripping, removal, encapsulation, and disposal activities including but not limited to: hand-held scrapers, nylon brushes, sponges, rounded edge shovels, brooms, and carts.

## PART 3 - EXECUTION

### 3.01 PRE-ABATEMENT WORK AREA PREPARATION

A. The work area shall be vacated by the occupants prior to work area preparation and not reoccupied until satisfactory clearance air monitoring results have been achieved.

B. Caution signs shall be posted at all locations and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted that permit a person to read the sign and take the necessary protective measures to avoid exposure.

C. Shut down and lock out electric power to all work areas. The Abatement Contractor shall provide temporary power and lighting and ensure safe installation of temporary power sources and equipment used where high humidity and/or water shall be sprayed in accordance with all applicable codes. All power to work areas shall be brought in from outside the area through a ground-fault interrupter at the source.

D. Isolate the work area HVAC system.

E. The personnel decontamination enclosure system shall be installed or constructed prior to preparatory work in the work area and in particular before the disturbance of asbestos material. The waste decontamination enclosure system shall be installed or constructed prior to commencement of abatement activities.

F. Movable objects within the work area shall be pre-cleaned using HEPA filtered vacuum equipment an/or wet cleaning and such objects shall be removed from the work area to an uncontaminated location. If disposed of as asbestos waste material, cleaning is not required.

G. Fixed objects and other items, which are to remain within the work area, shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning. Such objects shall be enclosed with two layers of at least six mil plastic sheeting and sealed with tape.

H. The work area shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, shall be prohibited. Asbestos material shall not be disturbed during pre-cleaning.

I. Isolation barriers that seal off all openings, including windows, corridors, doorways, ducts, and any other penetrations of the work area, shall be constructed using two layers of at least six mil fire-retardant plastic sheeting sealed with tape. Also, all seams in mechanical system components that pass through the work area shall be sealed. Doorways and corridors, which shall not be used for passage during work, shall also be sealed.

J. Removal of mounted objects. After isolation barriers are in place, objects such as light fixtures, electrical track, alarm systems, ventilation equipment and other items not previously sealed, shall be double sealed with six mil fire-retardant plastic sheeting. Localized HEPA filtered vacuum equipment shall be used during fixture removal to reduce asbestos dispersal.

K. Individual roof and floor drains shall be sealed water tight using two layers of 6-mil fire-retardant plastic sheeting and tape prior to plasticizing. Openings in floor shall be fully covered with plywood sheeting secured to the floor in such a way as to minimize a tripping hazard prior to plasticizing.

L. Emergency and fire exits from the work area shall be maintained or alternate exits shall be established according to all applicable codes.

M. Adequate toilet facilities shall be supplied by the Abatement Contractor and shall be located either in the clean area of the personnel decontamination enclosure or shall be readily accessible to the personnel decontamination enclosure.

## 3.02 LARGE ASBESTOS PROJECT PERSONNEL DECONTAMINATION ENCLOSURE SYSTEM (ICR 56-7.5)

A. The personnel decontamination enclosure shall be constructed prior to preparatory work in the work area and in particular before the disturbance of asbestos material.

1. Construction and use of personnel decontamination enclosure systems shall be in accordance with ICR-56 and any Applicable or Site Specific Variances utilized on this project. Such systems may consist of existing rooms outside of the work area, if the layout is appropriate, that can be enclosed is plastic sheeting and are accessible from the work area. When this situation does not exist, enclosure systems may be constructed out of metal, wood or plastic support.

2. The personnel decontamination enclosure system shall consist of a clean room, a shower room, and an equipment room, in series, separated from each other and from the work area by three airlocks.

3. There shall be one shower per six full shift abatement persons calculated on the basis of the largest shift.

4. The personnel decontamination enclosure system shall be fully framed, sheathed for safety and constructed to prevent unauthorized entry.

5. Personnel decontamination enclosure systems constructed at the work site shall utilize at least six mil fire-retardant opaque plastic sheeting. At least two layers of six mil fire-retardant reinforced plastic sheeting shall be used for the flooring of this area.

6. All prefabricated decontamination units shall be completely decontaminated and sealed prior to separation and removal from the work area. Mobile decontamination units shall remain in place until satisfactory clearance results have been attained.

7. The clean room shall be sized to accommodate all authorized persons. Benches, lockers and hooks shall be provided for street clothes. Shelves for storing respirators shall also be provided. Clean clothing, replacement filters for respirators, towels and other necessary items shall be provided. The clean room shall not be used for the storage of tools, equipment or materials. It shall not be used for office space. A lockable door shall be provided to permit access to the clean room from outside the work area or enclosure. It shall be used to secure the work area and decontamination enclosure during off-shift hours.

8. The shower room shall contain one or more showers. Each shower head shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against leakage of any kind. Uncontaminated soap, shampoo and towels shall be available at all times. Shower water shall be drained, collected and filtered through a system with at least 5.0 micron particle size collection capability. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filtration system by large particles. Filtered wastewater shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos waste. The shower room shall be constructed in such way that travel through the decontamination unit shall be through the shower.

9. The equipment room shall be used for the storage of equipment and tools after decontamination using a HEPA filtered vacuum and/or wet cleaning. A one day supply of replacement filters, in sealed containers, for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement project may also be stored here. A walk-off pan filled with water shall be located in the work area just outside the equipment room for persons to clean foot covering when leaving the work area. A drum lined with a labeled, at least six mil plastic bag is required for collection of clothing and shall be located in this room. Contaminated footwear and work clothes shall be stored in this area.

## 3.03 WASTE DECONTAMINATION ENCLOSURE SYSTEM (ICR 56-7.5)

A. General Requirements

1. A waste decontamination enclosure system shall consist of the following:

   a. A washroom/cleanup room shall be constructed with an airlock doorway to the work area and another airlock doorway to the holding area.

   b. The holding area shall be constructed with an airlock doorway to the washroom/cleanup room and another lockable door to the outside.

2. Where there is only one egress from the work area, the holding area of the waste decontamination enclosure system may branch off from the equipment decontamination room, which doubles as a waste washroom, of the personnel decontamination enclosure.

3. The waste washroom shall be equipped with a drain installed to collect water and deliver it to the shower drain where it shall be filtered through a system with at least 5.0 micron particle size collection capability. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filtration system by large particles. Filtered wastewater shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos waste.

4. The waste washroom shall be constructed in such a way that travel through the rooms shall be through the waste washroom

## 3.04 WORK AREA ENTRY AND EXIT PROCEDURES

A. The following procedures shall be followed throughout the asbestos abatement project until satisfactory clearance air monitoring results have been achieved:

1. All persons shall enter and exit the work area through the personnel decontamination enclosure system.

2. All persons who enter the work area or an enclosure shall sign the entry/exit log, located in the clean room, upon every entry and exit.

3. All persons, before entering the work area, or an enclosure shall read and be familiar with all posted regulations, personal protection requirements, including work area entry and exit procedures, and emergency procedures. The entry/exit log headings shall indicate, and the signatures shall be used to acknowledge, that these have been reviewed and understood by all persons prior to entry.

4. All persons shall proceed first to the clean room, remove all street clothing, store these items in clean sealable plastic bags or lockers and don coveralls, head covering, foot covering and gloves. All persons shall also don NIOSH approved respiratory protection. Clean respirators and protective clothing shall be utilized, by each person, for each separate entry into the work area. Respirators shall be inspected prior to each use and tested for proper seal using quantitative or qualitative fit checks.

5. Persons wearing designated personal protective equipment shall proceed from the clean room through the shower room to the equipment room, where necessary tools are collected and any additional clothing shall be donned, before entry into the work area.

6. Before leaving the work area, all persons shall remove gross contamination from the outside of respirators and protective clothing by brushing, wet cleaning, and/or HEPA vacuuming.

7. Persons shall proceed to the equipment room where all coveralls, head covering, foot covering and gloves shall be removed. Disposable clothing shall be deposited into labeled containers for disposal. Reusable contaminated clothing, footwear, head gear and gloves shall be stored in the equipment room when not being used in the work area.

8. Still wearing respirators, persons shall proceed to the shower area, clean the outside of the respirator and the exposed face area under running water prior to removal of the respirator, and then fully and vigorously shower and shampoo to remove residual asbestos contamination. Respirators shall be washed thoroughly with soap and water. Some types of respirators will require slight modification of these procedures. An airline respirator with HEPA filtered disconnect protection shall be disconnected in the equipment room and worn into the shower. A powered air-purifying respirator facepiece shall be disconnected from the filter/power pack assembly prior to entering the shower.

9. After showering and drying, all persons shall proceed to the clean room and don clean personal protective equipment if returning to the work area or street clothing if exiting the enclosure.

## 3.05 EQUIPMENT AND WASTE CONTAINER DECONTAMINATION & REMOVAL PROCEDURES

A. The following procedures shall be followed throughout the asbestos abatement project until satisfactory clearance air monitoring results have been achieved.

1. External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming in the work area before moving such items into the waste decontamination enclosure system airlock by persons assigned to this duty. These work area persons shall not enter the airlock.

2. These contaminated items shall be removed from the airlock by persons stationed in the washroom during waste removal operations. These washroom persons shall remove gross contamination from the exterior of their respirators and protective clothing by brushing, HEPA vacuuming and/or wet cleaning.

3. Once in the waste decontamination enclosure system, external surfaces of contaminated containers and equipment shall be cleaned a second time by wet cleaning.

4. The cleaned containers of asbestos material and equipment are to be dried of any excessive pooled or beaded liquid, placed in uncontaminated plastic bags or sheeting and sealed airtight.

5. The clean recontainerized items shall be moved into the airlock that leads to the holding area. The washroom persons shall not enter this airlock or the work area until waste removal is finished for that period.

6. Containers and equipment shall be moved from the airlock and into the holding area by persons dressed in clean personal protective equipment, who have entered from uncontaminated areas.

7. The cleaned containers of asbestos material and equipment shall be placed in water tight carts with doors or tops that shall be closed and secured. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.

8. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.

9. Where the waste removal enclosure is part of the personnel decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.

10. Containers labeled with Asbestos hazard warnings shall not be used to dispose of non asbestos waste.

## 3.06 ENGINEERING CONTROLS

A. Ventilation.

1. The Abatement Contractor shall employ HEPA equipped vacuums or negative air pressure equipment for ventilation as required.

2. All negative air pressure equipment ventilation units shall be equipped with HEPA filtration. The Contractor shall provide a manufacturer's test certificate for each unit documenting the capability of trapping and retaining 99.97 percent of asbestos fibers greater than 0.3 microns equivalent aerodynamic diameter.

3. A power supply shall be available to satisfy the requirements of the total of all ventilating units.

4. On electric power failure, abatement shall stop immediately and shall not resume until power is restored and exhaust units are operating fully. On extended power failure, longer than one hour, the decontamination facilities, after the evacuation of all persons from the work area, shall be sealed airtight.

5. If extending the exhaust of the ventilation units 50 feet from the building would result in an exhaust location either in the road, blocking driveway access to the facility or within 50 feet of other buildings, a second unit will be run in series with the primary unit.

## 3.07 MAINTENANCE OF DECONTAMINATION ENCLOSURE SYSTEMS AND WORK AREA BARRIERS

A. GENERAL REQUIREMENTS

1. The Consultant must review and approve installation before commencement of work. Upon completion of the construction of all plastic barriers and decontamination system enclosures and prior to beginning actual abatement activities.

2. All plastic barriers inside the work area, in the personnel decontamination enclosure system, in the waste decontamination enclosure system and at partitions constructed to isolate the work area from occupied areas, shall be inspected by the asbestos supervisor at least twice daily. The barriers shall be inspected before the start of and following the completion of the day's abatement activities. Inspections and observations shall be documented in the project log.

3. Damage and defects in the barriers and/or enclosure systems shall be repaired immediately upon discovery and prior to resumption of abatement activities.

4. At any time during the abatement activities, if visible emissions are observed outside of the work area of if damage occurs to the barriers, work shall be stopped, repairs made and visible residue immediately cleaned up using HEPA vacuuming methods prior to the resumption of abatement activities.

5. The Abatement Contractor shall HEPA vacuum and/or wet clean the waste decontamination enclosure system and the personnel decontamination enclosure system at the end of each day of abatement activities.

### 3.08 HANDLING AND REMOVAL PROCEDURES

The Abatement Contractor may utilize existing provisions of ICR-56, Applicable Variances or a Site Specific Variance, approved by the Owner's Consultant, to permit the conduct of this work.

## 3.09 ABATEMENT PROCEDURES

A. AIR SAMPLING - By Owner

1. Air sampling and analysis shall be conducted according to the requirements of Subpart 56-4 before the start, during and after the completion of the asbestos removal project.

2. In addition to the requirements of Subpart 56-4, air monitoring shall be conducted in accordance with any approved job specific variance(s) or applicable variance utilized.

3. Clearance samples may be analyzed using PCM to maintain compliance with ICR-56.

4. If applicable, clearance samples will be analyzed using TEM to maintain compliance with ICR-56 and 40 CFR 763.90[i].

B. The provisions of the Applicable Variances or a Job Specific Variance shall apply only in those areas where approval has been granted by the NYS DOL and the Contractor has obtained concurrence from the Owner's Consultant. All other applicable provisions of Industrial Code Rule 56-1 through 56-12 shall be complied.

C. A copy of the NYS DOL Job Specific or Applicable Variance, if applicable, shall be conspicuously posted at the work area(s).

D. The Abatement Contractor shall construct a decontamination unit at the work site. The Abatement Contractor shall, as a minimum, comply with the requirements of 29 CFR 1926.1101(j); Hygiene facilities and practices for employees.

## 3.10 ENCAPSULATION PROCEDURES

The following procedures shall be followed to seal in non-visible residue, after obtaining satisfactory clearance air monitoring results, while conducting lockdown encapsulation on any surfaces which were the subject of removal or other remediation activities:

A. Only encapsulants rated as acceptable or marginally acceptable on the basis of Battelle Columbus Laboratory test procedures and rating requirements developed under the 1978 USEPA contract shall be used for lockdown encapsulation.

B. Sealants considered for use in encapsulation shall first be tested to ensure that the sealant is adequate for its intended use. A section of the work surface shall be evaluated following this initial test application of the sealant to quantitatively determine the sealant's effectiveness in terms of penetrating and locking down the asbestos fibers. The American Society of Testing and Materials (ASTM) Committee E06.21.06E on Encapsulation of Building Materials has developed a guidance document to assist in the selection of an encapsulant.

C. The encapsulant solvent or vehicle shall not contain a volatile hydrocarbon.

D. Encapsulants shall be applied using airless spray equipment.

1. Spraying is to occur at the lowest pressure range possible to minimize fiber release from encapsulant impact at the surface. It shall be applied with a consistent horizontal or vertical motion.

E. Encapsulation shall be utilized as a surface sealant once all asbestos containing materials have been removed in a work area. In no event shall encapsulant be applied to any surface that was the subject of removal or other remediation activities prior to obtaining satisfactory clearance air monitoring.

## 3.11 CLEANUP PROCEDURES

A. The following cleanup procedures shall be required.

1. Cleanup of accumulations of loose asbestos material shall be performed whenever enough loose asbestos materials have been removed to fill a single leak tight container of the type commensurate with the material properties. In no case shall cleanup be performed less than once prior to the close of each working day. Asbestos material shall be kept wet until cleaned up.

2. Accumulations of dust shall be cleaned off all surfaces on a daily basis using HEPA vacuum cleaning methods.

3. Decontamination enclosures shall be HEPA vacuumed at the end of each shift.

4. Accumulations of asbestos waste material shall be containerized utilizing HEPA vacuums or rubber or plastic dust pans, squeegees or shovels. Metal shovels shall not be used to pick up or move waste.

5. Excessive water accumulation or flooding in the area shall require work to stop until the water is collected and disposed of properly.

B. The following cleanup procedures shall be required after completion of all removal activities.

1. All accumulations of asbestos waste material shall be containerized utilizing HEPA vacuums or rubber or plastic dust pan, squeegees or shovels. Metal shovels shall not be used to pick up or move waste. HEPA vacuums shall be used to clean all surfaces after gross cleanup.

2. Cleaning. All surfaces in the work area shall be HEPA vacuumed. To pick up excess liquid and wet debris, a wet purpose shop vacuum may be used and shall be decontaminated prior to removal from the work area.

3. Windows, doors, HVAC system vents and all other openings shall remain sealed. Decontamination enclosure systems shall remain in place and be utilized.

4. All containerized waste shall be removed from the work area and the holding area.

5. All tools and equipment shall be decontaminated and removed from the work area.

6. A final visual inspection and clearance air monitoring, as per the schedule for air sampling and analysis, shall be conducted.

7. The isolation barriers and decontamination unit shall be removed only after satisfactory clearance air monitoring results have been achieved.

## 3.12 SAFETY MONITORING – CONSULTANT:

The Consultant will designate an Asbestos Safety Technician (AST) to represent the Owner during the removal program. The AST must be on the job site at all times during abatement work. Absolutely no abatement or preparation work will occur without the presence of the AST.

The AST will conduct four (4) milestone inspections.

1. Pre-commencement inspection shall be conducted as follows:

   a. Notification in writing to the Consultant shall be made by the Abatement Contractor to request a pre-commencement inspection at least 48 hours in advance of the desired date of inspection. This inspection shall be requested prior to beginning preparatory work in another work area.

   b. The AST shall ensure that:

      i. The job site is properly prepared and that all containment measures are in place;

      ii. The designated supervisor shall present to the inspector a valid supervisor's license issued by the New York Department of Labor;

      iii. All workers shall present to the inspector a valid handler's license issued by the New York Department of Labor;

      iv. Measures for the disposal of removed asbestos material are in place and shall conform to the adopted standards;

      v. The Abatement Contractor has a list of emergency telephone numbers at the job site which shall include the monitoring firm employed by the Owner and telephone numbers for fire, police, emergency squad, local hospital and health officer.

   c. If all is in order, the AST shall issue a written notice to proceed in the field. If the job site is not in order, then any needed corrective action must be taken before any work is to commence. Conditional approvals shall not be granted.

Progress inspection shall be conducted as follows:

   a. Primary responsibility for ensuring that the abatement work progresses in accordance with these technical specifications and regulatory requirements rests with the Abatement Contractor. The AST shall continuously be present to observe the progress of work and perform required tests.

   b. If the AST observes irregularities at any time, he shall direct such corrective action as may be necessary. If the Abatement Contractor fails to take the corrective action required, or if the Abatement Contractor or any of their employees habitually and/or excessively violate the requirements of any regulation, then the AST shall inform the Owner who shall issue a Stop Work Order to the Abatement Contractor and have the work site secured until all violations are abated.

Clean-up inspections shall be conducted as follows:

a. Notice for clean-up inspection shall be requested by the Abatement Contractor at least 24 hours in advance of the desired date of inspection;

b. The clean-up inspection shall be conducted prior to the removal of any isolation or critical barriers and before final air clearance monitoring;

c. The AST shall ensure that:

i. The work site has been properly cleaned and is free of visible asbestos containing material and debris.

ii. All removed asbestos has been properly placed in a locked secure container outside of the work area.

d. If all is in order, the AST shall issue a written notice of authorization to remove surface barriers from the work area. All isolation barriers shall remain in place until satisfactory clearance air sampling has been completed.

4. Clearance Visual Inspection shall be conducted after the removal of non-critical plastic sheeting. The AST shall insure that:

a. The work area is free of all visible asbestos or suspect asbestos debris and residue.

b. All waste has been properly bagged and removed from the work area.

c. Should clearance visual inspection identify residual debris, as determined by the AST, the Abatement Contractor is responsible for recleaning the area at his own cost and shall bear all costs of reinspection until acceptable levels are achieved.

B. The Abatement Contractor shall be required to receive written approval before proceeding after each milestone inspection.

### 3.13 PERSONNEL AIR MONITORING – CONTRACTOR (29 CFR 1926.1101)

A. Personnel air monitoring shall be provided to determine both short-term (STEL) and full shift during when abatement activities occur. Personnel sampling shall be performed in each work area in order to accurately determine the concentrations of airborne asbestos to which workers may be exposed.

B. The Abatement Contractor shall have a qualified "Competent Person" (as specified in 29 CFR 1926 OSHA) to conduct personnel air monitoring.

C. The laboratory performing the air sample analysis shall be certified by NYS DOH ELAP and approved by the consultant.

D. Personnel air monitoring test results for OSHA Compliance. Results shall be posted at the work site within 24 hours of testing and copies supplied to the Owner within five (5) days of testing. Abnormalities shall be supplied to the Owner immediately.

## 3.14 CLEARANCE AIR MONITORING

A. Air samples will be collected in and around the work areas at the completion of abatement activities.

B. Clearance samples may be analyzed using PCM to maintain compliance with ICR-56.

C. If applicable, clearance samples will be analyzed using TEM to maintain compliance with ICR-56 and 40 CFR part 763 “Asbestos-Containing Materials in Schools; Final Rule and Notice” section 763.90.

D. ***RETESTING***
Should clearance air monitoring yield fiber concentrations above the “Clearance” criteria of either 0.01 fibers per CC and/or background levels (PCM) –OR- seventy (70) structures per square millimeter (TEM/AHERA), the Abatement Contractor is responsible for re-cleaning the area at his own cost and shall bear all costs associated with the retesting of the work area(s) including monitoring labor, sampling, analysis, etc. until such levels are achieved.

## 3.15 RESPIRATORY PROTECTION REQUIREMENT

A. Respiratory protection shall be worn by all individuals inside the work area from the initiation of the asbestos project until all areas have successfully passed clearance air monitoring in accordance with these specifications. The Abatement Contractor shall keep available at all times two PAPR's with new filters and charged batteries for use by authorized visitors.

B. All respiratory protection shall be MSHA/NIOSH approved in accordance with the provisions of 30 CFR Part II. All respiratory protection shall be provided by the Abatement Contractor, and used by workers in conjunction with the written respiratory protection program.

C. The Abatement Contractor shall provide respirators that meet the requirements of 29 CFR Parts 1910 and 1926.

1. Full facepiece Type C supplied-air respirators operated in pressure demand mode equipped with an auxiliary self- contained breathing apparatus, operated in pressure demand or continuous flow, shall be worn during gross removal, demolition, renovation and/or other disturbance of ACM whenever airborne fiber concentrations inside the work area are greater than 10.0 f/cc.

2. Full facepiece Type C supplied-air respirators operated in pressure demand mode with HEPA filter disconnect protection shall be work during gross removal, demolition, renovation and/or other disturbance of ACM with an amphibole content and/or whenever airborne fiber concentrations inside the work area are equal to or greater than 0.5 f/cc and less than or equal to 10.0 f/cc.

3. Full facepiece powered air-purifying respirators (PAPR) equipped with HEPA filters shall be worn during the removal, encapsulation, enclosure, repair and/or other disturbance of friable ACM if airborne fiber concentrations inside the work area are less than 0.5 f/cc. A supply of charged replacement batteries, HEPA filters and flow test meter shall be available in the clean room for use with powered air-purifying respirators. HEPA filters shall be changed daily or as flow testing indicates change is necessary. Any Type C supplied-air respirator operated in continuous flow, with HEPA filter disconnect protection, may be substituted for a powered air-purifying respirator.

4. Loose fitting helmets or hoods with powered air-purifying respirators (PAPR) equipped with HEPA filters may be worn during the removal, encapsulation, enclosure, repair and/or other disturbance of friable ACM if airborne fiber concentrations inside the work area are less than 0.25 f/cc. A supply of charged replacement batteries, HEPA filters and flow test meter shall be available in the clean room for use with powered air-purifying respirators. HEPA filters shall be changed daily or as flow testing indicates change is necessary. Any Type C supplied-air respirator operated in continuous flow may be substituted for a powered air- purifying respirator.

5. Half-mask or full-face air-purifying respirators with HEPA filters shall be worn only during the preparation of the work area and final clean up procedures provided airborne fiber concentrations inside the work area are less than 0.1 f/cc.

6. Use of single use dust respirators is prohibited for the above respiratory protection.

D. Workers shall be provided with personally issued and individually marked respirators. Respirators shall not be marked with any equipment that will alter the fit of the respirator in any way. Only waterproof identification markers shall be used.

E. The Abatement Contractor shall ensure that the workers are qualitatively or quantitatively fit tested by an Industrial Hygienist initially and every six months thereafter with the type of respirator he/she will be using.

F. Whenever the respirator design permits, workers shall perform the positive and negative air pressure fit test each time a respirator is worn. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.

G. No facial hair, which interferes with the face-to-mask sealing surface, shall be permitted to be worn when wearing respiratory protection that requires a mask-to-face seal.

H. Contact lenses shall not be worn in conjunction with respiratory protection.

I. If a worker wears glasses, a spectacle kit to fit their respirator shall be provided by the Abatement Contractor at the Abatement Contractor's expense.

J. Respiratory protection maintenance and decontamination procedures shall meet the following requirement:

1. Respiratory protection shall be inspected and decontaminated on a daily basis in accordance with OSHA 29 CFR 1910.134(b); and

2. HEPA filters for negative pressure respirators shall be changed after each shower; and

3. Respiratory protection shall be the last piece of worker protection equipment to be removed. Workers must wear respirators in the shower when going through decontamination procedures; and

4. Airline respirators with HEPA filtered disconnect shall be disconnected in the equipment room and worn into the shower. Powered air-purifying respirator facepieces shall be worn into the shower. Filtered/power pack assemblies shall be decontaminated in accordance with manufacturers' recommendations; and

5. Respirators shall be stored in a dry place and in such a manner that the facepiece and exhalation valves are not distorted; and

6. Organic solvents shall not be used for washing of respirators.

K. No visitors shall be allowed to enter the contaminated area if they do not have their medical certification and training certificate. Authorized visitors shall be provided with suitable PAPR respirators and instructions on the proper use of respirators whenever entering the work area.

## 3.16 DISPOSAL OF WASTE

A. APPLICABLE REGULATIONS

1. All asbestos waste shall be stored, transported and disposed of as per, but not limited to, the following Regulations:

   a. NYS Code Rule 56

   b. U.S. Department of Transportation (DOT)
   Hazardous Substances
   Title 29, Part 171 and 172 of the code of Federal Regulations
   regarding waste collector registration

   c. Regulations regarding waste collector registration Title 6, part 364 of the New York State Official Compilation of Codes, Rules and Regulations – 6 NYCRR 364

   d. USEPA NESHAPS 40 CRF 61

   e. USEPA ASBESTOS WASTE MANAGEMENT GUIDANCE EPA/530-SW-85-007

B. TRANSPORTER OR HAULER - The Abatement Contractor shall bear full responsibility for proper characterization, transportation and disposal of all solid or liquid waste, generated during the project, in a legal manner. The Owner shall approve all transportation and disposal methods.

1. The Abatement Contractor's Transporter (hauler) and disposal site shall be approved by the Owner. The Abatement Contractor shall remove within 48 hours all asbestos waste from the site after completing the clean up.

2. The Transporter must possess and present to the Owner's representative a valid New York State Department of Environmental Conservation Part 364 asbestos hauler's permit to verify license plate and permit numbers. The Owner's representative will verify the authenticity of the hauler's permit with the proper authority.

3. The Abatement Contractor shall give 24 hour notification prior to removing any waste from the site. All waste shall be removed from site only during normal working hours. No waste may be taken from the site without authorization from the Owner's representative.

4. The Abatement Contractor shall have the Transporter give the date and time of arrival at the disposal site.

5. The Transporter with the Abatement Contractor and Owner's consultant shall inspect all material in the transport container prior to taking possession and signing the Waste Manifest. The Transporter shall not have any off site transfers or be combined with any other off-site asbestos material.

6. The Transporter must travel directly to the disposal site with no unauthorized stops.

C. WASTE STORAGE CONTAINER

1. During loading and on site storage, the asbestos waste container shall be labeled with EPA Danger signage:

**DANGER**
**CONTAINS ASBESTOS FIBERS**
**AVOID CREATING DUST**
**CANCER AND LUNG DISEASE HAZARD**

2. The NYS DEC Hauler's Permit number shall be on both sides and back of the container.

3. The Container will not be permitted to leave the site without the proper signage.

4. A copy of the completed waste manifest shall be forwarded directly to the Owner's Consultant by the disposal facility.

5. Packaging of Non-friable Asbestos. Use of an open top container shall require written request, by the Contractor, and written approval by the Owners Representative, and be performed in compliance with all applicable regulations.

   a) A chute, if used, shall be air/dust tight along its lateral perimeter and at the terminal connection to the dumpster at ground level (solid wall and top container). The upper end of the chute shall be furnished with a hinged lid, to be closed when the chute is not being used.

   b) The container shall be lined with a minimum of two (2) layers of 6 mil. Fire-retardant polyethylene draped loosely over the sides so as to facilitate being wrapped over the top of the load and sealed prior to transport from the site.

   c) Prior to transport from the work site the Dumpster will be disconnected from the chute and sealed air/dust tight utilizing six mil plastic and tape. The waste material will be transported as an asbestos containing material by appropriate legal methods.

6. Packaging Friable Asbestos.

   a) The container shall be a solid wall, hard top and lockable container.

   b) The container shall be locked upon arrival at the site to restrict access. Security shall be provided at the entrance to the container during the loading process and immediately locked upon completion.

   c) The interior walls, floor and ceiling shall be lined with two (2) layers of 6 mil. Fire-retardant polyethylene.

d) The waste shall be loaded in such a manner as to protect the integrity of the individual waste packages.

e) Prior to transport from the work site the interior of the Dumpster will sealed air/dust tight utilizing six mil plastic and tape. The waste material will be transported as an asbestos containing material by appropriate legal methods.

D. WASTE DISPOSAL MANIFEST

1. The Asbestos Waste Manifest shall be equivalent to the "Waste Shipment Record" included in 40 CFR 61. A copy of the Contractor's manifest shall be reviewed by the Owner's Consultant and shall be the only manifest used.

2. The Manifest shall be verified by the Owner's Consultant indicating that all the information and amounts are accurate and the proper signatures are in place.

3. The Manifest shall have the signatures of the Abatement Contractor and the Transporter prior to any waste being removed from the site.

4. The Manifest shall be signed by the Disposal Facility owner or operator to certify receipt of asbestos containing materials covered by the manifest.

5. A copy of the completed manifest shall be provided by the Abatement Contractor to the Owner's Consultant and remain on site for inspection.

6. Abatement Contractor shall maintain a waste disposal log which indicates load number, date and time left site, container size, type of waste, quantity of waste, name of hauler, NYS DES permit number, trailer and tractor license number, and date manifest was returned to Consultant.

7. The Disposal Facility owner or operator shall return a signed copy of the Waste Manifest directly to:

**Monroe-Woodbury CSD**

**278 Route 32**

**Central Valley, NY 10917**

**ATTN: Andrzej Rudiak**

8. Copies of the completed Waste Manifest are to be sent by the disposal facility to the Hauler and Abatement Contractor.

9. Submit signed dump tickets and manifests with final payment request.

10. Final payment request will not be honored without signed dump ticket or manifests accounting for all asbestos waste removed from the site.

E. VIOLATIONS OF SPECIFICATIONS

1. Violations of the safety, hygiene, environmental, procedures herein, any applicable federal, and state of local requirement s or failure to cooperate with the Owner's representative shall be grounds for dismissal and/or termination of this contract.

F. VIOLATIONS OF NO SMOKING POLICY

1. The Federal Pro Children Act of 1994 prohibits School District Officials from smoking in any buildings or on the grounds that is property of the School District. The District shall be considered smoke free. The School District strongly enforces its' No Smoking Policy. It is the Contractor's responsibility to inform all workers of this policy. Any worker(s) involved with this project that are found smoking or using tobacco products will be informed that they are in violation of the Federal and State Law and School Board Policy and will be removed from site.

**3.17. A LOCATION OF MONROE-WOODBURY CSD – PHASE 3: 2023 BOND WORK – BASE BID**

***(Please see attached Drawings for approximate locations)***

1) **Monroe-Woodbury Middle School (Interiors) – Floor Tile and Mastic Abatement:**

- Asbestos abatement contractor responsible for complete and total removal and disposal of approximately 1,275 SF of non-friable floor tile and mastic to non-ACM concrete slab substrate. Asbestos abatement contractor is responsible for providing all demolition activities required to access materials, as well as for providing all labor, equipment, and materials necessary**.** All necessary plumbing, electrical and/or mechanical disconnects to be performed by general contractor. After final air clearance, the substrates shall be washed with a neutralizing agent to prepare the substrate to accept new floor covering(s) and eliminate residual odors. The owner and/or general contractor responsible for re-installations of non-asbestos floor finishes. Areas and approximate quantities of ACM floor tile and mastic abatement are as follows:
  Room 140A, Office / Storage Room – 75 SF
  Room 200, Throughout – 1200 SF (Includes Office and Prep Rooms)

2) **Monroe-Woodbury Middle School (Interiors) – Cementitious Panel/Sill Abatement:**

- Asbestos abatement contractor responsible for complete and total removal and disposal of approximately 240 SF of non-friable cementitious panels to non-ACM substrate. Asbestos abatement contractor is responsible for providing all demolition activities required to access materials, as well as for providing all labor, equipment, and materials necessary**.** All necessary plumbing, electrical and/or mechanical disconnects to be performed by general contractor. The owner and/or general contractor responsible for re-installations of any non-asbestos materials. Areas and approximate quantities of ACM Transite Panel/Sill abatement are as follows:
  Room 200, Prep Room, Lab Hoods – 200 SF
  Rooms 236 and 237, Windowsills – 40 SF

3) **North Main ES (Interiors) – Pipe Insulation and Mudded Joint Packing Abatement:**

- Asbestos abatement contractor responsible for removal of approximately 1,100 LF of friable asbestos-containing pipe insulation on metal pipe runs and friable asbestos-containing mudded joint packing on metal pipe fittings to cleanable non-ACM metal substrate. Asbestos abatement contractor is responsible for providing all demolition activities required to access materials, as well as for providing all labor, equipment, and materials necessary. All necessary plumbing, electrical and/or mechanical disconnects to be performed by general contractor. The owner and/or general contractor responsible for any re-installation of non-asbestos insulation. Below is a breakdown of approximate quantities by building area:
  Basement, Rooms G-1, G-2., G-3, Hallway and Bathrooms – 300 LF
  1st Floor, A and B Wings (Rooms 100-130, Including Gymnasium and Kitchen Area) – 500 LF
  1st Floor, C Wing (Rooms 200-211 and Bathrooms) – 300 LF[A] (Assumed concealed inside non-ACM plaster walls/ceilings)

  A) Note: No ACM Pipe Insulation observed in original build history, all visible insulation replaced previously with non-suspect fiberglass. Abatement contractor to coordinate with general contractor to conduct probes for concealed piping behind non-ACM plaster walls. Please see mechanical drawing H101C for extent of plumbing demolition.

**4) <u>North Main ES (Interiors) – Ceiling Tile Glue Dab Abatement:</u>**

- Asbestos abatement contractor responsible for removal of approximately 200 SF of non-friable asbestos-containing glue dabs and associated non-ACM 1'x1' ceiling tiles to non-ACM plaster ceiling substrate. Asbestos abatement contractor is responsible for providing all demolition activities required to access materials, as well as for providing all labor, equipment, and materials necessary. All necessary plumbing, electrical and/or mechanical disconnects to be performed by general contractor. The owner and/or general contractor responsible for any re-installation of non-asbestos insulation. Below is a breakdown of approximate quantities by building area:
  2nd Floor, Room 301, above suspended ceiling – 150 SF
  2nd Floor, Stairwell 2 Storage Closet – 50 SF

**END OF LOCATION OF WORK**

## 3.18 GENERAL

A. The Abatement Contractor will be responsible for repairing all building components damaged during abatement including, but not limited to: ceiling tiles, ceiling finishes, wall finishes, floor finishes, etc.

B. The Abatement Contractor shall be responsible for all demolition required to access materials identified in scope of work and on associated drawings.

C. Concealed conditions that are exposed and may require additional work shall be brought to the attention of the Owner immediately. The Abatement Contractor shall not abate these areas without a written notice to proceed. Additional asbestos abatement performed prior to the order to proceed will not be acknowledged.

D. The Abatement Contractor shall remove asbestos-containing floor covering to the building substrate beneath; in areas indicted. Subsequent to final air clearance the substrate shall be washed with a neutralizing agent to prepare the substrate to accept new floor covering and eliminate residual odors.

E. Power tools used to drill, cut into or otherwise disturb asbestos containing material shall be equipped with HEPA filtered local exhaust ventilation.

F. The Abatement Contractor shall provide access to GFCI electrical power, required to perform the area air monitoring for this project, within and immediately adjacent to each work area.

G. Unwrapped or unbagged ACM shall be immediately placed in an impermeable waste bag or wrapped in plastic sheeting.

H. Coordinate all removal operations with the Owner.

**Asbestos Employee Medical Examination Statement**
**Certificate of Worker Release**
**Asbestos Employee Training Statement**
**CERTIFICATE OF WORKERS'S ACKNOWLEDGEMENT**

PROJECT NAME: **Monroe-Woodbury CSD – Phase 3: 2023 Bond Work @**
**Monroe-Woodbury Middle School and North Main Elementary School**

CONTRACTOR'S NAME: _____

WORKING WITH ASBESTOS INVOLVES POTENTIAL EXPOSURE TO AIRBORNE ASBESTOS FIBERS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER AND RESPIRATORY DISEASES. SMOKING CIGARETTES AND INHALATION OF ASBESTOS FIBERS INCREASES THE RISK THAT YOU WILL DEVELOP LUNG CANCER ABOVE THAT OF THE NON-SMOKING PUBLIC.

The Contract for this project requires your employer to 1) supply proper respiratory protection devices and training on their use 2) provide training on safe work practices and on use of the equipment used on the project 3) provide a medical examination meeting the requirements of 29 CFR 1926.1101. Your signature on this certificate, documents that your employer has fulfilled these contractual obligations and you understand the information presented to you.

****DO NOT SIGN THIS FORM UNLESS YOU FULLY UNDERSTAND THIS INFORMATION****

RESPIRATORY PROTECTION: I have been trained in the proper use and limitations of the type of respiratory protection devices to be used on this project. I have reviewed the written respiratory protection program manual and a copy is available for my use. Respiratory protection equipment has been proved, by the Contractor, at no cost to me.

TRAINING COURSE: I have been trained in the risks and dangers associated with handling asbestos, breathing asbestos dust, proper work procedures, and personal protection and engineering controls. I have satisfactorily completed and Asbestos Safety Training Program for New York State and have been issued a New York State Department of Health Certificate of Asbestos Safety Training.

MEDICAL EXAMINATION: I have satisfactorily completed a medical examination within the last 12 months that meets the OSHA requirement for an asbestos worker and included at least 1) medical history 2) pulmonary function 3) medical examination 4) approval to wear respiratory protection devises and may have included an evaluation of a chest x-ray.

Signature: _____Date_____

Printed Name: _____SS#:_____

Witness: _____Date:_____

**RETURN THIS EXECUTED FORM WITH COMPLETED BID SHEET**

**Monroe-Woodbury CSD – Phase 3: 2023 Bond Work @**

**Monroe-Woodbury Middle School and North Main Elementary School**

**ESTIMATE OF ACM QUANTITIES**

**********

**EACH ABATEMENT CONTRACTOR SHALL READ AND ACKNOWLEDGE THE FOLLOWING NOTICE. A SIGNED AND DATED COPY OF THIS ACKNOWLEDGMENT SHALL BE SUBMITTED WITH THE ABATEMENT CONTRACTOR'S BID FOR THIS PROJECT. FAILURE TO DO SO MAY, AT THE SOLE DISCRETION OF THE OWNER, RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE AND RESULT IN DISQUALIFICATION OF THE ABATEMENT CONTRACTOR'S BID ON THIS PROJECT.**

**********

*** **NOTICE** ***

***The linear and square footages listed within this specification are approximates. Abatement Contractor is required to visit the work locations prior to bid submittal in order to take actual field measurements within each listed location. The Abatement Contractor shall base their bid on actual quantities determined, by them, at the site walkthrough. Estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project.***

**********

**Acknowledgment:** I have read and understand the above **NOTICE** regarding removal quantity estimates and understand that estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project. The Abatement Contractor's signatory represents to the Owner that he/she has the authority of the entity he/she represents to sign this agreement on its behalf.

Company Name: _____
Type or Print

BY: _____ _____ _____
Signature Title Date

Print Name: _____

**RETURN THIS EXECUTED FORM WITH COMPLETED BID SHEET**

**ASSOCIATED ASBESTOS REMOVAL LOCATION DRAWINGS**

- ***Monroe-Woodbury CSD: Phase 3 Bond Work***
  **DRAWING #MWMS A001 –** Monroe-Woodbury MS 1st Floor Asbestos Removal Locations
  **DRAWING #MWMS A002 –** Monroe-Woodbury MS 2nd Floor Asbestos Removal Locations
  **DRAWING #NMES A001 –** North Main ES Basement Asbestos Removal Locations
  **DRAWING #NMES A002 –** North Main ES 1st Floor Asbestos Removal Locations

**END OF SPECIFICATION**
**SECTION 020800**

# SECTION 075323
# ETHYLENE PROPYLENE DIENE MONOMER MEMBRANE ROOFING

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Vapor retarder.

B. Substrate board.

C. Roof insulation.

D. Cover boards.

E. Base sheet materials.

### 1.02 RELATED REQUIREMENTS

A. Drawings and general provision of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Section 061063 - MISCELLANEOUS ROUGH CARPENTRY: Wood cant strips.

### 1.03 REFERENCE STANDARDS

A. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.

B. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2024.

C. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2025.

D. ASTM D41/D41M - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing; 2011 (Reapproved 2023).

E. ASTM D2178/D2178M - Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing; 2015a (Reapproved 2021).

F. ASTM D4637/D4637M - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane; 2015, with Editorial Revision (2022).

G. ASTM D6083/D6083M - Standard Specification for Liquid-Applied Acrylic Coating Used in Roofing; 2021.

H. FM (AG) - FM Approval Guide; current edition.

I. FM 4470 - Examination Standard for Single-Ply, Polymer-Modified Bitumen Sheet, Built-Up Roof (BUR) and Liquid Applied Roof Assemblies for Use in Class 1 and Noncombustible Roof Deck Construction; 2022.

J. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

K. UL 790 - Standard for Standard Test Methods for Fire Tests of Roof Coverings; Current Edition, Including All Revisions.

### 1.04 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene preinstallation meeting one week before starting work of this section; require attendance by affected installers; review preparation, installation procedures, coordination, and scheduling necessary for related work.

## 1.05 SUBMITTALS

A. See Section 013300 - Submittal Procedures, for submittal procedures.

B. Product Data: Provide data indicating membrane materials, flashing materials, insulation, vapor retarder, surfacing, and fasteners.

C. Shop Drawings: Provide roofing system plans, elevations, sections, details, and attachment details to other work, including:
   1. Base flashings, cants, and membrane terminations.
   2. Tapered insulation, including slopes.
   3. Crickets, saddles, and tapered edge strips, including slopes.
   4. Insulation fastening patterns.

D. Samples: Provide for each product specified.

E. Manufacturer's qualification statement.

F. Installer's Qualification Statement: Confirmation installer approved, authorized, or licensed by manufacturer to properly install roofing system.

G. Maintenance Data: Latest published documents.

H. Guarantees: Provide manufacturer's current guarantee specimen for the following:
   1. Roofing subcontractor to provide copy of final System Assembly Letter issued by Johns Manville Roofing Systems, indicating products and system installed eligible to receive specified manufacturer's guarantee when installed by certified Johns Manville contractor, in accordance with manufacturer's application requirements, and inspected and approved by Johns Manville technical representative.
   2. Prior to roofing system installation, roofing subcontractor to provide copy of Guarantee Application Confirmation document issued by John Manville Roofing Systems, indicating project has been reviewed for eligibility to receive specified guarantee and registered.

I. Testing firm's qualification statement.

## 1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.

B. Installer Qualifications: Company specializing in performing work of this section with minimum three years documented experience.

C. Testing Firm Qualifications: Company specializing in performing work of type specified and approved by manufacturer.
   1. Test Reports:
      a. Roof drain and leader test or submit plumber's verification.
      b. Core cutting, if requested.
      c. Roof deck fastener pullout test, if required.
      d. Bonded pull test, if required.
   2. Source Limitations: Obtain components from one single-source roofing system manufacturer to guarantee product quality consistency.
   3. Fire-Test Response Characteristics: Roofing materials to comply with characteristics indicated as determined by testing identical products, using test methods listed herein by UL or another testing and inspection agency considered the standard.

### 1.07 DELIVERY, STORAGE, AND HANDLING

A. See Section 017419 - Construction Waste Management and Disposal for packaging waste requirements.

B. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact, product brand name, type, date of manufacture, and directions for storage.

C. Store materials in weather-protected environment; do not place directly on ground, and protect from moisture.

D. Ensure materials' storage and staging does not exceed static and dynamic loadbearing roof decking capacities.

E. Store liquid materials in original, undamaged containers, in clean, dry, protected location, and within temperature range required by roofing system manufacturer.

F. Protect roof insulation materials from physical damage and deterioration by sunlight, moisture, soiling, and other sources. Comply with insulation manufacturer's written instructions for handling, storing, and protection during installation.

G. Protect foam insulation from direct exposure to sunlight.

### 1.08 FIELD CONDITIONS

A. Do not apply roofing membrane during unsuitable weather.

B. Do not apply roofing membrane when ambient temperature below 40 degrees F or above 110 degrees F.

C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation expected or occurring.

D. Protect materials vulnerable to water or sun damage during day that work occurs.

E. Schedule applications so no partially completed roof sections left exposed at end of workday.

### 1.09 WARRANTY

A. See Section 017700 - Closeout Procedures, for additional warranty requirements.

B. Provide manufacturer's system guarantee equal to Johns Manville's Peak Advantage No Dollar Limit Roofing System Guarantee:
   1. Single-source special guarantee includes roofing membrane, accessories, basic flashing, and other approved single-source components of roofing system marketed by manufacturer, including roof insulation.
   2. Warranty Period: 20 years from Date of Substantial Completion.

C. Installer's Warranty: Submit roofing Installer's Warranty, including components of roofing system for a guarantee period of two years from Date of Substantial Completion.

D. Existing Warranties: Ensure warranties on existing building elements not affected by project scope of work. Installer responsible for coordinating with building Owner's representative to verify compliance.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

A. Johns Manville - Commercial Roofing Systems: www.jm.com/#sle.

B. Versico.- VersiGard - www.versico.com
C. Mule-Hide Products - www.mulehide.com
D. Holcim Elevate - EPDM Roofing Systems: holcimelevate.com
E. Carlisle - EPDM Roofing Systems: carlislesyntec.com
F. Subsitutions: See Section 016000 - Product Requirements.
G. Source Limitations: Furnish products produced by single manufacturer and obtained from single supplier.

**2.02 PERFORMANCE CRITERIA**

A. General: Install watertight roofing membrane system, resist specified wind uplift pressures, thermally induced movement, and exposure to weather without failure.
B. Material Compatibility: Ensure roofing materials compatible with one another under conditions of service and application required, as demonstrated by roofing system manufacturer based on testing and field experience.
C. Installer to comply with current code requirements from authority having jurisdiction.
D. Wind Uplift Performance: Roofing system to meet intent of systems successfully tested by qualified testing and inspecting agency to resist wind uplift pressure calculated in accordance with ASCE 7.
E. Fire Test Response Characteristics: Provide roofing materials with characteristics as determined by testing identical products with UL test method below or comparable testing and inspecting agencies acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
   1. Exterior Fire Test Exposure: UL 790, Class A, for applications and roof slopes indicated.

**2.03 EPDM MEMBRANES**

A. EPDM Membrane Materials:
   1. Thickness: 60 mils, 0.060 inch.
   2. Product: JM EPDM NR.

B Non- Reinforced Uniform Fabric:
   1. Flexible sheet made from Ethylene Propylene Diene Monomer, ASTM D4637/D4637M, Type II.
   2. Thickness: 60 mils, 0.060 inch.
   3. Exposed Face Color: Black.
   4. Factory Inseam Tape: 6 inches wide minimum, butyl splice tape with release film.
   5. Product: JM EPDM NR.
   6. Substitutions: See Section 016000 - Product Requirements.

**2.04 VAPOR RETARDER**

A. Self-Adhered SBS Vapor Retarder:
   1. Tri-laminate woven polyethylene, nonslip UV protected top surface; suitable for application method specified. Basis of design: JM Vapor Barrier SAR.

B. Self-Adhered Primer:
   1. One-part penetrating primer solution to enhance the adhesion of self-adhering membranes. Basis of design: SA Primer Low VOC

C. Torch-applied SBS Vapor Retarder:
   1. Smooth-surfaced, torch-grade SBS base ply with fiberglass reinforcement.

## 2.05 SUBSTRATE BOARD (STEEL AND GYPSUM DECK)

A. Gypsum Board:
   1. Heavy-duty coated glass-mat facer, water-resistant gypsum substrate for adhered roof applications, complying with ASTM C1177/C1177M.
      a. Products: JM Dens Deck Prime Roof Board.

## 2.06 ROOF INSULATION

A. Standard:
   1. Preformed roof insulation boards complying with requirements and referenced standards, selected from material sizes and thicknesses indicated. Provide insulation package with minimal R Value: 30 required by code Energy Code of the State of NY.
   2. Provide insulation package in multiple layers.
   3. Minimum Long-Term Thermal Resistance (LTTR): 5.7 per inch, determined in accordance with CAN-ULC-S770 at 75 degrees F.
      a. Polyisocyanurate Board Insulation:
         1) In accordance with ASTM C1289, Type II, Class 1, Grade 2 (20 psi).
         2) Products: JM ENRGY 3 or approved equal.

B. Tapered Insulation:
   1. Factory-tapered insulation boards fabricated to slope of1/8" inch per 12 inches, unless indicated otherwise.
      a. Polyisocyanurate Board Insulation, Tapered:
         1) In accordance with ASTM C1289, Type II, Class 1, Grade 2 (20 psi).
         2) Products: JM Tapered ENRGY 3.

C. Insulation Accessories:
   1. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
      a. Provide saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.
         1) Products: JM Tapered Fesco Edge Strip or approved equal.
      b. Fasteners: Factory-coated steel fasteners with metal or plastic plates designed for fastening roof insulation to substrate and furnished by roofing system manufacturer. Comply with corrosion-resistant provisions in FM 4470.
         1) Products: JM UltraFast Fasteners and UltraFast Plates or approved equal
      c. Urethane Adhesive: Manufacturer's two-component polyurethane adhesive formulated to adhere insulation to substrate.
         1) Products: JM Two-Part Urethane Insulation Adhesive (UIA) or approved equal.
      d. Wood Nailer Strips: See Section 061063.

## 2.07 COVER BOARDS

A. Polyisocyanurate Boards: Faced with high compressive strength polyisocyanurate insulation, complying with ASTM C1289.
   1. Classifications:
      a. Type II - Bonded in-line to fiberglass reinforced facer.
         1) Class 1 - Faced with glass-reinforced facers on both major surfaces of closed cell foam core. Product thickness of 1/2 inch (12.7 mm).
            (a) Compressive Strength: Grade 2, 20 psi, minimum.
         2) Board Size: 48 by 96 inches.

3) Board Thickness: 1/2 inch.
4) Thermal Resistance at 1/2 inch Thick, R-Value (RSI-Value): 2.8.
5) Products: JM SeparatoR.

b. Type II - Bonded in-line to inorganic coated glass facer.
1) Class 2 - Faced with inorganic coated glass facers on both major surfaces of closed cell polyisocyanurate foam core. This product used at maximum thickness of 1/2 inch (12.7 mm).
(a) Compressive Strength: Grade 3, 25 psi, minimum.
2) Board Size: 48 by 96 inches.
3) Board Thickness: 1/2 inch.
4) Thermal Resistance at 1/2 inch Thick, R-Value (RSI-Value): 2.9.
5) Products: JM SeparatoR CGF.

## 2.08 NOT USED

## 2.09 AUXILIARY ROOFING MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing:
1. Liquid-type auxiliary materials meet VOC limits of authorities having jurisdiction.

B. Sheet Flashing: Internally reinforced or scrim reinforced.
1. Product: JM EPDM Peel & Stick Flashing.

C. Primer Material: Synthetic-rubber polymer.
1. Products: JM EPDM Tape Primer Plus.

D. Liquid-Applied Flashing: Single-ply liquid and fabric-reinforced flashing system created with fleece polyester scrim and two-component, polyurethane-based, liquid-applied flashing material, consisting of liquid resin.
1. Products: JM SP Liquid Flashing Resin and JM SP Liquid Flashing Scrim curing agent.

E. Seaming Material: Butyl splice tape with release film.
1. Product: 3 inches wide, minimum, EPDM Seam Tape Plus butyl splice tape.

F. Sealing Strip: 6 inches wide, 45 mil, 0.045 inch thick minimum, cured EPDM with factory-laminated, self-adhering seam tape.
1. Product: JM EPDM Peel & Stick Sealing Strip.

G. Bonding Adhesive: Solvent-based bonding adhesive for membrane. Serviceable Installation Ambient Air Temperature: 25 degrees F and rising.
1. Products: JM All Season Sprayable Bonding Adhesive.

H. Flashing Adhesive: Solvent-based bonding adhesive for base flashings. Serviceable Installation Ambient Air Temperature: 25 degrees F and rising.
1. Products: JM Membrane Bonding Adhesive (TPO and EPDM).

I. Slip Sheet: Manufacturer recommended slip sheet of type required for application.

J. Protection Mat: Nominal 7 oz/yd^2 needle-punched, UV-resistant polypropylene fabric.

K. Metal Termination Bars: Standard predrilled stainless steel or aluminum bars with anchors.
   1. Product: JM Termination Systems.

L. Membrane Battens: Manufacturer recommended polymer or aluminum-zinc-alloy coated, prepunched steel sheet.

M. Fasteners (steel wood, and concrete deck areas): Factory-coated steel fasteners and metal plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane to substrate, and acceptable to membrane roofing system manufacturer. Basis of design:
   1. At steel and wood deck areas: High Load Fasteners and Plates
   2. At concrete deck areas: All Purpose Fasteners and High Load Plates

N. Polymer Fasteners (tectum and gypsum deck areas): Glass-reinforced nylon fasteners with ¼" square drive and 1" head with Galvalume®*-coated 2" metal stress plates, designed to lock into the fastener head. Fasteners designed for fastening roof insulation to substrate and furnished by roofing system manufacturer. Basis of design: Polymer Auger Fasteners and Plates.

O. Miscellaneous Accessories: Provide accessories to meet roofing manufacturer's warranty requirements.

### 2.10 WALKWAYS

A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads.
   1. Product: JM EPDM Peel & Stick Walkpads.

## PART 3 EXECUTION

### 3.01 EXAMINATION

A. Verify surfaces and site conditions ready to receive work.

B. Verify deck supported and secure.

C. Verify deck clean and smooth, flat, free of depressions, waves, or projections, sloped according to drawings and correct installation of roof system.

D. Verify deck surfaces dry and free of snow or ice.

E. Verify roof drains securely clamped in place.

F. Verify roof openings, curbs, blocking, nailers, and penetrations through roof are solidly set, and cant strips in place. Thickness of nailers to match thickness of insulation.

G. Ensure rigidity and proper slope for drainage for decking materials.

H. Verify deck securely fastened with no projecting fasteners and adjoining deck units no greater than 1/16 inch out-of-plane relative to each other.

I. Bring unacceptable panels to the attention of General Contractor and Project Owner's Representative and correct or replace with appropriate panels of like material prior to installation of roofing system.

J. Wood Deck
   1. Confirm dry deck by moisture meter with 12 percent moisture maximum.
   2. Verify wood provides minimum fastener pullout resistance.

### 3.02 PREPARATION

A. General
   1. Clean and remove from substrate sharp projections, dust, debris, moisture, and other substances detrimental to roofing installation, in accordance with roofing system manufacturer's written instructions.
   2. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto other adjacent surfaces.

3. If applicable, prime surface of deck with primer at rate recommended by roofing manufacturer and allow primer to dry.
4. Proceed with installation steps only after correcting unsatisfactory conditions.

B. Reroofing Preparation
1. Remove area no larger than one day's worth of reroofing. Remove roofing membrane, surfacing, coverboards, insulation, fasteners, asphalt, pitch, adhesives, and other related materials.
2. Tear out base flashings, counterflashings, pitch pans, pipe flashings, vents, sumps, and like components necessary for new membrane applications.
3. Remove abandoned equipment curbs, skylights, smoke hatches, and penetrations. Install new decking to match existing, adjoining decking material.
4. Raise HVAC units and other equipment supported by curbs to conform with the following:
   a. If necessary, disconnect connections to existing HVAC units, work done by appropriate, licensed tradesmen, and coordinated by General Contractor.
   b. Modify curbs as required to provide minimum 8 inches of base flashing height measured from surface of new membrane to top of flashing membrane.
   c. Secure existing flashing and install new metal counterflashing prior to reinstallation of units.
   d. Elevate perimeter nailers to match elevation of new roof insulation.
   e. Ensure removal of roof surface debris. Do not store demolished roof system material on roof surface.

## 3.03 INSTALLATION - MEMBRANE

A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.

B. Shingle joints on sloped substrate in direction of drainage.

C. Refer to membrane manufacturer's installation instructions regarding installation direction and backnailing, where roof slope exceeds 0.5 inch per 12 inches (1:24).

D. Cooperate with testing and inspecting agencies engaged to perform testing services for roofing system installation.

E. Coordinate roofing system installation to ensure insulation and other roofing membrane components not permanently exposed are not subjected to precipitation or left uncovered at end of each work day, or if rain imminent:
1. Provide tie-offs at end of each work day to cover exposed roofing membrane sheets and insulation. Complete terminations, base flashing, and provide temporary seals to prevent water from entering completed sections of roofing system. Remove and discard temporary seals before beginning work on adjoining roofing.

F. Adhered Roofing Membrane Installation:
1. Install roofing membrane over area to receive roofing in accordance with membrane roofing system manufacturer's written instructions.
2. Unroll roofing membrane and allow to relax before installing.
3. Align roofing membrane, stagger end laps, and maintain uniform side and end laps of minimum dimensions required by manufacturer.
4. Bonding Adhesive: Apply solvent-based bonding adhesive to substrate and underside of roofing membrane at rate required by manufacturer and allow to partially dry before installing roofing membrane. Do not apply bonding adhesive to splice area of roofing membrane.
5. Mechanically fasten roofing membrane securely at terminations, penetrations, and perimeter of roofing.

6. Apply roofing membrane with side laps shingled along slope of roof deck where possible.
7. Field-Fabricated Seam Installation: Clean and prime both faces of splice areas, apply splice tape and firmly roll side and end laps of overlapping roofing membrane according to manufacturer's written instructions to ensure watertight seam installation. Apply lap sealant and seal exposed edges of roofing membrane terminations.
8. Tape-to-Tape Installation: Align membrane for appropriate overlap, remove release liners and firmly roll side and end laps of overlapping roofing membranes according to manufacturer's written instructions to ensure watertight seam installation.
9. Tape-to-Standard Sheet Installation: Align membrane for appropriate overlap, clean and prime nontaped face of splice area, remove release liners and firmly roll side and end laps of overlapping roofing membranes according to manufacturer's written instructions to ensure watertight seam installation.
10. Spread sealant or mastic bead over deck drain flange at deck drains and securely seal roofing membrane with clamping ring.

G. Around roof penetrations, seal flanges and flashings with flexible flashing.

H. Coordinate installation of roof drains and sumps and related flashings.

### 3.04 INSTALLATION - VAPOR RETARDER AND INSULATION, UNDER MEMBRANE

A. Install polyethylene sheet vapor retarder as loose-laid single layer over area to receive vapor retarder, with side and end-lapping each sheet minimum of 2 inches and 6 inches, respectively. Ensure side and end laps securely sealed.

B. Install modified bituminous vapor retarder sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:
1. Unroll roofing bituminous vapor retarder sheet according to roofing manufacturer.
2. Torch-apply vapor retarder to substrate according to roofing system manufacturer's instruction.
3. Adhere vapor retarder in full mopping of hot asphalt to substrate according to roofing system manufacturer's instruction.
4. Self-adhere vapor retarder to substrate according to roofing system manufacturer's instruction.

C. Laps: Align roofing membrane sheets without stretching, and maintain uniform side and end laps. Stagger end laps and completely bond and seal laps, leaving no voids. Repair tears and voids in laps and lapped seams not completely sealed.

D. Completely seal vapor retarder at terminations, obstructions, and penetrations, to prevent air movement into membrane roofing system.

E. Cover Boards: Mechanically fasten cover boards in accordance with roofing manufacturer's instructions and FM (AG) Factory Mutual requirements.

F. Lay subsequent layers of insulation with joints staggered minimum 6 inches from joints of preceding layer.

G. On metal deck, place boards parallel to flutes with insulation board edges bearing on deck flutes.

H. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.

I. Apply only enough insulation to cover membrane within one work day.

### 3.05 INSTALLATION - SUBSTRATE BOARD

A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.

### 3.06 INSTALLATION - INSULATION

A. Standard Installation:
   1. Coordinate installation of roof system components so insulation and cover board not exposed to precipitation or left exposed at end of each work day.
   2. Install tapered insulation under area of roofing to conform to slopes indicated.
   3. Install insulation boards with long joints in continuous straight line. Stagger joints between rows, abutting edges. Fill gaps exceeding .25 inch with like materials.
   4. Install two or more layers with joints of each succeeding layer staggered minimum of 6 inches from joints of previous layer.
   5. Trim surface of insulation boards where necessary at roof drains so completed surface is flush and does not restrict flow of water.
   6. Install tapered edge strips at perimeter edge of roof not terminating at vertical surfaces.

B. Adhered Installation:
   1. Install each layer in two-part urethane adhesive according to roofing system manufacturer's instruction.
   2. Install each layer to resist uplift pressure at corners, perimeter, and entire roof field.

### 3.07 INSTALLATION - COVER BOARDS

A. Coordinate installing membrane roofing system components so cover board not exposed to precipitation or left exposed at end of each work day.

B. Comply with membrane roofing system manufacturer's written instructions for installing roof cover boards.

C. Install cover board with long joints in continuous straight line. Stagger joints between rows, abutting edges, and ends as directed by manufacturer's written instructions. Fill gaps exceeding .25 inch with cover board. Cut and fit cover board within .25 inch of nailers, projections and penetrations.

D. Trim surface of cover board where necessary at roof drains so completed surface is flush and does not restrict flow of water. Install tapered edge strips at perimeter edges of roof not terminating at vertical surfaces.

E. Adhered Cover Board Installation:
   1. Install each layer in two-part urethane adhesive according to roofing system manufacturer's instruction.
   2. Install each layer to resist uplift pressure at corners, perimeter and entire roof field.

### 3.08 INSTALLATION - BASE SHEET

A. Install one lapped base sheet course and mechanically fasten to substrate according to roofing system manufacturer's written instructions:
   1. Enhance fastening rate along perimeter and corner zones, according to code requirements, including wind uplift system minimums and manufacturer's warranty requirements.

B. Comply with roofing manufacturer's written instructions for installing roof insulation.

### 3.09 INSTALLATION - BASE FLASHING

A. Apply solvent-based bonding adhesive at required rate and allow to dry partially. Do not apply bonding adhesive to seam area of flashing.

### 3.10 NOT USED

### 3.11 INSTALLATION - EDGE METAL

A. Examine substrates and conditions under which sheet metal flashings and trim installed and verify work can commence. Do not proceed with installation until unsatisfactory conditions corrected.

B. Provide edge details as indicated on drawings. Install in accordance with membrane manufacturer's requirements and SMACNA (ASMM) Architectural Sheet Metal Manual.

C. Join individual sections in accordance with membrane manufacturer's requirements and SMACNA (ASMM) Architectural Sheet Metal Manual.

### 3.12 INSTALLATION - WALKWAYS

A. Flexible Walkways: Install walkway products in locations indicated. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

B. Roof-Paver Walkways: Install walkway roof pavers with applicable slip sheet according to manufacturer's written instructions in locations indicated. Leave 3 inches of space between adjacent roof pavers.

### 3.13 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for additional requirements.

B. Owner to provide testing services, and Contractor to provide temporary construction and materials for testing in accordance with requirements.

C. Provide daily on-site attendance of roofing and insulation manufacturer's representative during installation of this work.

D. Final Roof Inspection: Arrange for roofing system manufacturer's technical representative to inspect roofing installation upon completion, and submit report to Architect for approval.

E. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.

F. Perform additional testing and inspecting to determine compliance of replaced or additional work with specified requirements, at General Contractor's expense.

### 3.14 CLEANING

A. See Section 017000 - Execution and Closeout Requirements for additional requirements.

B. Remove bituminous markings from finished surfaces.

C. In areas where finished surfaces soiled by work of this section, including overspray and spillage from adjacent construction, consult manufacturer of surfaces for cleaning advice, proper cleaning agents and procedures, and comply with manufacturer's documented instructions.

D. Repair or replace defaced or damaged finishes caused by work of this section.

### 3.15 PROTECTION

A. Protect installed roofing and flashings from construction operations.

B. Where traffic continues over finished roof membrane, protect surfaces using durable materials.

C. Correct deficiencies or remove roofing system not complying with requirements. Repair substrates and repair or reinstall roofing system to condition free of damage and deterioration at time of Substantial Completion, and according to warranty requirements.

**END OF SECTION 075323**

**SECTION 275116**
**IP PUBLIC ADRESS AND CLOCK SYSTEM**

## PART 1 GENERAL

### 1.01 RELATED DOCUMENTS

A. The drawings and general provisions of the Contract Documents apply to this Section.

### 1.02 DEFINITIONS

A. WORKFLOW REQUEST
   1. A Workflow Request is any action request placed by touching a specifically labeled widget on the classroom workflow interface (not just a standard call-switch) that specifically communicates a need directly to a location other than the main office, maintenance, IT, nurse, Library etc. System of design has minimum of 168 various Workflow Requests initiations that can accommodate specific labeling. System allows for user defined customization of Workflow Requests actions and request target destinations.

B. DISTRICT WIDE SOFTWARE SOLUTIONS
   1. The district currently uses the Singlewire Informacast Fusion software product throughout the building campus. This specification is written around the Singlewire platform and is the districts standardized solution. No substitutions are allowed. Purchase a software license for each and every individual device provided.

### 1.03 SUMMARY

A. This section includes a fully operational, IP-based system for a district-wide and individual school internal communication, notification, and classroom workflow enhancement system. The system shall provide bell scheduling, general paging and intercom functions, school safety enhancements and critical communications with individual school and districtwide emergency notification and management capabilities, and classroom workflow enhancement features, all provided on an enterprise-based, single server platform. The following attributes shall be required and shall be described as:
   1. A TCP/IP enterprise platform installed on a single server that serves the entire district. All capabilities listed within these specifications are intended to be native to a single platform. Systems that require third party application/platform integration or more than one server, or individual servers or PCs at individual school locations shall not be acceptable.
   2. Classrooms shall be capable of initiating indication of changing room attributes such as “Needs Cleaned.” Rooms needing cleaned will be identified by illuminating room status light and changing room status on mapping. When the room has been cleaned a “Cleaned” status change shall be initiated from the classroom and each status shall be logged on integrated system software. Workflow requests and completion statuses shall be indicated on classroom Status Lights and integrated mapping. Emails relating to requests shall also be sent to user defined response group and each status shall be logged on integrated system software.
   3. Shall benefit hallway protocols with wayfinding, workflow and shall be accomplished through user-defined, preprogrammed messaging in hallways between classes. Visual indication of direction of hallway traffic flow shall be visible on hallway message boards and incremental audio messages reminding students of proper hallway etiquette shall be heard on overhead speakers in hallway zones.
   4. Shall include the ability for emergency announcements to override any field adjusted volume levels, assuring that all Emergency/Lockdowns etc., are heard at each speaker location. Any systems requiring local, hardwired volume controls to control speaker volumes shall not be acceptable.
   5. Capable of sending written Emergency Notification instructions directly to classroom or office staff on the interactive POE workflow interface.

6. Capable of creating custom, pre-recorded emergency announcements that can be activated by an administrative console, panic button, SIP trunk connected phone, mobile application, POE classroom workflow interface, REST API and web browser user interface.
7. Including a REST Application Programming Interface (API) for interface to third party systems. Systems that do not provide logic-based integration or rely solely on unsupervised, electronic relay inter-connections shall not be acceptable.
8. Including a same-source, interactive floor plan that displays system activity including call-in and lockdown initiation location as well as device status at each connected school in the district. System device failures and/or off-line status as displayed on floorplan map shall be communicated via email to user defined recipient, or group of recipients. Maps shall be customizable and specific to each school and viewed on system browser-based, user interface.
9. Capable of generating visual notifications based on system activity. Emergency priority calls from classrooms shall be visually indicated on all message boards. Visual notification shall include the priority of the call and its origin by classroom name and/or number. Notifications shall also include indication on all associated Status Lights.
10. Capable of providing authorized administrators the ability to initiate any preprogrammed emergency condition from any classroom with the proper credentials. Systems that are limited to classroom telephone integration, 3rd party mobile applications, or unsupervised hardware to accomplish this shall also provide a second, supervised means to initiate school-wide emergency notifications from all classrooms.
11. Classroom emergency calls shall initiate a Text-To-Speech, location specific, real-time audio message to a speaker, zone of speakers or all speakers. Emergency call-in generated overhead audio messaging shall also be automatically activated or deactivated based on time of day.
12. Including the ability to send a live or pre-recorded audio page to a SIP trunk connected SIP phone or group of SIP phones.
13. Providing an associated, same-source IOS and Android mobile application. The mobile application shall give the authorized user the ability to initiate local emergencies from their mobile device, from any location within a school. The mobile application shall also provide authorized users the ability view, in real-time, classroom check-in status on their mobile device. Mobile application must deactivate once the mobile device has left the school it is associated with. Users of the APP shall be managed via the browser-based user interface.
14. Capable of network time protocol synchronization (NTP) with class change tones utilizing multiple, programmable schedules for each zone.
15. Providing district-wide and individual school distribution of pre-recorded and live pages, tones, music and visual messaging.
16. Including a web-based user interface for programming, configuration, bell scheduling and access for all uses as described herein with the proper credentials.
17. Providing multiple levels of call-in priorities which shall be user-definable, allowing each call station to place a call with a user-selected priority as chosen from a minimum of 999 different priorities.
18. Allowing any authorized administrator to call from outside the school into any classroom, page a zone, or entire school directly, via the School District supplied, SIP trunk enabled Telephone Network. This access shall include remote monitoring, and two-way conversation from outside the facility as well as paging into the system. Call-ins from the intercom platform to the SIP Trunk connected VIOP phone system shall display all Caller ID information on SIP phones with a display.

19. Providing the capability for authorized system users to create automated sequences that include any or all of the following: voice instructions, tones, emails, program distribution, systems activations by relay and logical integration through a REST API, message board notification and automatic Text-To-Speech announcements.
20. Capable of initiating automated audio and visual message strings from a single-button on a console, a panic button, mobile app, web-based user interface and third-party interfaces as directed by the end user.
21. Providing paging from any system console or SIP trunk connected telephone for each campus or the whole district.
22. Providing the means to allow each single campus installation to remain 100% operational for intercom, paging, bells, and emergencies such as lockdown, even when the main, district connection is unavailable. Survivability of individual schools shall last for a minimum of 14 days without connection to main server.
23. Capable of providing a same-source, integrated, district-wide option for displaying all schools' locations on a single map, showing school status including active emergencies and connection status. Integrated, same source District-Wide application shall allow for live and prerecorded district-wide audio and initiation of emergency sequences to one or all schools in the district. Systems that require a third party or OEM option for this purpose shall not be acceptable.
24. Including the ability to send specific and appropriate written response instructions to all classrooms when an emergency or non-emergency condition has been initiated. Written instructions shall be in addition to audio and visual notifications sent to speakers and message boards. The instructions must be specific as to the type of condition and shall have the ability to be included or excluded from condition sequences. Receipt of instructions shall not solely rely on classroom computers to be received and read.
25. Any costs for annual system firmware updates shall be provided at no charge from the manufacturer for the life of the product (local installation fees may apply). Any fees for annual licensing shall be provided by the installing contractor, for the life of the product.

**1.04 QUALITY ASSURANCE**

A. Installer Qualifications: Submittals shall include documentation from the manufacturer that the installer is an authorized provider of the system.

B. Factory authorized installers must have a minimum of (10, not less than 3 years) years, as an authorized installer and service provider of the system being provided for this project and must provide a minimum of three reference sites that attest to their affiliation and competency.

**1.05 IN-SERVICE TRAINING**

A. The contractor shall provide and implement a complete and comprehensive training program for all administrators, facility staff members, and teachers. This mandatory training program will provide school staff a complete understanding of how to utilize and properly operate all functions.

B. The training program shall be implemented by a staff member/trainer employed by the system providing contractor and trained by the manufacturer. Manufacturer certification of trainer shall be provided in the submittals

C. All staff development training is to be coordinated through the owner's designated representative. As training sessions are completed, the trainer will provide the school's administrative staff and school district's staff a document listing all the staff and faculty members who attended, received, and completed the training program.

### 1.06 WARRANTY

A. Provide a manufacturer's five-year warranty of the internal communication, notification and classroom workflow enhancement system equipment against defects in material and workmanship. This warranty will cover all electronic system components. Additional warranties cover clocks, speakers, and call-in switches. If any defects are found within the warranty period, the defective equipment shall be replaced at no cost (equipment only); a one-year warranty shall be provided for labor.

B. A copy of the manufacturer's standard statement of warranty proving all equipment provided for the internal communication, notification and classroom workflow enhancement system is covered with the required five-year warranty shall be included with the project submittal. This statement of warranty shall be provided on the manufacturer's stationary. Contractor shall respond, excluding weekends and holidays, within 24 hours to any warranty service calls. If equipment cannot be repaired within 24 hours of service visit, the contractor shall provide "loaner" equipment to the facility at no charge.

C. Make available a service contract offering continuing factory authorized service of the system for regular maintenance on items not covered within the warranty.

D. Due to potential distributor turn-over, all equipment warrantees must be provided by the manufacturer and shall adhere to the 5-year warranty offered by the system selected as the basis of design in these specifications. Submittals shall include documentation of the manufactures five-year warranty.

### 1.07 MANUFACTURERS

A. The design for the internal communication, notification and classroom workflow enhancement system is the SingleWire Software Solution. If the installed system for this project is not the basis of design and the owner is not satisfied with the installed system, Final Acceptance will not be given and the system providing contractor must provide the basis of design, installed at no cost to the owner and to the owner's satisfaction in accordance with the performance requirements of these specifications and adhering to the manufacturer's recommended installation guidelines. Requests for substitutions are not allowed.
   1. Singlewire Informacast Fusion Software Solution

B. Additional manufacturers of consideration as provided by and subject to compliance with all performance requirements of this specification for all speaker/clock/message board devices are:
   1. ATlas IED
   2. Advanced Network Devices
   3. Valcom

## PART 2 PRODUCTS

### 2.01 SYSTEM REQUIREMENTS

A. Provide complete and satisfactorily operating school internal communication, notification, management, and classroom workflow enhancement system as described herein, using materials and equipment of types, sizes, ratings, and performances as indicated.

B. The platform shall lend itself to expansion by simple addition of hardware modules without having to adjust or change the main software.

C. The system shall allow for the adjustment of individual volume levels of incoming intercom, paging and program volumes from within the classroom, by properly credentialed personnel on the interactive POE workflow interface. Locally adjusted volume levels shall not interfere with the volume and distribution of emergency notifications.

D. The system shall include Text-To-Speech capability. Text-To-Speech is required to allow for the automatic distribution of audio messages generated by user-designated system activity. For Text-To-Speech audio messages, individual specifics of a classroom call-in shall be included in an audio notification which is then distributed to a speaker, group of speakers or all speakers. Messages shall also be displayed visually on designated message boards.
   1. This specific project requires the system to distribute an audio message to all speakers when an emergency call-in has been activated from a classroom. Audio message shall contain and identify the priority name, priority number, room name, room extension. (All call switches must be capable of initiating a minimum of normal and emergency call priorities from their location.)
   2. Example audio and visual page for this specific project: "...An emergency call has been activated in room 116..."
   3. Duration, volume and content shall be programmable and customizable but must include the origin location and priority of the call.

E. The platform shall connect directly to an existing, standard protocol WAN/LAN network, without the need for a separate server or PC at each school location. Daily use, configuration, bell schedules, and emergency sequences shall all be accessible by an authorized user on the native, web-based user interface.

F. The system shall provide but not be limited to the following during a Lockdown condition:
   1. A prerecorded, condition specific (Lockdown) audio message, shall be distributed to every designated speaker within the affected facility.
   2. A visual notification shall be distributed to every designated message board in the facility.
   3. User defined, integrated systems shall be activated through logical, API integrations.
   4. User defined, automatic municipal notification.
   5. Classroom and zone status lights shall indicate lockdown and check-in status condition.
   6. Initiate classroom check-in requirement.
   7. Appropriate response instructions shall be sent to classrooms and viewable on the POE classroom workflow interface.
   8. Classrooms shall be capable of indicating the successful completion of their classroom lockdown procedures via their call switch and or POE classroom workflow interface. All check-in procedures shall be logged with the system activity logging software.
   9. Administrators shall be able to initiate two-way communication, without a pre-announcement tone, to the classroom during an emergency via the administrative console or any SIP trunk connected phone.
   10. Individual classroom check-in and school emergency status shall be viewed from the web-based user interface on the native mapping, a local Administrative Console, or the IOS/Android mobile application.
   11. Bell schedules shall be automatically disabled during user-selected emergency sequences.
   12. At the conclusion of the emergency, a system-wide All Clear shall be capable of being sent from an Administrative Console, classroom workflow interface or the native, web-based, user interface.
   13. Pre-recorded Lockdown audio message shall also be transmitted to all school district radios. If the owner desires, audio message shall also be capable of being transmitted to local municipal responder radios.

G. IP Addressable Classroom Speaker Modules for individual rooms shall be system programmable and may be assigned any two through six-digit number as well as name and description. Any extension may be reassigned at any time. Systems that do not allow for IP assignment of classroom control devices shall not be acceptable. Systems that limit or do not contain TCP\IP configuration or systems that only configure by a MAC address for classrooms shall not be acceptable.

H. The platform shall include a native, calendar-based scheduling application that allows users to view and amend bell schedules by selecting the month(s) and day(s) to view in a calendar format. Authorized users shall be able to configure multiple bell schedules per school, with a minimum of 500 unique events per schedule. Scheduled events shall include daily bell tones, relay actions, wayfinding announcements and direction, email notifications, visual messaging, status lights and paging exclusions as system configuration changes. The platform shall allow control of the bell schedules via the district WAN/LAN without the need for a separate server or PC at each school location. Bell schedules shall be locally or remotely created and changed by an authorized user through the native web-based user interface. Scheduling shall include the following minimum features:
   1. 20 unique bell schedules per school
   2. Minimum of 5 simultaneously active schedules on any given campus.
   3. User selectable tones as well additional user created and uploaded audio files for class change signaling and messaging.

I. The platform shall connect to existing PA/intercom systems throughout the district and utilize them to provide distribution of live, pre-recorded, emergency or ad-hoc audio distribution as well as bell schedule tones. Connection to existing PA/intercom systems shall also support visual message boards, classroom status lights, POE classroom workflow interfaces and panic buttons in schools regardless of the manufacturer of the existing and installed intercom system in each school.

J. The contractor is to provide necessary licenses for software and devices.

K. The platform allows for emergencies to be initiated as a “Drill.” Drill sequences replicate all on-site emergency procedures and can be programmed to exclude any outside connection to municipal responders or actions as determined by the owner. All system activity for drills shall be documented on the included system reporting software.

L. The platform shall provide status lights that display the status of individual classrooms, and aggregately for hallways, zones or sections of a school and school-wide status. Status lights shall be customizable in color and flash rate based on event type and priority.

M. The system shall provide the ability to connect to other critical systems within this school via a REST API for logic based inbound and outbound control to and from other systems within a school that include but are not limited to; fire alarm, access control, security systems and IPCCTV cameras and systems. Systems that rely solely on unsupervised, electronic relay connection of inbound and outbound control shall not be acceptable.

## 2.02 EQUIPMENT AND MATERIAL

A. Enterprise Server and Software
   1. Shall be capable of being installed in a virtual or physical server environment.
   2. Supports HTTPS browsing.
   3. Supports advanced encryption to ensure secure access.
   4. Specified users shall receive email notifications when system devices go offline.
   5. Includes logging and reporting of all system activity for a minimum of one year. These reports shall be capable of being exported to .CSV.
   6. Shall provide a minimum of 20 bell schedules per school, with a minimum of 5 simultaneous schedules assignable to a specific school day. Bell schedules can be programmed to annunciate tones, activate relays, swing configurations, send emails, activate program distribution, and notify SIP trunk connected phones. Schedules shall be accessible from anywhere, via the native, web-based browser interface, with the proper credentials.

7. Shall allow for programmable end points to be automatically included or excluded for live paging, visual notifications, bell tones, or prerecorded audio, depending on the time of day or day of the week. These inclusions/exclusions shall be capable of being applied manually or automatically.
8. The software shall provide a native, district-wide graphical map view of all schools and their current status including emergency and on/off-line statuses.
9. The software shall provide the ability to identify individual classrooms that are not checked-in during an emergency using any web browser on the district's network. The software shall identify the name, extension, of the classroom that is not checked-in during the emergency.
10. Shall provide simultaneous communications to all schools or groups of schools within a district.
11. The system provides the ability to export lists of bell schedule steps, emergency sequences, staff directory, users, peripherals, and zone targets.

B. POE Classroom/Speaker Modules:
1. System shall include IP Addressable Classroom/Speaker Modules for classroom connection of speaker and other classroom devices.
2. Shall support DHCP.
3. Shall connect to network with a single RJ45 connector.
4. Shall support privacy. When the Privacy switch is activated, it prevents administrative or classroom telephones from monitoring the specific classroom/location intercom speaker.
5. Shall be designed to mount near ceiling and wall speakers in a plenum space
6. Shall support intercom, paging and level adjustment through the browser-based user interface. Manual or analog classroom volume controls that do not allow for emergency notification announcements to override classroom volume settings, shall not be acceptable.
7. Shall support and power a status light that displays individual classroom status including but not limited to call-ins of any priority, testing and emergency check-in.
8. Shall support supervision of call-switches.

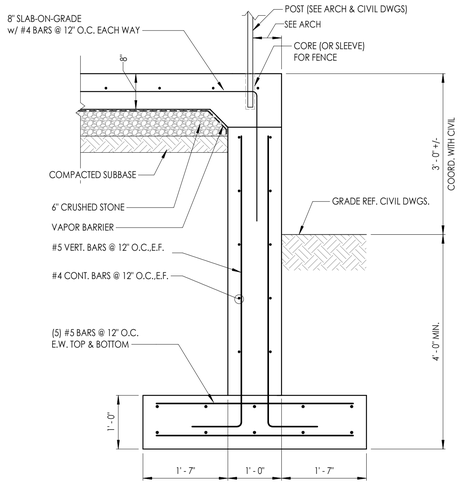
C. POE Visual message boards.
1. Shall be IP addressable and powered by POE or POE+.
2. Shall be available in 2 sizes
3. Shall be self-contained and mountable on a Sigle-gang box without additional backboxes.
4. Shall be wall or ceiling mounted. Small messages boards shall be dual mountable (back-to-back.)
5. Small message board may be mounted in combination speaker and message board baffle and installed either flush or surface mount.
6. Shall be capable of displaying messages up to 100 characters long.
7. Shall support the addition of a Status Light
8. Shall be assigned to any or all zones or individually for message distribution.
9. Shall be capable of displaying messages on the fly as generated in the user interface accessible through the web-based browser interface.

D. POE Combination Speaker/Clock/Message Board
1. Shall be IP addressable
2. Houses a message board IP speaker module, and speaker in single baffle
3. Includes a high efficiency, full range 8" speaker and a small message board
4. Transmits system audio and shows time on digital display
5. Visually indicates condition changes and audio messaging
6. Shall be flush or surface mount

7. Connects to IP Classroom module for control, programming, and distributed audio and visual messaging.

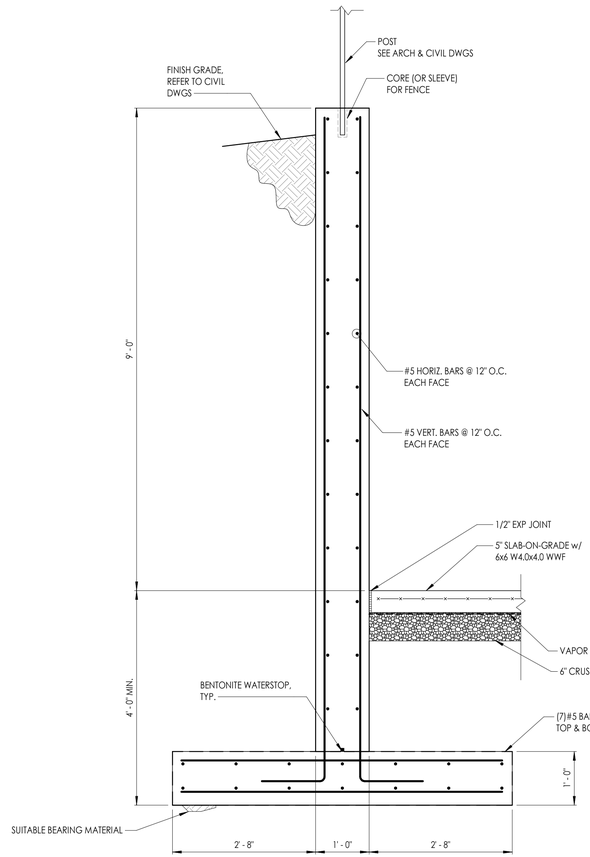
E. Provide an additional (20) additional IP speakers, IP Combination speaker/clock/message board, and message boards, including all conduit/wiring, installation, programming and testing.

**END OF SECTION 275116**



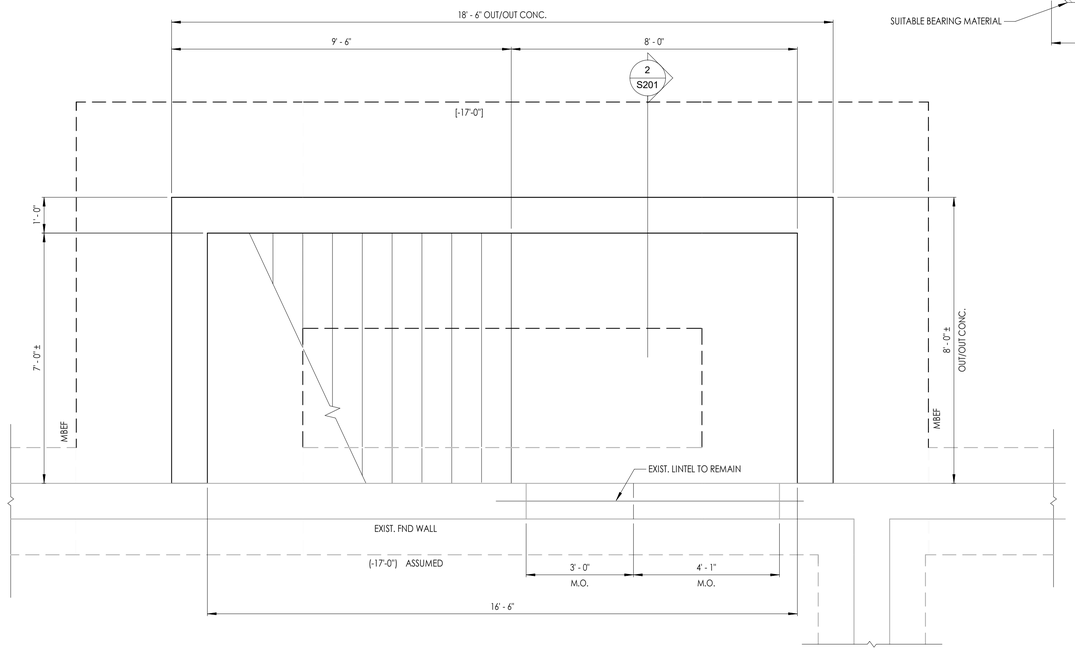

3 S201 **CHILLER RETAINING WALL**

3/4" = 1'-0"




2 S201 **SECTION**

3/4" = 1'-0"




1 S201 **BOILER ROOM STAIR - FOUNDATION PLAN**

1/2" = 1'-0"

## FOUNDATION AND SLAB PLAN NOTES

1. DATUM -14'-0" = ELEVATION (MATCH EXISTING) = FINISHED FLOOR SLAB ELEVATION (BOILER ROOM).
2. THE CONTRACTOR SHALL OBTAIN A COPY OF THE REPORT AND REVIEW THE RECOMMENDATIONS AND REQUIREMENTS INCLUDED THEREIN PRIOR TO START OF CONSTRUCTION.
3. DESIGN ALLOWABLE SOIL BEARING CAPACITY IS 2000 PSF (PRESUMED).
4. EXTERIOR FOOTINGS SHALL BEAR AT A MINIMUM OF 4'-0" BELOW FINISHED GRADE UNLESS NOTED OTHERWISE.
5. [XX'-XX"] DENOTES TOP OF PROPOSED FOOTING ELEVATION AS REFERENCED FROM FINISHED FLOOR SLAB.
6. NO PIPES OR CONDUIT SHALL BE PLACED IN THE FOOTINGS. REFER TO PLUMBING AND ELECTRICAL DRAWINGS, AND UTILITY PLANS FOR ALL LOCATIONS AND ELEVATIONS OF PENETRATIONS THROUGH FOUNDATION WALLS. DO NOT EMBED PIPING WITHIN OR PASS PIPING VERTICALLY OR HORIZONTALLY THROUGH FOUNDATIONS WITHOUT REVIEW AND APPROVAL BY THE ENGINEER. STEP TOP OF FOOTINGS DOWN TO ALLOW PIPES OR CONDUIT TO RUN OVER TOP OF FOOTINGS.
7. CONCRETE SLAB-ON-GRADE SHALL BE 5" THICK, NORMAL WEIGHT CONCRETE REINFORCED WITH 6x6-4.0x4.0 WWF UNLESS NOTED OTHERWISE ,VAPOR BARRIER AND 6" COMPACTED CRUSHED STONE(BOILER ROOM).
   CONCRETE SLAB-ON-GRADE SHALL BE 8" THICK, NORMAL WEIGHT CONCRETE REINFORCED WITH #4 BARS@12"O/C UNLESS NOTED OTHERWISE ,VAPOR BARRIER AND 6" COMPACTED CRUSHED STONE(CHILLER RETAINING WALL).
8. GROUT ALL MASONRY BLOCK CORES SOLID CONTINUOUSLY BELOW FINISH FLOOR, AND THE FIRST TWO COURSES ABOVE FOUNDATION WALL AND SLABS.
9. REFER TO ARCHITECTURAL DRAWINGS FOR FLOOR FINISHES, FLOOR DRAINS, FLOOR SLOPES, DEPRESSED/RAISED SLAB AREAS, AND WATERPROOFING.
10. REFER TO DRAWINGS S900 AND S901 FOR ALL DESIGN LOADS AND OTHER INFORMATION PERTINENT TO THE STRUCTURAL DESIGN.
11. THE FOLLOWING DENOTES SYMBOL REPRESENTATION:

| | |
|---|---|
| FD | = FLOOR DRAIN |
| CJ | = SAWN CONTRACTION JOINTS |
| TOW | = TOP OF WALL |
| EOS | = EDGE OF SLAB |
| MBEF | = MATCH BOTTOM OF FOOTING |


**CPL | Architecture Engineering Planning**
2875 Route 35 Suite 75-1,
Katonah, NY 10536
**CPLteam.com**
NY ENGINEERING FIRM CERTIFICATE#0021419


**PROJECT INFORMATION**

Project Number
R23.15291.00

Client Name
**MONROE WOODBURY CSD**

Project Name
**EXTERIOR MOD, BOILER / AC, FIRE ALARM, PA & CLOCKS**

District Office Address
278 ROUTE 32, CENTRAL VALLEY, NY 10917

**PROJECT ISSUE & REVISION SCHEDULE**

| # | Date | Description |
|---|---|---|
| 1 | 11/11/2026 | BID ADDENDUM #2 |

Monroe-Woodbury Central School District
- NORTH MAIN ES - SED# 44-12-01-06-0-002-011
- NORTH MAIN ES - SED# 44-12-01-06-0-003-012

REGISTRATION EXPIRATION DATES

| | |
|---|---|
| David Hunsberger | 12/31/25 |
| Anthony Marchetti | 05/31/27 |
| Dave Hart | 02/28/25 |
| Jennifer Wengender | 06/30/27 |
| Larry Werts | 12/31/24 |
| James Basile | 05/31/26 |

**PROFESSIONAL STAMPS**


**NEW YORK STATE EDUCATION STATEMENT**
IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND THE COMMISSIONER'S REGULATIONS FOR ANY PERSON, UNLESS HE OR SHE IS A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, ENGINEER OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE SEAL OF AN ARCHITECT, ENGINEER OR SURVEYOR IS ALTERED, THE ALTERING PARTY SHALL AFFIX TO THE ITEM THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.


**SHEET INFORMATION**

| Issued | Scale |
|---|---|
| 10/23/2026 | As indicated |

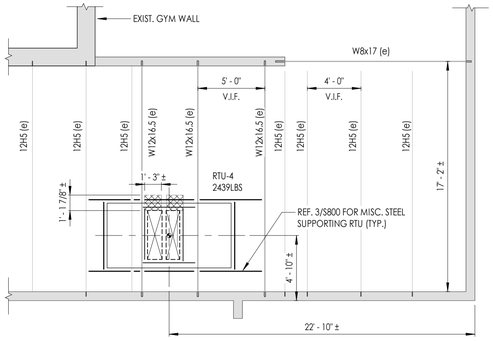
Project Status
BID DOCUMENTS

| Drawn By | Checked By |
|---|---|
| TJE | LDW |

Drawing Title
FOUNDATION PLAN

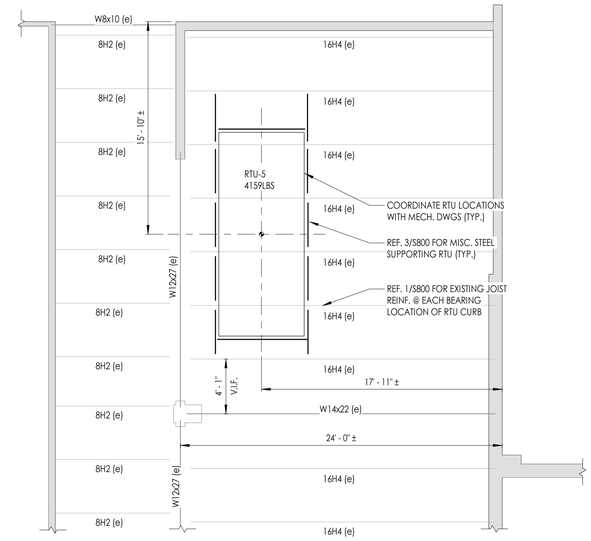
Drawing Number
NMES
S201

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4 S202 **RTU-4 - PARTIAL FRAMING PLAN - AREA B**

3/16" = 1'-0"

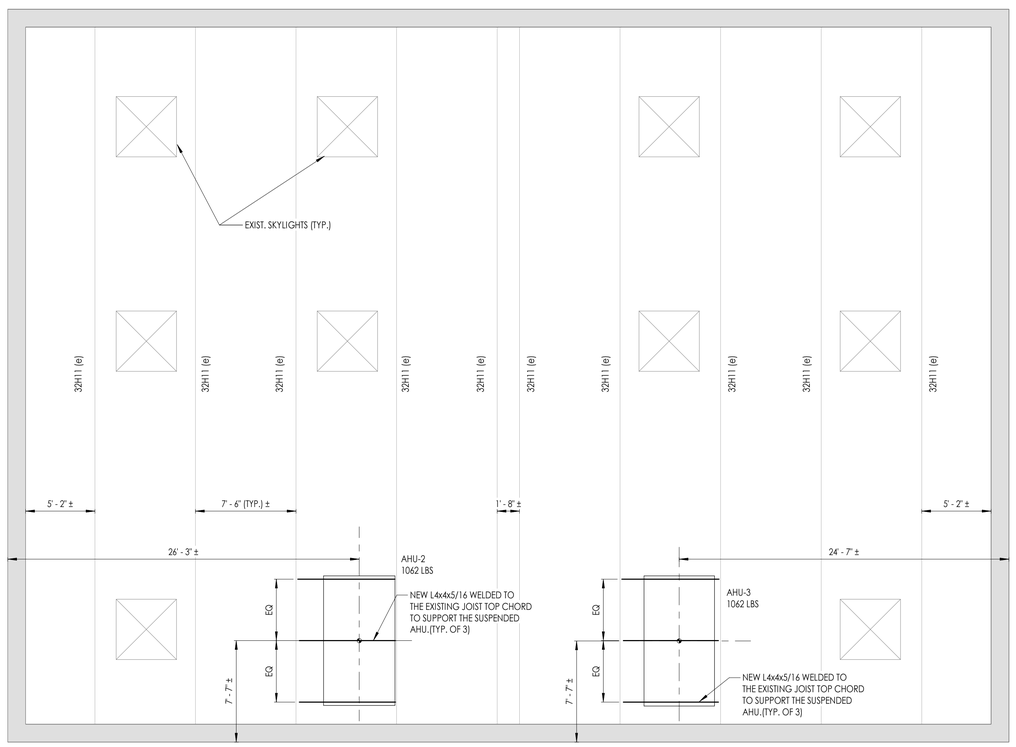



3 S202 **RTU-5 - PARTIAL FRAMING PLAN - AREA C**

3/16" = 1'-0"

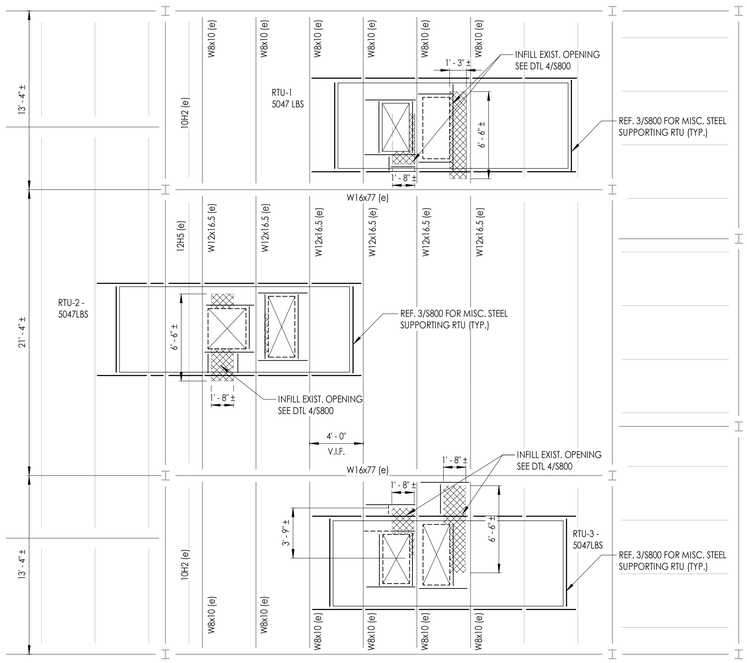
## ROOF FRAMING PLAN NOTES

1. CONTRACTOR SHALL VERIFY ROOFTOP UNIT WEIGHTS IF SHOWN WITH EQUIPMENT MANUFACTURER. CONTRACTOR TO NOTIFY ENGINEER PRIOR TO INSTALLING ROOFTOP UNITS IF TOTAL UNIT OPERATING WEIGHT EXCEEDS VALUE LISTED ON PLAN.
2. REFER TO ARCHITECTURAL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR PENETRATIONS NOT SHOWN, AND ALL LOCATIONS SEE TYPICAL DETAILS FOR ADDITIONAL REINFORCEMENT REQUIREMENTS AT OPENINGS. CONTRACTOR TO COORDINATE.
3. PROVIDE PROPER BLOCKING AND FLASHING AS REQUIRED AROUND EQUIPMENT.
4. REFER TO MECHANICAL DRAWINGS FOR EQUIPMENT WEIGHTS, CURB DETAILS AND OTHER PERTINENT INFORMATION ON EQUIPMENT REQUIREMENTS.




2 S202 **AHU- 2&3 - GYM ROOF FRAMING PLAN**

3/16" = 1'-0"




1 S202 **RTU-1,2, & 3 - PARTIAL FRAMING PLAN - AREA A**

3/16" = 1'-0"

**CPL | Architecture Engineering Planning**
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Katonah, NY 10536
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Monroe-Woodbury Central School District
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NORTH MAIN ES - SED# 44-12-01-06-0-003-012

REGISTRATION EXPIRATION DATES

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**SHEET INFORMATION**

| Issued | Scale |
|---|---|
| 10/23/2026 | As indicated |

Project Status
BID DOCUMENTS

| Drawn By | Checked By |
|---|---|
| TJE | LDW |

Drawing Title
RTU FRAMING PLAN

Drawing Number
NMES
S202

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# DESIGN CRITERIA NOTES

1. **GENERAL BUILDING CODE** - THE CONSTRUCTION DOCUMENTS ARE BASED ON THE REQUIREMENTS OF THE 2024 BUILDING CODE OF NEW YORK STATE.

2. **BUILDING RISK CATEGORY** - THE BUILDING HAS BEEN ASSIGNED A RISK CATEGORY BASED ON NATURE OF OCCUPANCY IN ACCORDANCE WITH PREVIOUSLY MENTIONED CODE TO THE FOLLOWING CRITERIA:

   A. RISK CATEGORY: III, SUBSTANTIAL HAZARD TO HUMAN LIFE IN THE EVENT OF FAILURE.

3. **DEAD AND LIVE LOADS**

   A. THE DEAD LOADS ARE THE SELF WEIGHT OF MATERIALS OF CONSTRUCTION INCORPORATED INTO AND ON THE BUILDING.

   B. THE UNIFORMLY DISTRIBUTED AND/OR CONCENTRATED LIVE LOADS USED IN THE DESIGN OF THE BUILDING ARE BASED ON THE FOLLOWING INTENDED USE OR OCCUPANCIES:

| | | |
|---|---|---|
| a. | CORRIDORS: | 100 POUNDS PER SQUARE FOOT (PSF) |
| b. | CORRIDORS ABOVE FIRST FLOOR: | 80 PSF |
| c. | STAIRS AND EXITS: | 100 PSF / 300 LB ON TREADS, 4 SQUARE INCH AREA |
| d. | LOBBIES: | 100 PSF |
| e. | STORAGE, LIGHT: | 125 PSF |
| f. | OFFICE: | 50 PSF |
| g. | CLASSROOMS: | 40 PSF |
| h. | ROOFS: | 20 PSF / 300 LB ON MAINTENANCE SURFACE |
| i. | PARTITION LOADS: | 15 PSF, WHERE APPLICABLE |

4. **ROOF SNOW LOAD DATA** - SNOW LOADS ARE BASED ON CHAPTER 7 OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES, ASCE 7 AND THE FOLLOWING CRITERIA:

| | | |
|---|---|---|
| A. | GROUND SNOW LOAD (Pg): | 30 PSF |
| B. | FLAT-ROOF SNOW LOAD (Pf): | 26 PSF |
| C. | SNOW EXPOSURE FACTOR (Ce): | 1.0 |
| D. | SNOW LOAD IMPORTANCE FACTOR (Is): | 1.1 |
| E. | THERMAL FACTOR (Ct): | 1.0 |
| F. | SLOPE FACTORS (Cs): | 1.0 |

5. **WIND DESIGN DATA** - WIND PRESSURES ARE BASED ON CHAPTER 26 OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES, ASCE 7 AND THE FOLLOWING CRITERIA:

| | | |
|---|---|---|
| A. | BASIC DESIGN WIND SPEED (V): | 120 MPH |
| B. | ALLOWABLE STRESS DESIGN WIND SPEED (Vasd): | 93 MPH |
| C. | RISK CATEGORY: | III |
| D. | WIND EXPOSURE: | B |
| E. | INTERNAL PRESSURE COEFFICIENT (GCPi): | + 0.18/- 0.18 |
| F. | COMPONENTS AND CLADDING: | SEE DIAGRAM |

6. **EARTHQUAKE DESIGN DATA** - THE STRUCTURE AND COMPONENTS OF THE BUILDING HAVE BEEN DESIGNED IN ACCORDANCE WITH THE PREVIOUSLY MENTIONED CODE WITH THE FOLLOWING CRITERIA:

| | | |
|---|---|---|
| A. | RISK CATEGORY: | III |
| B. | SEISMIC IMPORTANCE FACTOR (Ie): | 1.25 |
| C. | 0.2 SEC MAPPED SPECTRAL RESPONSE (Ss): | 0.25 |
| D. | 1 SEC MAPPED SPECTRAL RESPONSE (S1): | 0.050 |
| E. | SITE CLASS: | D |
| F. | 0.2 SEC SPECTRAL RESPONSE COEF. (Sds): | 0.19 |
| G. | 1 SEC SPECTRAL RESPONSE COEF. (Sd1): | 0.07 |
| H. | SEISMIC DESIGN CATEGORY: | B |
| I. | BASIC SEISMIC FORCE-RESISTING SYSTEMS: | N.A |
| J. | DESIGN BASE SHEAR(S): | N.A |
| K. | SEISMIC MODIFICATION COEF. (CS): | N.A |
| L. | RESPONSE MODIFICATION COEF. (R): | N.A |
| M. | ANALYSIS PROCEDURE USED: | EQUIVALENT LATERAL FORCE PROCEDURE (ELFP) |

7. **GEOTECHNICAL INFORMATION** - THE STRUCTURE HAS BEEN DESIGNED BASED ON INFORMATION PROVIDED IN THE GEOTECHNICAL ENGINEERING REPORT AND THE FOLLOWING CRITERIA:

| | | |
|---|---|---|
| A. | ALLOWABLE BEARING: | 2000 PSF (PRESUMED) |
| B. | SUBGRADE MODULUS: | 150 PCI (PRESUMED) |

8. **FLOOD DESIGN DATA** - THE BUILDING IS NOT LOCATED IN WHOLE OR IN PART WITHIN A FLOOD HAZARD AREA AS ESTABLISHED PER THE PREVIOUSLY MENTIONED CODE.

9. **ROOF RAIN LOAD DATA** - THE DESIGN RAINFALL BASED ON THE 100-YEAR HOURLY RAINFALL RATE OR DETERMINED BY LOCAL WEATHER USED IN THE DESIGN OF THE BUILDING IS BASED ON THE FOLLOWING:

   A. RAIN INTENSITY (i): 2.97 IN/HR

10. **SEISMIC DEMANDS ON NON-STRUCTURAL COMPONENTS**, AND CONNECTIONS OF THOSE COMPONENTS TO THE PRIMARY STRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH THE PREVIOUSLY MENTIONED CODE. THE GENERAL SEISMIC CRITERIA LISTED ABOVE, AND THE REQUIREMENTS OF ASCE 7, CHAPTER 13 AS APPROPRIATE.

11. **HANDRAILS AND GUARDS** - THE HANDRAIL ASSEMBLIES AND GUARDS SHALL BE DESIGNED FOR 50 PLF OR A CONCENTRATED LOAD OF 200 LBS AT ANY POINT APPLIED IN ANY DIRECTION AT THE TOP AND TO TRANSFER THIS LOAD THROUGH THE SUPPORTS TO THE STRUCTURE. THESE LOADS NEED NOT BE ASSUMED TO ACT CONCURRENTLY.

12. **INTERIOR WALLS AND PARTITIONS** - INTERIOR WALLS AND PARTITIONS THAT EXCEED 6 FEET IN HEIGHT SHALL HAVE ADEQUATE STRENGTH TO RESIST LOADS THEY ARE SUBJECT TO, BUT NOT LESS THAN A HORIZONTAL UNIFORM LOAD OF 5 PSF.

13. **ROOF TOP EQUIPMENT ANCHORAGE** - ALL ROOF TOP EQUIPMENT CURBS, MECHANICAL EQUIPMENT, TIE DOWNS, AND CONNECTIONS OF ALL EQUIPMENT TO BUILDING STRUCTURE FOR WIND AND SEISMIC LOADING ARE TO BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER RETAINED BY THE EQUIPMENT SUPPLIER.

# GENERAL NOTES

1. THE STRUCTURE SHOWN ON THESE DRAWING IS SOUND ONLY IN ITS COMPLETED FORM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE DESIGN, ADEQUACY, SAFETY AND STABILITY OF TEMPORARY ERECTION BRACING AND SHORING.

2. WHERE A DETAIL, TYPICAL DETAIL, SECTION, TYPICAL SECTION OR PLAN NOTE IS SHOWN FOR ONE CONDITION, IT SHALL APPLY FOR ALL SIMILAR OR LIKE CONDITIONS UNLESS NOTED OTHERWISE.

3. ALL DESIGN, INCLUDING MATERIAL STRESSES AND METHODS OF CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE 2020 BUILDING CODE OF NEW YORK STATE; THE UNIFORM BUILDING CODE, OSHA AND GOVERNING AGENCIES HAVING JURISDICTION.

4. REFER TO THE "SPECIAL INSPECTIONS" SECTION OF THE SPECIFICATIONS FOR PROJECT REQUIREMENTS AND PERTINENT INFORMATION.

5. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, ELEVATIONS AND SITE CONDITIONS SHOWN ON THE DRAWINGS AND IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO ORDERING OR FABRICATING MATERIALS OR OTHERWISE PROCEEDING WITH THE WORK.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES IN ORDER TO COMPLY WITH THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIAL, EQUIPMENT AND SERVICES REQUIRED TO EXECUTE AND COMPLETE ALL ITEMS OF WORK AS SHOWN OR INDICATED ON THE DRAWINGS AND AS SPECIFIED HEREIN, INCLUDING INCIDENTAL ITEMS TO EFFECT A FINISHED AND COMPLETE JOB, EVEN THOUGH SUCH ITEMS ARE NOT SHOWN OR PARTICULARLY MENTIONED.

7. THE ENGINEER IS NOT RESPONSIBLE FOR THE DESIGN OF STEEL STAIRS, PRECAST CONCRETE, HANDRAILS, CURTAIN WALL/WINDOW SYSTEMS, COLD-FORMED METAL FRAMING, OR OTHER SYSTEMS NOT SHOWN ON THE STRUCTURAL DRAWINGS. SUCH SYSTEMS SHALL BE DESIGNED, FURNISHED, AND INSTALLED AS REQUIRED BY OTHER PORTIONS OF THE CONTRACT DOCUMENTS.

8. THE GENERAL CONTRACTOR SHALL USE CONSTRUCTION METHODS THAT ARE IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

9. CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR ADEQUATELY SHORING AND BRACING EXISTING CONSTRUCTION WHILE PERFORMING NEW WORK.

10. DIMENSIONS ARE NOT TO BE DERIVED BY SCALING THESE DRAWINGS. IF THERE ARE ANY QUESTIONS REGARDING DIMENSIONS, CONTACT THE ARCHITECT/ENGINEER FOR INFORMATION PRIOR TO SUBMITTING SHOP DRAWINGS.

11. THE CONTRACTOR SHALL COORDINATE ALL STRUCTURAL WORK WITH THE ARCHITECTURAL AND MECHANICAL DRAWINGS AND SPECIFICATIONS, AND WITH THE WORK OF ALL OTHER TRADES.

12. THE CONTRACTOR SHALL COORDINATE ALL SIZES AND LOCATIONS OF FLOOR, ROOF AND WALL PENETRATIONS WITH MECHANICAL, PLUMBING AND ARCHITECTURAL DRAWINGS. ALL PENETRATIONS NOT SHOWN ON STRUCTURAL DRAWINGS MUST BE APPROVED BY THE DESIGN PROFESSIONAL, UNLESS NOTED OTHERWISE.

13. THE CONTRACTOR SHALL RESTORE TO ITS ORIGINAL CONDITION ALL SITE APPURTENANCES DAMAGED UNDER THIS CONTRACT AT NO ADDITIONAL COST TO THE OWNER.

14. INFORMATION IN THESE STRUCTURAL NOTES IS A SELECTED SUMMARY OF REQUIREMENTS. REFER TO SPECIFICATIONS FOR AMPLIFICATIONS OF REQUIREMENTS.

15. SUBMIT ELEVATOR MANUFACTURER DESIGN CRITERIA FOR DESIGN OF ELEVATOR PITS, HOIST BEAMS, SEPARATOR BEAMS, AND GUIDE RAIL SUPPORT STEEL. ANY ELEVATOR INFORMATION SHOWN IS PRELIMINARY.

16. WHERE MEMBER LOCATIONS ARE NOT SPECIFICALLY DIMENSIONED, MEMBERS ARE EITHER LOCATED ON COLUMN LINES OR ARE EQUALLY SPACED BETWEEN LOCATED MEMBERS.

17. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION SAFETY.

# EXCAVATION & BACKFILL NOTES

1. THE SITE SHALL BE PREPARED IN ACCORDANCE WITH SPECIFICATIONS AND THE CIVIL DRAWINGS. THE STRUCTURAL DESIGN IS BASED ON RECOMMENDATIONS CONTAINED IN THE GEOTECHNICAL REPORT BY TERRACON, DATED 4/22/2025. A QUALIFIED GEOTECHNICAL ENGINEER SHALL VERIFY ALL ASSUMPTIONS AND REPORT TO THE ARCHITECT/ENGINEER ANY VARIATIONS.

2. EXCAVATIONS TO BE SHEETED AND BRACED, OR LAID BACK TO PREVENT SLOUGHING IN OF THE EXCAVATED AREAS PER OSHA REGULATIONS.

3. ALL EXCAVATIONS AND GRADES PREPARED FOR BEARING SHALL BE INSPECTED BY A QUALIFIED GEOTECHNICAL ENGINEER TO VERIFY THE DESIGN ASSUMPTIONS AND REPORT NONCONFORMING CONDITIONS.

4. THE CONTRACTOR SHALL DETERMINE THE EXTENT OF CONSTRUCTION DEWATERING REQUIRED FOR THE EXCAVATION. THE CONTRACTOR SHALL SUBMIT TO THE GEOTECHNICAL ENGINEER FOR REVIEW THE PROPOSED PLAN FOR DEWATERING, PRIOR TO EXCAVATION.

5. PLACE ALL FOOTINGS ON FIRM, DRY, LEVEL, ACCEPTABLE BEARING SOIL.

6. FROST DEPTH FOR THIS PROJECT IS 4'-0" BELOW GRADE. FINISH GRADE SHALL BE MAINTAINED A MINIMUM OF 4'-0" ABOVE TOP OF FOUNDATIONS UNLESS NOTED OTHERWISE.

7. TOP OF FOOTING ELEVATIONS PROVIDED ON CONSTRUCTION DRAWINGS ARE FOR PURPOSES OF DESIGN. NOTIFY THE ENGINEER IF TOP OF FOOTING ELEVATIONS NEED TO BE ADJUSTED BASED ON CONTRACTOR'S FIELD COORDINATION OR GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.

8. REMOVE AND DISPOSE OF LEGALLY FROM SITE; UNACCEPTABLE BEARING SOIL, EXCESS EXCAVATED MATERIAL, ASPHALT MATERIAL (SEE SITE PLANS).

9. WHERE FILL IS REQUIRED UNDER BEARING CONDITIONS, IT SHALL BE SELECTED AND PLACED IN ACCORDANCE WITH INSTRUCTIONS OF A QUALIFIED GEOTECHNICAL ENGINEER TO MAINTAIN DESIGN BEARING PRESSURE.

10. THE DESIGN OF WALLS RETAINING EARTH DOES NOT INCLUDE HYDROSTATIC PRESSURE LOADS UNLESS NOTED OTHERWISE, AND ASSUMES A DRAINAGE SYSTEM IS IN PLACE WHERE REQUIRED.

11. BACKFILL WITHIN BUILDING - TO WITHIN 6 INCHES OF UNDERSIDE OF FLOOR SLAB SHALL BE "SUBBASE COURSE" CONSISTING OF HARD DURABLE PEBBLES, ROCK FRAGMENTS AND SOIL BINDER. IT SHALL BE FREE OF RECYCLED CONCRETE, ASPHALT, BRICKS, GLASS, PYRITIC SHALE, CLAY, ORGANIC MATTER, AND OTHER DELETERIOUS MATERIAL. PLACE IN LOOSE LIFTS NOT EXCEEDING 12" IN DEPTH. GRADATION: 2 INCHES MAXIMUM SIZE, 25-60% PASSING THE 1/4" SIEVE, 5-40% PASSING NO. 40 SIEVE, AND NOT MORE THAN 10% PASSING NO. 200 SIEVE.

12. UNDER SLABS ON GRADE - 6 INCH LIFT OF "CRUSHED STONES" CONSISTING OF: (50/50 MIX OF #1's AND #2's).

13. BACKFILL OUTSIDE OF BUILDING - "SELECT GRANULAR FILL" CONSISTING OF SAND, FINE GRAVEL, COARSE SILT, OR SIMILAR NON-COHESIVE HARD DURABLE MATERIALS AND SOIL BINDERS WITHOUT EXCESSIVE CLAY, ORGANIC MATTER, OR FROZEN OR DELETERIOUS MATERIAL. GRADATION: 4 INCHES MAXIMUM SIZE, 0-70% PASSING THE #40 SIEVE AND 0-15% PASSING THE #200 SIEVE.

14. FILL COMPACTION:
WITHIN BUILDING - 95% DRY DENSITY MODIFIED PROCTOR.
OUTSIDE OF BUILDING - 95% DRY DENSITY MODIFIED PROCTOR.

15. FILL PLACEMENT - BACKFILL SHALL NOT BE PLACED AGAINST WALLS UNTIL THE WALLS HAVE ACHIEVED SPECIFIED DESIGN STRENGTH. PLACE FILL SIMULTANEOUSLY ON EACH SIDE OF FOUNDATION WALL IN 6 INCH LIFTS. THE MAXIMUM DIFFERENCE IN ELEVATION ON EITHER SIDE OF WALL SHALL NOT EXCEED 1'-6".

16. STRUCTURAL STEEL FRAMING PROVIDES LATERAL RESTRAINT OF BASEMENT FOUNDATION WALLS. STEEL FRAMING AND DECKING SHALL BE IN PLACE PRIOR TO BACKFILLING. WHERE THIS CANNOT BE ACCOMMODATED THE WALL SHALL BE SHORED CONTINUALLY AND THE ENGINEER NOTIFIED.

# CAST-IN-PLACE CONCRETE NOTES

**GENERAL**

1. ALL CONCRETE WORK, CONSTRUCTION AND REINFORCING DETAILS SHALL CONFORM TO *THE 2024 BUILDING CODE OF NEW YORK STATE*, AND "THE SPECIFICATIONS OF THE AMERICAN CONCRETE INSTITUTE BUILDING CODE REQUIREMENTS" (ACI-318).

2. ALL CONCRETE SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI AT 28 DAYS AND CONFORM TO THE REQUIREMENTS OF THE SCHEDULE BELOW, UNLESS NOTED OTHERWISE. SEE SPECIFICATIONS FOR MIX DESIGN REQUIREMENTS.

| LOCATION | W/C RATIO | SLUMP (±1") | % AIR (±1%) | MAXIMUM AGGREGATE | MIN. STRENGTH @ 28 DAYS |
|---|---|---|---|---|---|
| BURIED FOUNDATIONS | .50 | 3.5" | N/A | 1 1/2" | 3,500 PSI |
| EXPOSED RETAINING WALLS AND FOUNDATION WALLS | .40 | 3.5" | 5.5 | 1 1/2" | 5,000 PSI |
| SLAB ON GRADE (EXT.) | .40 | 3.5" | 5.5 | 3/4" | 5,000 PSI |

3. CONTRACTOR SHALL SUBMIT MIX DESIGNS PROPORTIONED BY A QUALIFIED TESTING LABORATORY.

4. PROVIDE MINIMUM OF FOUR (4) CYLINDERS PER EACH FIFTY (50) YARDS OR FRACTION THEREOF POURED IN ONE DAY. BREAK ONE AT 7 DAYS AND TWO AT 28 DAYS.

5. WHERE NEW CONCRETE IS TO BE POURED ONTO EXISTING CONCRETE, BONDING IS REQUIRED AS NOTED IN ACI 301.

6. CONDUITS AND PIPES OF ALUMINUM SHALL NOT BE EMBEDDED IN CONCRETE.

**REINFORCING STEEL**

1. ALL REINFORCING STEEL AND ACCESSORIES SHALL BE DETAILED, FABRICATED AND PLACED IN ACCORDANCE WITH "ACI MANUAL OF STANDARD PRACTICE FOR DETAILING CONCRETE STRUCTURES" (ACI-315).

2. REINFORCING STEEL SHALL CONFORM TO ASTM A-615 GRADE 60. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.

3. LAP SPLICES AND EMBEDMENT LENGTHS SHALL CONFORM TO ACI 318 - CHAPTER 25.

4. PROVIDE CORNER BARS TO MATCH HORIZONTAL REINFORCING WHERE FOOTINGS, WALLS OR BEAMS MEET AT CORNERS OR INTERSECT. THIS ALSO INCLUDES INTERSECTIONS OF CONCRETE WITH MASONRY WORK.

5. PROVIDE SHOP DRAWINGS FOR REINFORCING INCLUDING ALL NECESSARY ACCESSORIES TO HOLD REINFORCING SECURELY IN PLACE. "WET-STICKING" OF REBAR OR DOWELS IS NOT PERMITTED.

6. CLEAR COVER CONCRETE PROTECTION FOR REINFORCING STEEL SHALL BE AS FOLLOWS:

   3" - CONCRETE CAST AGAINST EARTH.
   2" - FORMED SURFACES IN CONTACT WITH SOIL OR EXPOSED TO WEATHER.
   1" - FORMED SURFACES NOT IN CONTACT WITH SOIL OR EXPOSED TO WEATHER.

**FOUNDATIONS**

1. ALL FOUNDATIONS ARE TO BEAR ON APPROVED BEARING MATERIAL.

2. ALL FOUNDATION EXCAVATIONS ARE SUBJECT TO APPROVAL BY THE OWNER'S REPRESENTATIVE BEFORE ANY CONCRETE IS PLACED.

3. ALL FORMS AND REINFORCING STEEL IN PLACE SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE ANY CONCRETE IS PLACED.

4. NO FOUNDATION SHALL BE PLACED IN WATER OR ON FROZEN GROUND.

5. IN GENERAL, EXTERIOR CONSTRUCTION SHALL BE CARRIED DOWN A MINIMUM OF 4'-0" BELOW FINISHED EXTERIOR GRADE.

6. CENTERLINE OF FOOTINGS, WALLS, GRADE BEAMS, COLUMNS, AND BEAMS SHALL COINCIDE, UNLESS OTHERWISE NOTED.

7. REFER TO ARCHITECTURAL AND CIVIL DRAWINGS FOR FOUNDATION DRAINAGE.

8. ALL EXTERIOR CONCRETE USED ABOVE GRADE SHALL HAVE AN AIR ENTRAINING AGENT.

9. RUB ALL SIGHT EXPOSED CONCRETE AFTER FORMS HAVE BEEN REMOVED.

10. ALL EXPOSED CONCRETE PIER CORNERS SHALL BE CHAMFERED 3/4".

11. ANCHOR BOLTS - ASTM F1554, Fy=36 KSI, 1" DIAMETER UNLESS NOTED OTHERWISE.

12. ISOLATION JOINT - ASPHALT IMPREGNATED FILLER STRIP CONFORMING TO ASTM D-944.

13. CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON THE JOB BEFORE COMMENCING WORK. REFER TO ARCHITECTURAL DRAWINGS FOR ANY DIMENSIONS AND DETAILS NOT SHOWN. REFER TO ARCHITECTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS FOR LOCATION AND DIMENSIONS OF ANY OPENING, SLEEVES, INSERTS, SLAB DEPRESSIONS, ETC.

# EXISTING CONSTRUCTION NOTES

1. BEFORE PROCEEDING WITH ANY WORK WITHIN THE EXISTING FACILITY, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF THE EXISTING BUILDING AT THE JOB SITE AND REPORT ANY DISCREPANCIES FROM ASSUMED CONDITIONS SHOWN ON THE DRAWINGS TO THE ARCHITECT AND ENGINEER PRIOR TO THE FABRICATION AND ERECTION OF ANY MEMBERS.

2. THE CONTRACTOR SHALL FIELD VERIFY THE DIMENSIONS, ELEVATIONS, ETC. NECESSARY FOR THE PROPER CONSTRUCTION AND ALIGNMENT OF THE NEW WORK TO THE EXISTING WORK.

3. WORK SHOWN ON THE DRAWINGS IS NEW, UNLESS NOTED AS EXISTING.

4. EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS WAS OBTAINED FROM DRAWINGS PREPARED BY THE FIRM OF FLEMMING & SILVERMAN ARCHITECTS, DATED 05/05/71 AND LIMITED SITE OBSERVATION. THESE DRAWINGS OF EXISTING CONSTRUCTION ARE AVAILABLE FOR CONTRACTOR USE. HOWEVER, THE AVAILABLE DRAWINGS OF EXISTING CONSTRUCTION MAY NOT NECESSARILY BE COMPLETE. THE CONTRACTOR SHALL FIELD VERIFY ALL PERTINENT INFORMATION.

5. IF ANY ARCHITECTURAL, STRUCTURAL, OR MECHANICAL MEMBERS OR COMPONENTS NOT DESIGNATED FOR REMOVAL INTERFERE WITH THE NEW WORK, THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY AND APPROVAL MUST BE OBTAINED PRIOR TO REMOVAL OF THOSE MEMBERS.

6. THE CONTRACTOR SHALL SAFELY SHORE EXISTING CONSTRUCTION TO ALLOW THE INSTALLATION OF NEW WORK. ALL SHORING METHODS AND SEQUENCING OF DEMOLITION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND HIS ENGINEER.

7. THE CONTRACTOR SHALL SUBMIT A DETAILED PLAN FOR SHORING, BRACING AND PROTECTION OF THE EXISTING CONSTRUCTION. THE PLAN SHALL INCLUDE CONSTRUCTION SEQUENCE, BEAR THE SEAL AND SIGNATURE OF A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NEW YORK, AND BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW PRIOR TO THE BEGINNING OF WORK.

8. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION AND TAKE CARE TO PROTECT EXISTING UTILITIES THAT ARE TO REMAIN IN SERVICE.

9. THE CONTRACTOR SHALL REPAIR ALL DAMAGE CAUSED DURING CONSTRUCTION WITH SIMILAR MATERIALS AND WORKMANSHIP TO RESTORE CONDITIONS TO LEVELS ACCEPTABLE TO THE DESIGN PROFESSIONAL.

10. THE CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION METHODS USED WILL NOT CAUSE DAMAGE TO THE ADJACENT BUILDINGS AND PROPERTY. THIS SHALL INCLUDE ALL FOUNDATION INSTALLATION.

## MASONRY LINTEL SCHEDULE

| WALL TYPE | SPAN | LINTEL | SECTION |
|---|---|---|---|
| 6" MASONRY | 0'-0" TO 1'-3" | BOND BEAM w/ (1) #4 BAR | |
| | 1'-4" TO 4'-6" | WT4x9 | |
| | 4'-7" TO 5'-6" | WT4x10.5 | |
| | 5'-7" TO 6'-6" | WT5x13 | |
| | 6'-7" TO 7'-6" | WT5x13 | |
| | 7'-7" TO 9'-0" | W8x10 + 5/16 x 5 1/2 PL | |
| 8" MASONRY | 0'-0" TO 1'-3" | 8" BOND BEAM w/ (2) #4 BARS | |
| | 1'-4" TO 4'-6" | (2) L4x3 1/2x5/16 LLV | |
| | 4'-7" TO 5'-6" | (2) L4x3 1/2x5/16 LLV | |
| | 5'-7" TO 6'-6" | (2) L5x3 1/2x5/16 LLV | |
| | 6'-7" TO 7'-6" | (2) L6x3 1/2x5/16 LLV | |
| | 7'-7" TO 9'-0" | WT9x25 | |
| 10" MASONRY | 0'-0" TO 1'-3" | 8" BOND BEAM w/ (2) #4 BARS | |
| | 1'-4" TO 4'-6" | (2) L4x3 1/2x5/16 LLV + 5/16 x 9 1/2 PL | |
| | 4'-7" TO 5'-6" | (2) L4x3 1/2x5/16 LLV + 5/16 x 9 1/2 PL | |
| | 5'-7" TO 6'-6" | (2) L5x3 1/2x5/16 LLV + 5/16 x 9 1/2 PL | |
| | 6'-7" TO 7'-6" | (2) L6x3 1/2x5/16 LLV + 5/16 x 9 1/2 PL | |
| | 7'-7" TO 9'-0" | W8x15 + 5/16 x 9 1/2 PL | |
| 4" MASONRY / VENEER w/ 8" MASONRY OR 12" MASONRY | 0'-0" TO 1'-3" | L4x3 1/2x5/16 LLV + 8" BOND BEAM w/ (2) #4 BARS | |
| | 1'-4" TO 4'-6" | (3) L4x3 1/2x5/16 LLV | |
| | 4'-7" TO 5'-6" | (3) L4x3 1/2x5/16 LLV | |
| | 5'-7" TO 6'-6" | (3) L5x3 1/2x5/16 LLV | |
| | 6'-7" TO 7'-6" | (3) L6x3 1/2x5/16 LLV | |
| | 7'-7" TO 8'-6" | W8x15 + 5/16 x 11 1/2 PL | |

**SCHEDULE NOTES:**

1. PROVIDE LINTELS OVER ALL MASONRY OPENINGS AS SCHEDULED UNLESS NOTED OTHERWISE ON THE DRAWINGS.
2. MINIMUM BEARING FOR ALL LINTELS SHALL BE 8" EACH END. LINTELS WITH BOTTOM PLATES SHALL HAVE PLATE FULL LENGTH OF LINTEL AND PLATE SHALL BEAR ON WALL, UNLESS NOTED OTHERWISE ON DRAWINGS.
3. GROUT SOLID AREA 16" W x 24" H BELOW BEARING UNLESS NOTED OTHERWISE ON THE DRAWINGS.
4. COORDINATE MASONRY OPENING SIZES AND LOCATIONS WITH ARCHITECTURAL, MECHANICAL AND PLUMBING DRAWINGS.
5. CONTRACTOR SHALL PROVIDE AN ADDITIONAL ALLOWANCE OF 50 FEET OF L5x3-1/2x5/16 ANGLE FOR INCIDENTAL OPENINGS.
6. FOR MASONRY OPENING SPANS GREATER THAN 6'-0", BOLT ASSEMBLIES TOGETHER AT 1/3 POINTS.
7. FOR ALL W AND WT SHAPE LINTELS, PROVIDE A 1/2x5x7 BEARING PLATE WITH (2) 1/2" DIAMETER x 6" LONG HEADED STUDS, EACH END.
8. STEEL LINTELS EXPOSED TO THE EXTERIOR SHALL BE GALVANIZED UNLESS NOTED OTHERWISE.


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NY ENGINEERING FIRM CERTIFICATE#0021419


**PROJECT INFORMATION**

Project Number
R23.1529L.00

Client Name
**MONROE WOODBURY CSD**

Project Name
**EXTERIOR MOD, BOILER / AC, FIRE ALARM, PA & CLOCKS**

District Office Address
278 ROUTE 32, CENTRAL VALLEY, NY 10917

**PROJECT ISSUE & REVISION SCHEDULE**

| # | Date | Description |
|---|---|---|
| 1 | 11/11/2026 | BID ADDENDUM #2 |

Monroe-Woodbury Central School District
- NORTH MAIN ES - SED# 44-12-01-06-0-002-011
- NORTH MAIN ES - SED# 44-12-01-06-0-002-012

REGISTRATION EXPIRATION DATES

| | |
|---|---|
| David Husberger | 12/31/25 |
| Anthony Marchetti | 05/31/27 |
| Dave Hart | 02/28/28 |
| Jennifer Wengender | 06/30/27 |
| Larry Werts | 12/31/27 |
| James Basile | 05/31/26 |

**PROFESSIONAL STAMPS**

**NEW YORK STATE EDUCATION STATEMENT**
IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND THE COMMISSIONER'S REGULATIONS FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, ENGINEER OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE SEAL OF AN ARCHITECT, ENGINEER OR SURVEYOR IS ALTERED, THE ALTERING ARCHITECT, ENGINEER OR SURVEYOR SHALL AFFIX TO THE ITEM HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

**SHEET INFORMATION**

| Issued | Scale |
|---|---|
| 10/23/2026 | As indicated |

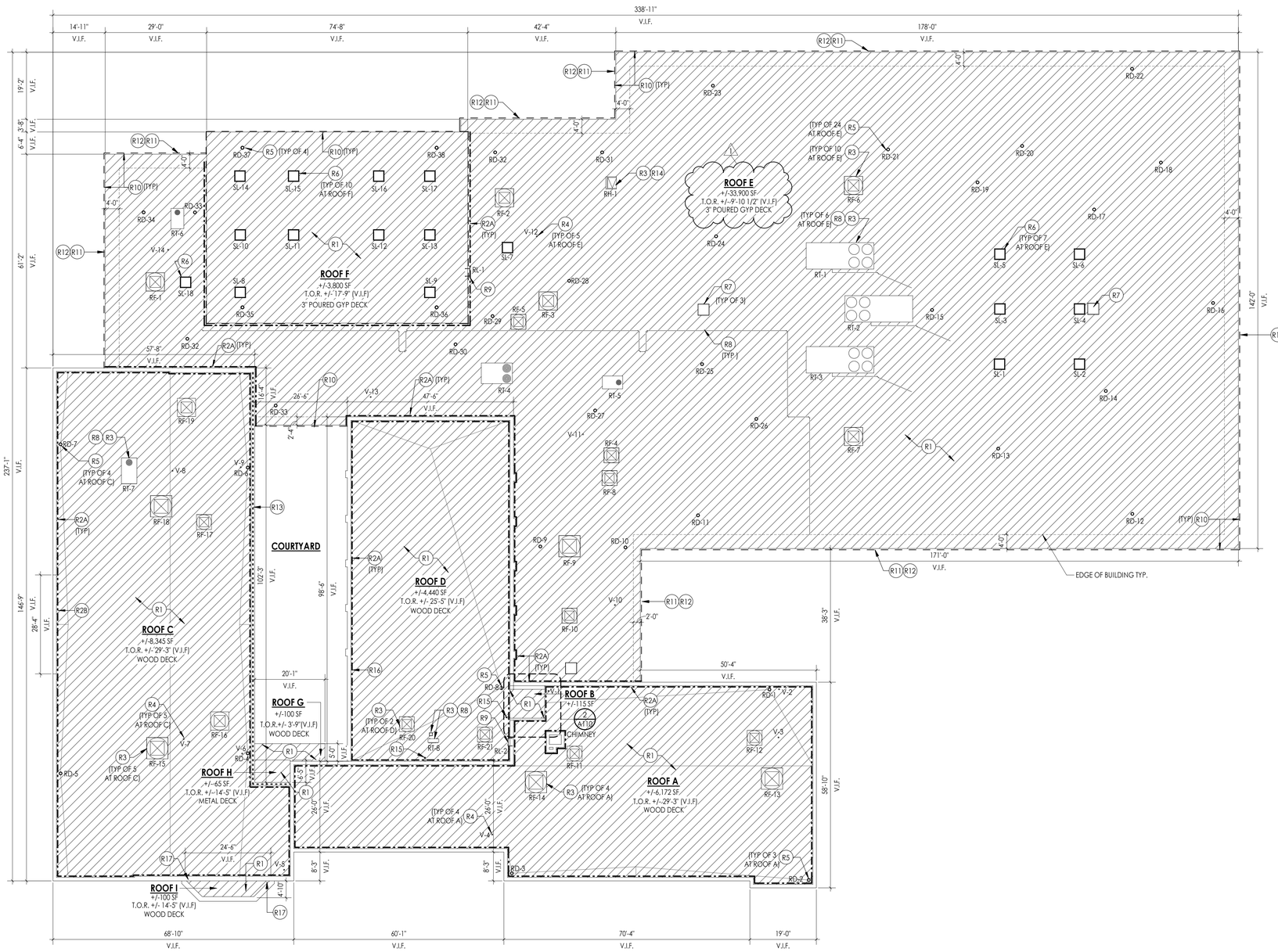
Project Status
BID DOCUMENTS

| Drawn By | Checked By |
|---|---|
| TJE | LDW |

Drawing Title
STRUCTURAL NOTES & TYPICAL DETAILS

Drawing Number
NMES
S900

11/3/2026 1:23:20 PM PROJECT FILES ON ACC




## ROOF DEMO PLAN

1/16" = 1'-0"

# DEMOLITION ROOF GENERAL NOTES

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE THEMSELVES WITH ALL EXISTING CONDITIONS AND DETAILS INVOLVED IN THE DEMOLITION WORK.
2. THE OWNER SHALL PROVIDE THE CONTRACTOR WITH A LIST OF ALL ITEMS TO BE SALVAGED PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL PROTECT ADJACENT SURFACES AND FINISHES NOT SCHEDULED FOR DEMOLITION WORK AND SHALL REPAIR ANY DAMAGED AREAS AS A RESULT OF CONTRACTED WORK AT NO ADDITIONAL COST TO THE OWNER.
4. THE CONTRACTOR SHALL COORDINATE THE DEMOLITION WORK WITH THE OVERALL PROJECT PHASING.
5. THE CONTRACTOR SHALL MAINTAIN AND CONTINUE SAFE ACCESS TO ALL EXITS FOR THE BUILDING OCCUPANTS DURING CONSTRUCTION.

# ROOF KEY SYMBOL LEGEND

| | |
|---|---|
| T.O.R. = XX" | ± APPROX. EXISTING ROOF HEIGHT. |
| ◦ V-# | EXISTING PLUMBING 5" ø VENT STACK. SEE KEYNOTE R4. |
| ○ RD-# | EXISTING ROOF DRAIN. SEE KEYNOTE R5. |
| RH-# | EXISTING ROOF ACCESS HATCH. SEE KEYNOTE R3. |
| SL-# | EXIST. SKYLIGHT AND CURB. SEE KEYNOTE R6. |
| RF-# | EXIST. EXHAUST FAN AND CURB. SEE KEYNOTE R3. |
| RT-# | EXIST. MECH UNIT AND CURB. SEE KEYNOTES R3 & R8. |
| RT-# | EXISTING AC CONDENSING UNIT & PITCH POCKET (PP). SEE KEYNOTES R3 & R8. |
| RL-# | EXISTING ROOF LADDER. SEE KEYNOTES R9. |
| | EXISTING COVERED CURB. SEE KEYNOTE R7. |
| | EXISTING CONDUIT. SEE KEYNOTE R8. |
| | EXISTING PARAPET WALL BASE FLASHING TO BE REMOVED. SEE KEYNOTE R2. |
| | EXISTING ROOF FASCIA TO BE REMOVED. SEE KEYNOTE R10. |
| | EXISTING METAL COPING TO BE REMOVED. SEE KEYNOTE R10. |
| | EXISTING ROOFING SYSTEM & INSULATION TO BE REMOVED. SEE KEYNOTE R1. |

# DEMOLITION ROOF PLAN KEY NOTES

**R1** RC TO REMOVE THE EXISTING ROOFING SYSTEM/ASSEMBLY IN ITS ENTIRETY. REMOVALS SHALL INCLUDE THE STONE BALLAST, ROOFING, BASE AND FLASHING PLIES, INSULATION, CANT STRIPS, DOWN TO EXIST. DECK.

**R2A** RC TO REMOVE EXISTING PARAPET WALL MEMBRANE AND ROOF BASE FLASHING ON ENTIRE ROOF PERIMETER AND PREP TO RECEIVE NEW FLASHING.

**R2B** RC TO REMOVE EXISTING HIGH PARAPET SECTION (4'-6" ABV ROOF DECK) WALL MEMBRANE AND ROOF BASE FLASHING AND PREP TO RECEIVE NEW FLASHING.

**R3** RC, MC, EC TO REMOVE EXISTING CURB FLASHING AT EXISTING VENTS (GOOSENECK), ROOF HATCH, MECHANICAL UNITS (FANS, CONDENSING UNITS, ETC) & PITCH POCKET. REMOVE CURB WHEN APPLICABLE. COOR. W/ MECH. & ELEC. DWGS.

**R4** RC TO REMOVE VENT STACK FLASHING. COORDINATE W/ PLUB. DWGS.

**R5** MC TO REMOVE EXISTING ROOF DRAIN. COORDINATE W/ PLUB. DWGS.

**R6** RC TO REMOVE AND DISCARD SKYLIGHT IN ITS ENTIRETY. PREP ROOF DECK FOR NEW ROOF. COOR. W/ STRUCT. DWGS.

**R7** RC TO REMOVE AND DISCARD COVERED CURB IN ITS ENTIRETY. PREP ROOF DECK FOR NEW ROOF. COOR. W/ STRUCT. DWGS.

**R8** MC, EC TO CONTRACTOR TO TEMPORARILY DISCONNECT & REMOVE EXISTING EQUIPMENTS AND CONDUITS TO ALLOW ROOF REMOVAL. COOR. W/ MECH. & ELEC. DWGS.

**R9** RC TO REMOVE AND DISCARD ROOF LADDER IN ITS ENTIRETY.

**R10** RC TO REMOVE AND DISCARD ROOF FASCIA IN ITS ENTIRETY.

**R11** RC TO REMOVE EXISTING PLYWOOD OVERHANG SOFFIT.

**R12** RC TO MACHINE TOOL AND SCRAPE CHANNEL AT ROOF EDGE.

**R13** RC TO REMOVE AND DISCARD METAL COPING AND METAL PANEL IN ITS ENTIRETY.

**R14** RC TO REMOVE AND DISCARD EXISTING ROOF HATCH.

**R15** EC TO REMOVE EXISTING ANTENNAS. COORD. W/ EC.

**R16** RC TO REMOVE REMOVE EXISTING MASTIC. CLEAN, PREP, & PARGE ENTIRE MASONRY PARAPET WALL FOR NEW SCUPPER INSTALLATION.

**R17** MC TO REMOVE EXISTING SCUPPER. COORDINATE W/ PLUB. DWGS.

# EXISTING ROOF COMPOSITION TYPES

**ROOFS A, D:**
BUILT UP ROOF WITH GRAVEL, 1" INSULATION ON SLOPED WOOD DECKING

**ROOF B:**
ASPHALT SHINGLE ROOFING, TAR PAPER AND 1" INSULATION ON WOOD DECKING

**ROOF C:**
EPDM MEMBRANE WITH TAPERED CRICKETS INSULATION ON SLOPED WOOD DECKING.

**ROOF D:**
BUILT UP ROOF WITH GRAVEL, 1" INSULATION ON SLOPED WOOD DECKING

**ROOFS E, F:**
BUILT UP ROOF WITH GRAVEL, 1/2" PERLITE INSULATION 1" POLYISO ON POURED GYPSUM DECK

**ROOFS G, I:**
BUILT UP ROOF WITH GRAVEL, 1" INSULATION ON WOOD DECKING

**ROOF H:**
BUILT UP ROOF WITH GRAVEL, 1" INSULATION ON METAL DECKING


**CPL | Architecture Engineering Planning**
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NY ENGINEERING FIRM CERTIFICATE#0021419


**PROJECT INFORMATION**

Project Number
R23.15291.00

Client Name
**MONROE WOODBURY CSD**

Project Name
**EXTERIOR MOD, BOILER / AC, FIRE ALARM, PA & CLOCKS**

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| Dave Hart | 02/28/25 |
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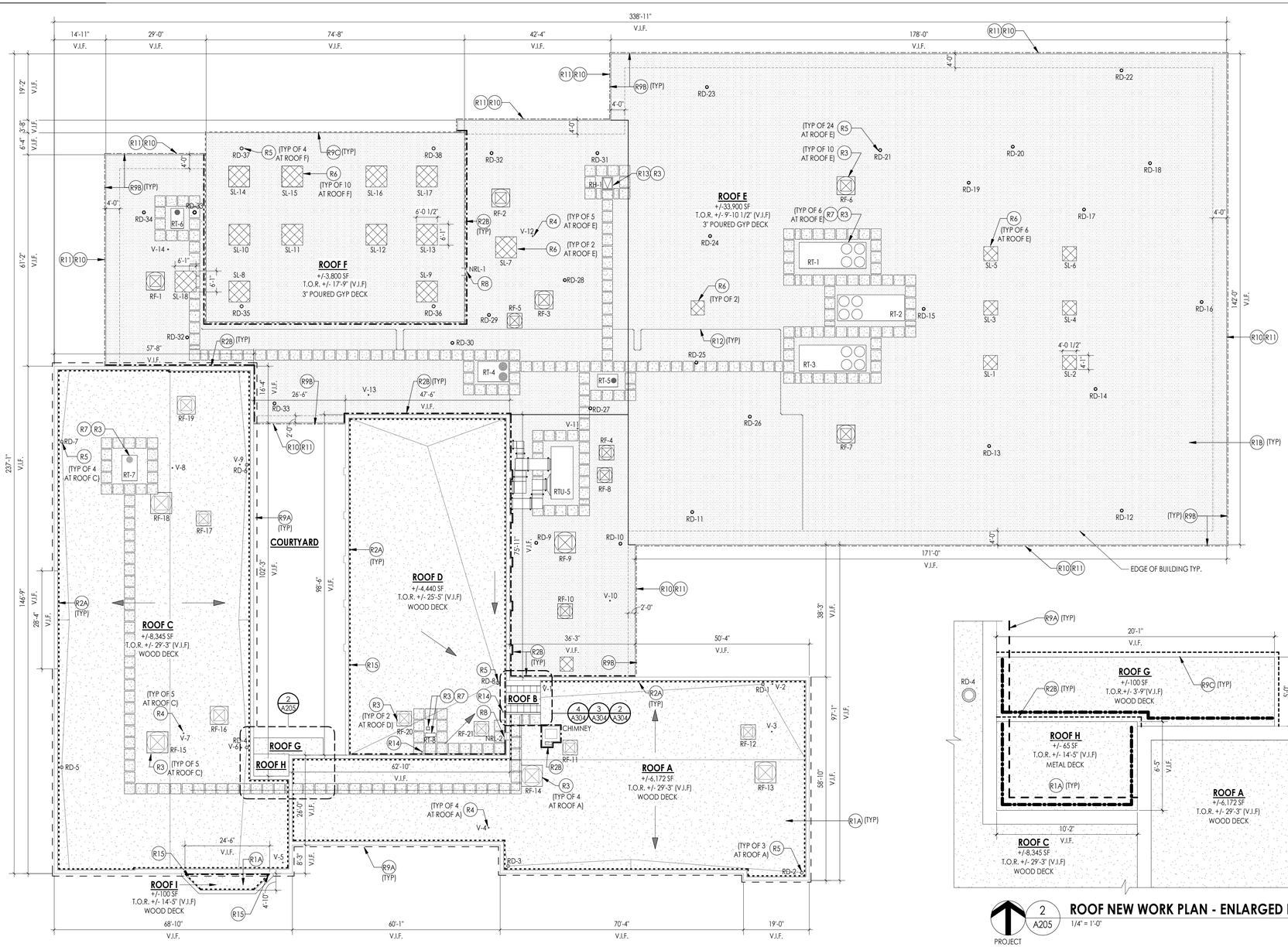
Drawn By
LJ

Checked By
CPL

Drawing Title
ROOF DEMO PLAN

Drawing Number
NMES
A105


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1 A205 — ROOF NEW WORK PLAN
1/16" = 1'-0"




2 A205 — ROOF NEW WORK PLAN - ENLARGED PLAN
1/4" = 1'-0"

## ROOF PLAN GENERAL NOTES

1. ALL DRAWINGS ARE GRAPHIC REPRESENTATIONS OF APPROXIMATE LOCATIONS OF MATERIALS. FIELD VERIFY ALL CONDITIONS PRIOR TO THE COMMENCEMENT OF WORK.
2. REFER TO ALL DRAWINGS IN THE SET FOR LOCATIONS OF ALL ROOF PENETRATIONS. PROVIDE FRAMING AS REQUIRED.
3. WORK AREAS SHALL BE MAINTAINED AND ALL WORK AREAS SHALL BE BROOM CLEAN AT THE END OF EACH DAY.
4. ALL WOOD BLOCKING USED SHALL BE PRESSURE TREATED.
5. THE ROOF ELEVATIONS SHOWN ON THE PLAN ARE SHOWN TO ESTABLISH RELATIVE HEIGHTS OF THE INDIVIDUAL ROOFS.
6. NO WEEP HOLES SHALL BE COVERED OR PLUGGED AS A RESULT OF THE ROOFING WORK, UNLESS OTHERWISE DIRECTED.
7. MAINTAIN WATER TIGHTNESS AND PROVIDE PROTECTION AT ANY/ALL OPENINGS IN THE ROOF LEFT AT THE END OF EACH DAY.
8. PROVIDE CRICKETS FOR WATER DIVERSION AT ALL CURBS, RAILS, ETC. WHICH RUN PERPENDICULAR TO THE SLOPE OF THE INSULATION/SLOPED STRUCTURE.
9. ALL ROOF TOP UNITS SHALL BE MOUNTED ON 16" MIN. INSULATED METAL CURBS. PROVIDE TAPERED INSULATION CRICKETS AS REQUIRED TO SHED WATER. WOOD BLOCKING SHALL BE PROVIDED SO CURBS ARE 12" ABOVE FINISHED ROOF SURFACE.
10. ALL SADDLES AND CRICKETS ARE TO HAVE A MIN. 1/4" PER FOOT SLOPE AS INDICATED. PROVIDE CRICKETS FOR DIVERSION OF WATER AT ALL CURBS, RAILS, ETC. WHICH RUN PERPENDICULAR TO SLOPE OF INSULATION.
11. AT ALL MECHANICAL EQUIPMENT, PROVIDE SLOPED INSULATION AS REQUIRED TO DRAIN ROOF WATER AWAY FROM HIGH SIDE OF CURBS.
12. ALL CURBS FOR MECHANICAL EQUIPMENT SHALL BE PROVIDED BY THE MECHANICAL CONTRACTOR AND INSTALLED BY THE GENERAL CONTRACTOR. ASSOCIATED ROOF/FLASHING BY GENERAL CONTRACTOR.
13. THE INSTALLED ROOFING SYSTEM SHALL MEET ALL REQUIREMENTS FOR CLASSIFICATION AS A UL CLASS "A" ROOF ASSEMBLY.

## ROOF PLAN LEGEND

| | |
|---|---|
| T.O.R. = XX" | ± APPROX. EXISTING ROOF HEIGHT. |
| ◦ V-# | EXISTING PLUMBING 5" ø VENT STACK. SEE KEYNOTE R4. |
| ○ NRD-# | NEW ROOF DRAIN. SEE KEYNOTE R5. |
| RH-# | EXISTING ROOF ACCESS HATCH. SEE KEYNOTE R3. |
| RF-# | EXIST. EXHAUST FAN AND CURB. SEE KEYNOTES R3. |
| RT-# | EXIST. MECH UNIT AND CURB. SEE KEYNOTES R3 & R7. |
| RT-# | EXISTING AC CONDENSING UNIT & PITCH POCKET (PP). SEE KEYNOTES R3 & R7. |
| NRL-# | NEW ROOF LADDER. SEE KEYNOTE R8. |
| | EXISTING CONDUIT. SEE KEYNOTE R7. |
| | NEW EXPANSION JOINT. SEE DETAILS 8 / A800. 9 / A800 & 11 / A800 . |
| | NEW PARAPET WALL BASE FLASHING AND CAP. SEE KEYNOTE R2A. |
| | NEW WALL BASE FLASHING (TYP). SEE KEYNOTE R2B. |
| | NEW PARAPET METAL PANEL. SEE KEYNOTE R9A. |
| | NEW OVERHANG ROOF FASCIA. SEE KEYNOTE R9B. |
| | NEW ROOF FASCIA. SEE KEYNOTE R9C. |
| | NEW EPDM ROOFING & R30 INSULATION AT EXISTING WOOD DECK. SEE KEYNOTE R1A & R2A. |
| | NEW ASPHALT SHINGLE ROOFING AT EXISTING WOOD DECK. SEE KEYNOTE R1C. |
| | NEW EPDM ROOFING & R30 INSULATION AT EXISTING GYP DECK. SEE KEYNOTE R1B &R10. |
| | NEW ROOF INFILL. SEE KEYNOTE R6. |
| | NEW GWB CEILING. SEE KEYNOTE C1. |
| | NEW 30" x30" MEMBRANE WALK PAD. |

## ROOF PLAN KEY NOTES

1 — R1A: PROVIDE NEW EPDM 60 MIL NON-REINFORCED MEMBRANE AND R30 INSULATION SYSTEM ON EXIST. WOOD PITCH DECK W/ NEW CRICKETS W/ POSITIVE PITCH TO DRAINS. INSTALL RECOVERY BOARD ON ROOF DECK. SEE SPECS. SEE DETAIL 1A / A800 .

R1B: PROVIDE NEW EPDM 60 MIL NON-REINFORCED MEMBRANE AND R30 INSULATION SYSTEM ON EXIST. GYP. PITCH DECK W/ NEW CRICKETS W/ POSITIVE PITCH TO DRAINS. INSTALL RECOVERY BOARD ON ROOF DECK. SEE SPECS. SEE DETAIL 1B / A800 .

R1C: PROVIDE NEW ASPHALT SHINGLE, ICE AND WATER SHIELD, AND GYP. COVER BOARD ON EXISTING WOOD DECK. SEE SPECS. SEE DETAILS 1 / A803 & 2 / A803 .

R2A: PROVIDE NEW PARAPET WALL MEMBRANE, ROOF BASE FLASHING AND MTL CAP ON ROOF PERIMETER AS SHOWN. SEE DETAIL 8 / A802 .

R2B: PROVIDE NEW TYP. WALL MEMBRANE AND ROOF BASE FLASHING ON ROOF PERIMETER, AS SHOWN. SEE DETAIL 12 / A800 .

R3: EXTEND OR REPLACE CURB AT VENTS (GOOSENECK), ROOF HATCH, MECH. UNITS (FANS, CONDENSING UNITS, ETC.) & PITCH POCKETS. CURBS TO BE FURNISHED BY M.C. CONTRACTOR AND INSTALLED AND FLASHED BY ROOF G.C. SEE DETAILS 4 / A800. 5 / A800 , 6 / A800 & 10 / A800 .

R4: EXTEND AND REFLASH ALL ROOF VENTS - MIN. 18" ABOVE ROOF SURFACE. SEE DETAIL 3 / A800 .

R5: PROVIDE NEW ROOF DRAIN. NEW DRAINS SHOULD BE ABLE TO ACCEPT 6" OF INSULATION. HYDRO JET AND VIDEO SCOPE NEW ROOF DRAINS BACK TO THE HOUSE TRAP. COORDINATE W/ MC. SEE DETAIL 2 / A800 .

R6: PROVIDE NEW POURED GYP. DECK INFILL OR 2 (3/4) EXT. PLYWOOD INFILL W/ 2X10 W/ JOIST AND HANGERS AT 12"O.C. REPAIR PLASTER CEILING BELOW. COORDINATE W/ STRUCT. DWGS. SEE DETAIL 4 / S900.

R7: RECONNECT POWER TO AC UNITS. CAP ALL AC CONDENSOR LINES AND CAPTURE ALL REFRIGERANT. AT RECONNECTION, ALL UNITS TO BE RECHARGED. COORDINATE W/ EC AND MC.

R8: PROVIDE NEW ROOF LADDER TO PLACE AT PREVIOUS LOCATION, AND REPLACE DAMAGED BRICKS AT LADDER REMOVAL. SEE DETAIL 4 / A851.

R9A: PROVIDE NEW MTL PARAPET CAP AND PANEL. SEE DETAIL 1 / A802 .

R9B: PROVIDE NEW OVERHANG FASCIA, AND PROVIDE BLOCKING TO ACCOMMODATE NEW INSULATION. SEE DETAIL 2 / A801.

R9C: PROVIDE NEW FASCIA (TYP), AND PROVIDE BLOCKING TO ACCOMMODATE NEW INSULATION. SEE DETAIL 7 / A800.

R10: PROVIDE NEW VINYL SOFFIT TO BE INSTALLED AT UNDERSIDE OF ROOF OVERHANG. SEE DETAIL 2 / A801 .

R11: PAINT EXISTING CHANNEL AT ROOF EDGE.

R12: PROVIDE NEW GAS LINES. REFER TO PLUMBING DRAWINGS.

R13: PROVIDE NEW ROOF HATCH. SEE DETAIL 1 / A801 .

R14: REINSTALL EXISTING ANTENNA. COORD. W/ ELECTRICAL DRAWINGS.

R15: PROVIDE NEW SCUPPER. SEE DETAILS 3 / A801 & 4 / A801 .


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R23.15291.00

Client Name
**MONROE WOODBURY CSD**

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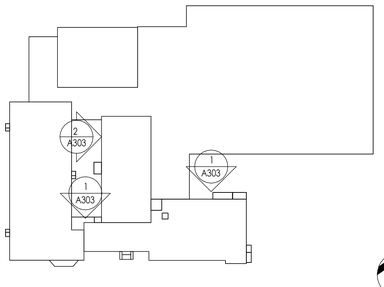
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Drawing Title
ROOF NEW WORK PLAN

Drawing Number
NMES
A205


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KEY PLAN:




PROJECT NORTH

## ELEVATION LEGEND

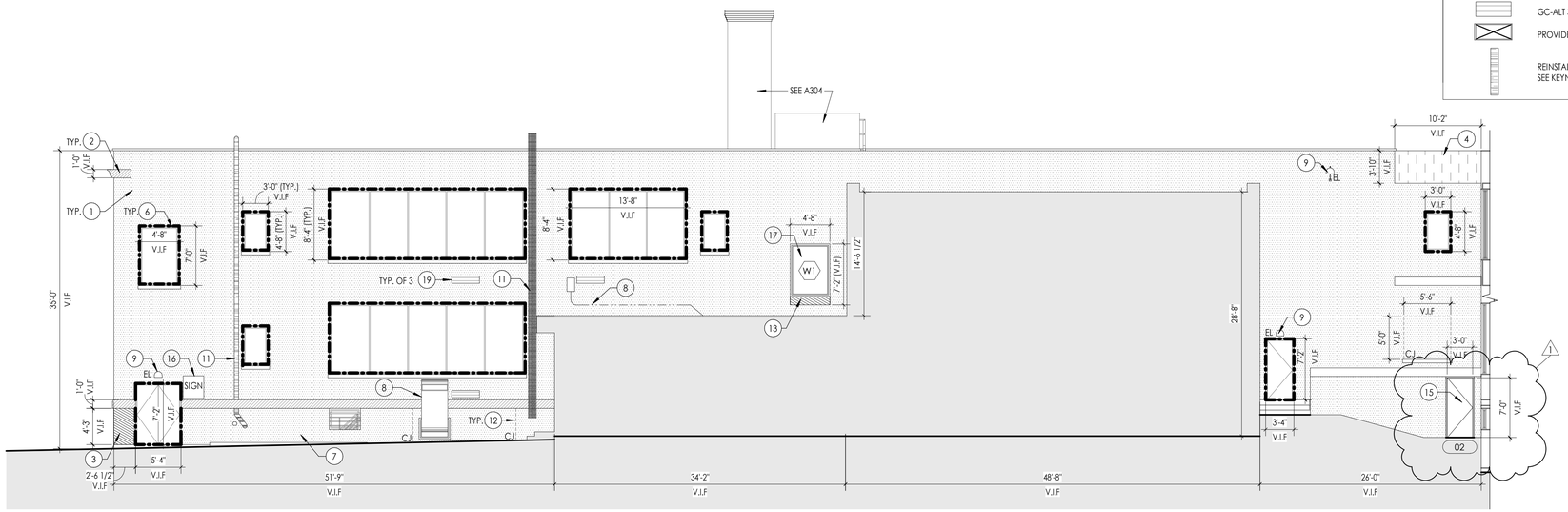
- REPOINT MASONRY. SEE KEYNOTE 1
- APPLY TERRA COTTA COATING. SEE KEYNOTE 2
- INSTALL METAL PANEL. SEE KEYNOTE 4
- PARGE AND REPAINT CONCRETE. SEE KEYNOTE 5
- INSTALL BRICKS. SEE KEYNOTES 3, 13, AND 14
- APPLY WINDOW/DOOR SEALANT. SEE KEYNOTE 6.
- REINSTALL EXIST. ELECTRICAL OR MECHANICAL EQUIPMENT AND CONDUIT LINES. SEE KEYNOTE D8. COORDINATE W/ ELECT. DWGS.
- APPLY EXPANSION JOINT SEALANT. SEE KEYNOTE 12.
- APPLY CONTROL JOINT SEALANT. SEE KEYNOTE 12
- SC — REINSTALL SECURITY CAMERA AND CONDUIT. SEE KEYNOTE 10. COORD. W/ EC.
- SIGN — REINSTALL SIGN. SEE KEYNOTE 16.
- EL — INSTALL NEW EXTERIOR WALL MOUNTED LIGHT. SEE KEYNOTE 9. COORDINATE W/ EC.
- GC-ALT 3: PROVIDE NEW LOUVER. SEE KEYNOTE 19.
- PROVIDE NEW LOUVER, SEE KEYNOTE 20.
- REINSTALL EXISTING DRAINPIPE. SEE KEYNOTE 11.

## ELEVATION GENERAL NOTES

1. ***RENOVATION PROJECTS:*** **ALL DRAWINGS ARE GRAPHIC REPRESENTATIONS OF APPROXIMATE LOCATIONS OF EXISTING AND NEW MATERIALS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK.**
2. ***RENOVATION PROJECTS:*** **MASONRY OPENINGS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL CONDITIONS.**
3. REFER TO **A900'S** DRAWINGS FOR DOOR, FRAME, AND WINDOW TYPES.
4. PROVIDE ALL LOUVER OPENINGS AS REQUIRED. COORDINATE WITH MECHANICAL CONTRACTOR FOR FINAL SIZE AND LOCATION.
5. CONTROL JOINT = CJ
6. SOFT JOINT = SJ
7. EXPANSION JOINT = EJ
8. BUILDING EXPANSION JOINT = BEJ

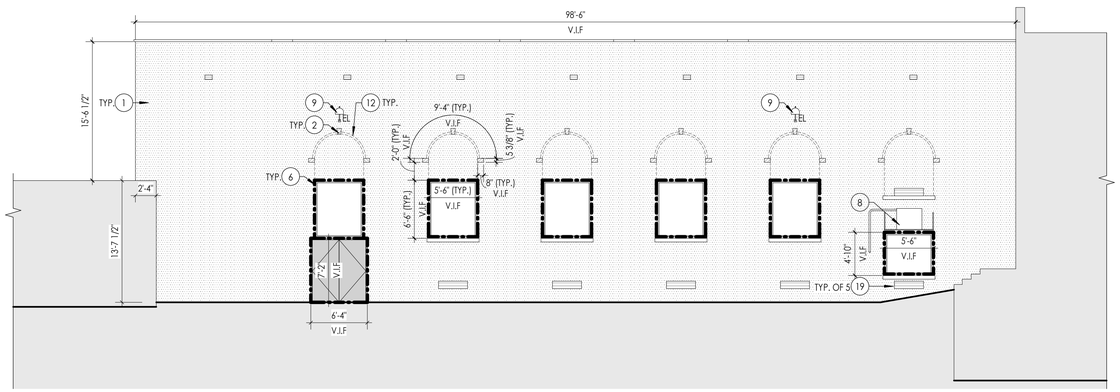
## ELEVATION KEY NOTES

1. GC TO CUT, CLEAN AND POINT EXISTING BRICK MASONRY JOINTS IN AREA SHOWN. APPLY NEW CLEAR, WATER-BASED, BREATHABLE, WATER REPELLANT MASONRY SEALER. SEE DETAIL **3 / A850**.
2. GC TO REPAIR LOOSE TERRA COTTA AND CLEAN AND REPOINT JOINTS. APPLY ELASTOWALL COATING. SEE DETAILS **1 / A851** , **2 / A851** & **3 / A851** .
3. GC TO REPLACE EXISTING FACE BRICKS AND TIES IN AREA SHOWN. SEE DETAILS **2 / A850** & **6 / A850** .
4. GC TO INSTALL NEW METAL PANEL AT PARAPET IN AREA SHOWN. SEE SHEET A802.
5. GC TO PARGE LOOSE, SPALLING AND CRACKED CONCRETE AT STEPS AND EXPOSED FOUNDATIONS AND REPAINT. SEE DETAIL **9 / A850**.
6. GC TO PROVIDE NEW SEALANT AROUND DOOR AND WINDOW.
7. GC TO PROVIDE NEW GUARDRAIL.
8. EC / MC TO REINSTALL ELECTRICAL OR MECHANICAL UNITS AND CONDUITS. COORD. W/ ELECT. & MECH. DRAWINGS.
9. EC TO REINSTALL WALL MOUNTED LIGHT. COORDINATE W/ EC.
10. EC TO REINSTALL SECURITY CAMERA. COORDINATE W/ EC.
11. MC TO REINSTALL EXISTING STORM WATER DRAIN LINE. COORD. W/ PC.
12. GC TO REPLACE EXISTING SEALANT AND BACKER ROD IN CONTROL AND EXPANSION JOINT. SEE DETAIL **4 / A850**.
13. GC TO INFILL BRICK MASONRY WALL TO MATCH EXISTING. SEE DETAIL **5 / A850**.
14. GC TO REPLACE EXISTING FACE BRICK IN AREA SHOWN. MACHINE TOOL CLEAN EXPOSED STEEL BEAMS AND LINTEL. PREP, PAINT AND PROVIDE NEW FLASHING AND WEEPS AT NEW BRICK INSTALLATIONS. SEE DETAIL **7 / A850**.
15. GC TO PROVIDE NEW FRP DOOR. SEE SHEET A700.
16. GC TO REINSTALL SIGN.
17. GC TO PROVIDE NEW WINDOW. SEE SEE PLAN **4 / A700**.
18. GC TO PROVIDE NEW CHIMNEY CAP. SEE DETAIL **7 / A802** .
19. GC-ALT 3: MC TO PROVIDE NEW LOUVER AS PER MECHANICAL DWGS. SEE DETAILS **6 / A851** & **8 / A851** .
20. MC TO PROVIDE NEW LOUVER AS PER MECHANICAL DWGS.




1 A303 **SECTION NEW WORK - 3**

1/8" = 1'-0"




2 A303 **SECTION NEW WORK - 4**

1/8" = 1'-0"


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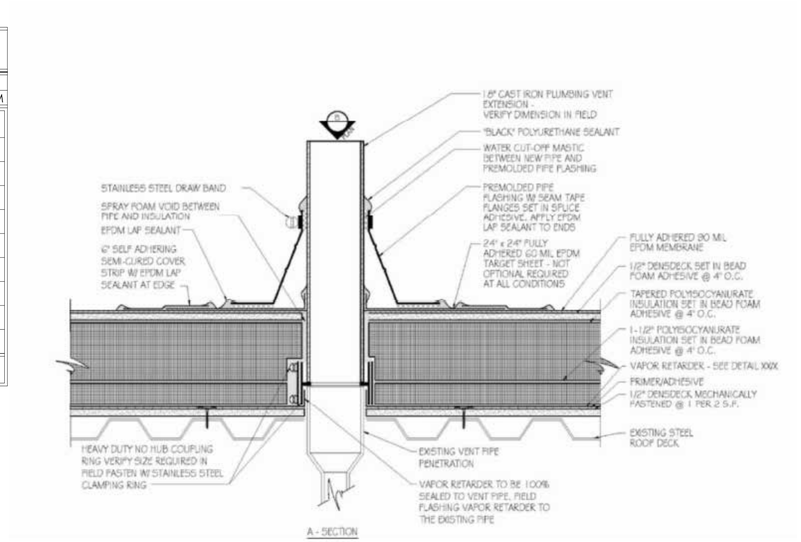
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BUILDING ELEVATIONS NEW WORK-4

Drawing Number
NMES
A303

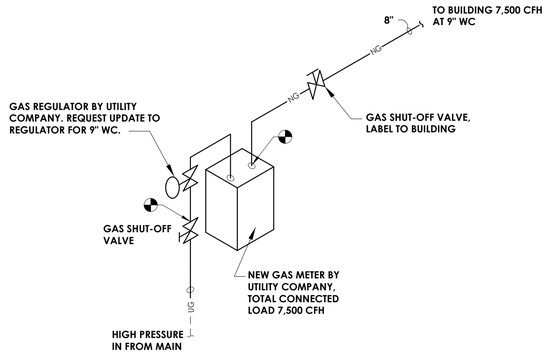

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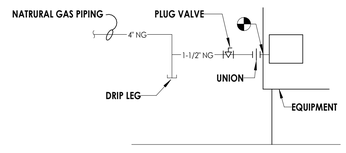
## GAS LOAD SCHEDULE

| EQUIPMENT | BTU/HR INPUT | PRESSURE-IN WC | |
|---|---|---|---|
| | | MINIMUM | MAXIMUM |
| BOILER, B-1 (NEW) | 1,750,00 | 4 | 14 |
| BOILER, B-2 (NEW) | 1,750,00 | 4 | 14 |
| BOILER, B-3 (NEW) | 1,750,00 | 4 | 14 |
| ROOF TOP UNIT, RTU-1 (NEW) | 486,000 | 5 | 14 |
| ROOF TOP UNIT, RTU-2 (NEW) | 486,000 | 5 | 14 |
| ROOF TOP UNIT, RTU-3 (NEW) | 486,000 | 5 | 14 |
| ROOF TOP UNIT, RTU-4 (NEW) | 162,000 | 5 | 14 |
| ROOF TOP UNIT, RTU-5 (NEW) | 486,000 | 5 | 14 |
| ROOF TOP UNIT (EXISTING) | 115,000 | 1.8 | 13 |
| | | | |
| BUILDING TOTAL | 7,473,000 | | |



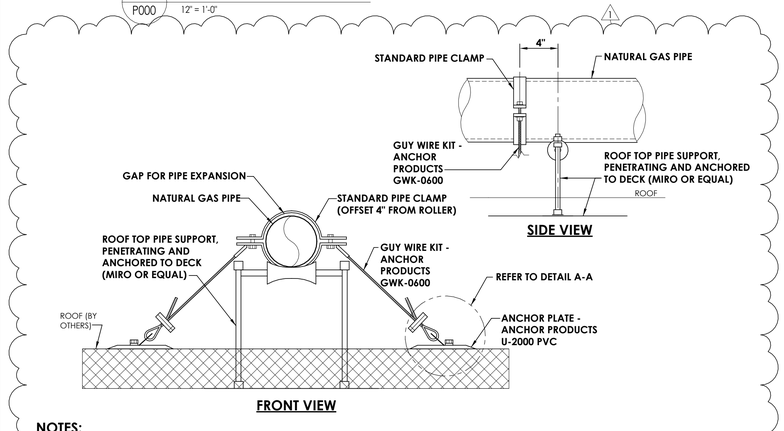

1 P000 **VENT THROUGH ROOF DETAIL**
12" = 1'-0"




4 P000 **PLMB - GAS CONNECTION DETAIL**
12" = 1'-0"

2 P000 **GAS METER DETAIL**
12" = 1'-0"




**NOTES:**

1. MIRO, OR EQUAL, MANUFACTURED ROOF TOP GAS PIPING SUPPORTS SHALL BE INSTALLED MINIMUM EVERY 10'.
2. ANCHORED SUPPORT WITH RISER/BAND CLAMP AND GUY WIRE ANCHOR ASSEMBLY EVERY OTHER SUPPORT (EVERY 20').
3. BE SURE TO LEAVE GAP BETWEEN PIPE AND CLAMP FOR EXPANSION/CONTRACTION OF PIPE.
4. FOR BASE BID, ASSUME ROOF IS FULLY ADHERED EPDM. PRIOR TO ENGAGING THIRD PARTY DELEGATED DESIGNER AT SUBMITTAL PHASE, CONTRACTOR TO CONFIRM EXISTING ROOF TYPE IN FIELD.
5. PC TO PROVIDE ALL ROOF SUPPORTS AND ACCESSORIES AND INSTALL ALL GRAVITY SUPPORTS. COORDINATE WITH GC FOR INSTALLATION OF ALL WORK THAT IMPACTS ROOF WARRANTY.

3 P000 **ROOF GAS PIPING SUPPORT DETAIL**
12" = 1'-0"

## GENERAL NOTES

A. ALL WORK SHALL COMPLY WITH STATE AND LOCAL CODES. AND SPECIAL OCCUPANCY STANDARDS.

B. DOMESTIC WATER LINES SHALL BE TYPE L COPPER, LEAD FREE JOINTS. INSULATE ALL PIPING WITH PREFORMED FIBERGLASS PIPE INSULATION WITH ASJ COVER SIZED PER STATE ENERGY CODE. ALL FITTINGS AND VALVES TO BE COVERED WITH PREFORMED PVC FITTING COVERS. ALL EXPOSED VERTICAL FIXTURE SUPPLY LINES TO BE COVERED WITH PVC JACKET TO 7' ABOVE FINISHED FLOOR. UNLESS OTHERWISE NOTED ON PLANS OR SPECS.

C. PROVIDE WATER HAMMER ARRESTORS AS REQUIRED BY STATE PLUMBING CODE ON BRANCH PIPING TO EACH TOILET ROOM, LAUNDRY ROOM, SOLENOID VALVE, FAST CLOSING VALVE OR AS OTHERWISE REQUIRED BY CODE.

D. UNDERGROUND SANITARY AND VENT PIPING SHALL BE SERVICE WEIGHT CAST IRON. HUB AND SPIGOT WITH RUBBER GASKET PUSH JOINTS. ABOVE GROUND SANITARY AND VENT PIPING SHALL BE NO-HUB CAST IRON OR DWV COPPER WITH DWV COPPER FITTINGS.

E. UNDERGROUND STORM PIPING SHALL BE SERVICE WEIGHT CAST IRON. HUB AND SPIGOT WITH RUBBER GASKET PUSH JOINTS. ABOVE GROUND STORM PIPING SHALL BE NO-HUB CAST IRON. ROOF DRAIN BODIES AND HORIZONTAL ABOVE GRADE PIPING SHALL BE INSULATED WITH PREFORMED FIBERGLASS PIPE INSULATION.

F. SANITARY AND STORM CLEANOUTS TO BE PROVIDED AS PER STATE PLUMBING CODE AT END OF EACH BRANCH, AT LEAST EVERY 100' ALONG THE MAINS AND AT 90 DEGREE CHANGE IN DIRECTION.

G. NATURAL GAS PIPING BELOW GRADE SHALL BE HDPE. NATURAL GAS PIPING ABOVE GRADE SHALL BE ASTM A53 SCH 40 BLACK STEEL. WITH SCREWED JOINTS IN PIPE UP TO 2 1/2" AND WELDED JOINTS IN PIPE 3" AND ABOVE. ALL EXTERIOR EXPOSED GAS PIPE SHALL BE PAINTED (GREY, YELLOW OR AS OTHERWISE SPECIFIED BY THE ARCHITECT).

H. IT IS THE RESPONSIBILITY OF THE PLUMBING CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS WITHIN THE BUILDING PRIOR TO COMMENCEMENT OF ALL DEMOLITION AND NEW WORK.

I. IT IS THE RESPONSIBILITY OF THE PLUMBING CONTRACTOR TO REMOVE AND REPLACE EXISTING CEILINGS UNLESS OTHERWISE NOTED ON THE ARCHITECTURAL DRAWINGS, FOR PERFORMING DEMOLITION OR NEW WORK WITHIN THE BUILDING. THE CONTRACTOR SHALL REINSTALL THE CEILING SYSTEMS TO MATCH THE ORIGINAL INSTALLATION. ANY CEILING SYSTEM COMPONENT DAMAGED DURING DEMOLITION, STORAGE, OR RE-INSTALLATION SHALL BE REPLACED WITH A NEW AT NO EXPENSE TO THE OWNER.

J. UNLESS SHOWN ON THE ARCHITECTURAL DRAWINGS. IT IS THE RESPONSIBILITY OF THE PLUMBING CONTRACTOR TO PATCH AND FINISH ALL EXISTING PIPE PENETRATIONS AND TRENCHING THRU FLOOR AND WALLS AFTER DEMOLITION. IN ADDITION, ALL NEW PENETRATIONS AND TRENCHING SHALL BE PROVIDED FOR INSTALLATION OF PLUMBING SYSTEM INCLUDING, BUT NOT LIMITED TO, EQUIPMENT, PIPING, ETC.

K. ALL PIPING AND CONDUIT PENETRATIONS THRU RATED WALLS OR FLOORS SHALL BE PROVIDED WITH FIRE/SMOKE STOPPING.

L. ALL PIPING SYSTEMS SHALL BE PRESSURE TESTED, PURGED, DISINFECTED AND/OR AIR REMOVED AS DICTATED BY CODE, MANUFACTURER SPECIFICATION, HEALTH DEPARTMENT AND/OR OTHER RELATED INDUSTRY STANDARDS. TEST REPORTS SHALL BE SUBMITTED FOR DOCUMENTATION.

M. COORDINATE MOUNTING OF FIXTURES AND TRIM WITH ARCHITECTURAL ELEVATIONS, MILLWORK, SPECIALTY EQUIPMENT AND ADA GRAB BARS.

N. FLOOR DRAINS AND FLOOR SINKS SHALL BE FLUSH TO FLOOR AND LOCATED AT A LOW POINT IN FLOOR UNLESS OTHERWISE NOTED ON THE PLANS. FLOOR DRAINS SHALL HAVE EITHER A TRAP PRIMER OR TRAP GUARD INSTALLED.

O. SLOPE SANITARY DRAINAGE PIPING 2 1/2" AND LESS MINIMUM OF 1/4" PER FOOT. SLOPE SANITARY DRAINAGE PIPING 3" AND LESS MINIMUM OF 1/8" PER FOOT.

P. PROVIDE SHUTOFF VALVES IN ALL DOMESTIC WATER PIPING SYSTEM BRANCHES SERVING TWO OR MORE FIXTURES.

Q. INSTALL PIPING SO ALL VALVES, STRAINERS, TRAPS, ETC. ARE ACCESSIBLE.

## FIXTURES & FITTINGS LEGEND

| | |
|---|---|
| | TEE OUTLET - UP |
| | TEE OUTLET - DOWN |
| | CONNECTION - BOTTOM |
| | CONNECTION TOP |
| | ELBOW - TURNED UP |
| | ELBOW - TURNED DOWN |
| | PIPE CAP |
| | UNION |
| | BALL VALVE |
| | BALANCING VALVE |
| | CHECK VALVE |
| | BUTTERFLY VALVE |
| | CONTROL VALVE, PNEUMATIC 2-WAY |
| | GATE VALVE |
| | PLUG VALVE |
| | PRESSURE REDUCING VALVE |
| | SOLENOID OPERATED VALVE |
| | GAS PRESSURE REGULATOR |
| CO | CLEAN OUT |
| FCO | FLOOR CLEAN OUT |
| WCO | WALL CLEAN OUT |
| HB | HOSE BIBB |
| NFHB | NON FREEZE HOSE BIBB |
| YH | YARD HYDRANT |
| FD | FLOOR DRAIN |
| FFD | FUNNEL FLOOR DRAIN |
| FS | FLOOR SINK |
| RD | ROOF DRAIN |
| | PIPE GUIDE |
| | PIPE ANCHOR |
| | FLEXIBLE PIPE CONNECTOR |
| | EXPANSION JOINT |
| WF | FLOW SWITCH |
| VS | TAMPER SWITCH |
| AQ | AQUASTAT PRESSURE |
| | THERMOMETER |
| | INLINE PUMP |
| A | WATER HAMMER ARRESTER |
| RPZ | REDUCED PRESSURE ZONE BACK FLOW PREVENTER |
| DC | DOUBLE CHECK VALVE ASSEMBLY |
| | SHOWER HEAD |
| | SPRINKLER HEAD |
| | POINT OF CONNECTION |
| | POINT OF REMOVAL |

## PIPING LEGEND

| | |
|---|---|
| XX | PIPING |
| XX | PIPING BELOW GRADE |
| X | EXISTING PIPING |
| CW | COLD WATER |
| HW | HOT WATER |
| HWR | HOT WATER RECIRCULATING |
| SAN | SANITARY SEWER |
| AW | ACID WASTE |
| IW | INDIRECT WASTE |
| ST | STORM SEWER |
| CA | COMPRESSED AIR |
| LA | LABORATORY COMPRESSED AIR |
| MA | MEDICAL COMPRESSED AIR |
| CL | CHLORINATED WATER |
| DE | DEIONIZED WATER |
| DI | DISTILLED WATER |
| SW | SOFT WATER |
| DWC | CHILLED DRINKING WATER SUPPLY |
| DWR | CHILLED DRINKING WATER RECIRCULATING |
| LS | LAWN SPRINKLER SUPPLY |
| DF | DIESEL FUEL |
| FILL | FILL LINE |
| FOF | FUEL OIL FILL |
| FOG | FUEL OIL GAUGE |
| FOS | FUEL OIL SUPPLY |
| FOR | FUEL OIL RETURN |
| LO | LUBRICATING OIL |
| WO | WASTE OIL |
| G | GAS - LOW PRESSURE |
| MG | GAS - MEDIUM PRESSURE |
| HG | GAS - HIGH PRESSURE |
| LPG | LIQUIFIED PROPANE GAS |
| NLG | NON-LEADED GASOLINE |
| PG | PREMIUM GASOLINE |
| RG | REGULAR GASOLINE |
| H | HUMIDIFICATION LINE |
| O2 | OXYGEN |
| LO2 | LIQUID OXYGEN |
| N2 | NITROGEN |
| NO2 | NITROUS OXIDE |
| CO2 | CARBON DIOXIDE |
| VA | VACUUM |
| VPD | VACUUM PUMP DISCHARGE |
| MV | MEDICAL VACUUM |
| LV | LABORATORY VACUUM |
| WVC | WET VACUUM CLEANING |
| DVC | DRY VACUUM CLEANING |
| SP | FIRE PROTECTION/SPRINKLER |
| V | VENT |
| AV | ACID WASTE VENT |
| GV | GAS VENT |
| FOV | FUEL OIL VENT |
| WOV | WASTE OIL VENT |
| | PLUMBING TO BE REMOVED |


**CPL | Architecture Engineering Planning**
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**CPLteam.com**

NY ENGINEERING FIRM CERTIFICATE#0021419


**PROJECT INFORMATION**

Project Number
R23.15291.00

Client Name
**MONROE WOODBURY CSD**

Project Name
**EXTERIOR MOD, BOILER / AC, FIRE ALARM, PA & CLOCKS**

District Office Address
278 ROUTE 32, CENTRAL VALLEY, NY 10917

**PROJECT ISSUE & REVISION SCHEDULE**

| # | Date | Description |
|---|---|---|
| 1 | 11/11/26 | BID ADDENDUM 2 |

Monroe-Woodbury Central School District
NORTH MAIN ES - SED# 44-12-01-06-0-002-011
NORTH MAIN ES - SED# 44-12-01-06-0-002-012

REGISTRATION EXPIRATION DATES

| | |
|---|---|
| David Hunsberger | 12/31/25 |
| Anthony Marchetti | 05/31/27 |
| Dave Hart | 02/29/26 |
| Jennifer Wengender | 06/30/27 |
| Larry Werts | 12/31/27 |
| James Basile | 05/31/26 |

**PROFESSIONAL STAMPS**

**NEW YORK STATE EDUCATION STATEMENT**
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**SHEET INFORMATION**

| Issued | Scale |
|---|---|
| 10/23/2026 | As indicated |

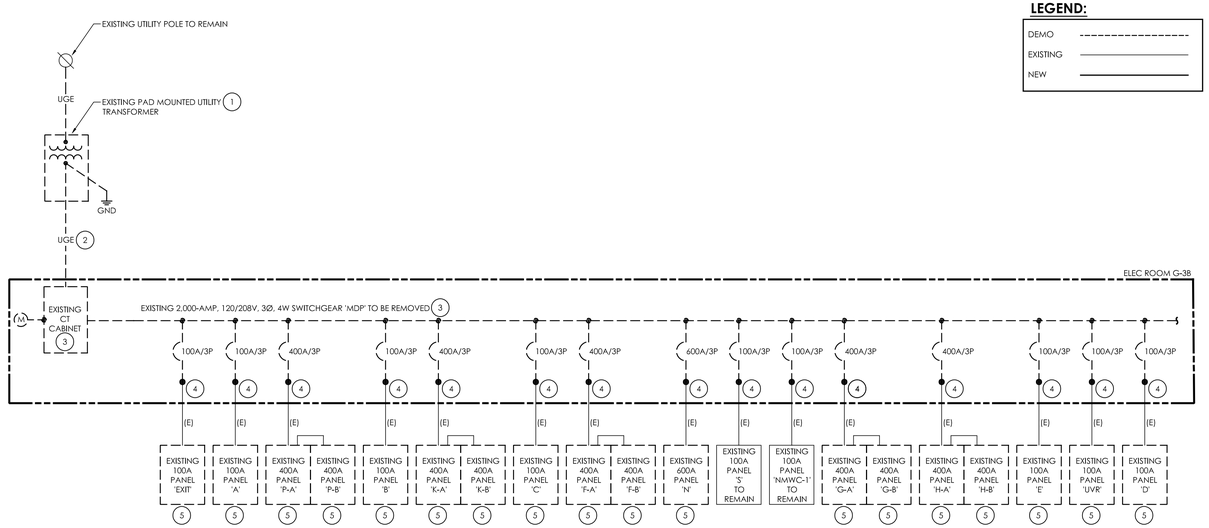
Project Status
BID DOCUMENTS

| Drawn By | Checked By |
|---|---|
| MLS | JJW |

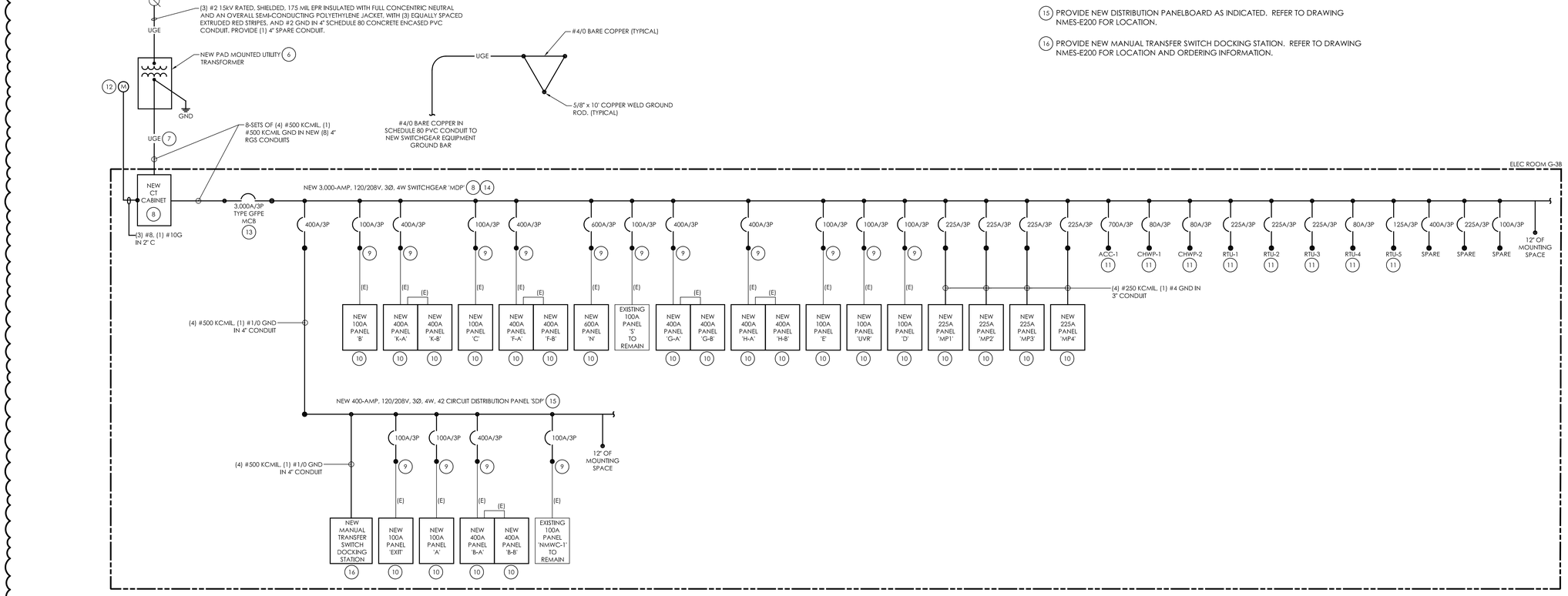
Drawing Title
PLUMBING LEGEND, NOTES, & SYSTEM DIAGRAMS

Drawing Number
NMES P000


11/11/2026 1:50:01 PM <project location>\2\ Design & Project Files on BIM 360




1 E001 **ELECTRIC SINGLE LINE DIAGRAM - DEMO**
NO SCALE




2 E001 **ELECTRIC SINGLE LINE DIAGRAM - NEW WORK**
NO SCALE

**LEGEND:**

| | |
|---|---|
| DEMO | ---------- |
| EXISTING | ———— |
| NEW | ———— |

## KEY NOTES:

1. DISCONNECT EXISTING PAD MOUNTED TRANSFORMER FROM PRIMARY AND SECONDARY FEEDERS. TRANSFORMER TO BE REMOVED BY ORANGE AND ROCKLAND. TRANSFORMER PAD TO BE REMOVED BY EC.
2. DISCONNECT AND REMOVE EXISTING UNDERGROUND SECONDARY FROM TRANSFORMER TO CT CABINET IN ITS ENTIRETY.
3. DISCONNECT AND REMOVE EXISTING CT CABINET, METER, AND MAIN SWITCHGEAR (MDP), INCLUDING ALL CIRCUIT BREAKERS INDICATED. MDP CABINET TO REMAIN TO HOUSE EXISTING BRANCH PANEL FEEDERS. PROVIDE A BLANK FRONT COVER TO MDP CABINET.
4. BRANCH PANEL FEEDERS TO REMAIN IN MDP CABINET FOR SPLICING TO NEW MDP AT NEW LOCATION. TAG ALL FEEDERS.
5. DISCONNECT AND REMOVE EXISTING PANELBOARDS. PULL ALL FEEDERS AND BRANCH CIRCUITRY BACK TO AN AREA OUTSIDE OF DEMOLITION AND TAG FOR REUSE. REFER TO THE E100-SERIES DRAWINGS FOR FURTHER INFORMATION.
6. NEW TRANSFORMER TO BE PROVIDED BY ORANGE AND ROCKLAND. TRANSFORMER TO BE PLACED ON NEW TRANSFORMER PAD. REFER TO DRAWING NMES-E003 FOR LOCATION.
7. PROVIDE NEW UNDERGROUND SECONDARY FEEDER AS INDICATED.
8. PROVIDE NEW SWITCHGEAR WITH CT CABINET AS INDICATED. PROVIDE WITH INTEGRAL SURGE SUPPRESSION DEVICE (SPD). REFER TO DRAWING NMES-E200 FOR LOCATION.
9. SPLICE FEEDERS IN EXISTING MDP CABINET AND RUN NEW CONDUIT AND WIRING SIZED IN KIND FROM MDP CABINET TO NEW SWITCHGEAR.
10. PROVIDE NEW PANELBOARDS AS INDICATED. REFER TO THE E200 SERIES DRAWINGS FOR LOCATIONS, AND THE E900 SERIES DRAWINGS FOR PANELBOARD INFORMATION.
11. REFER TO DRAWING NMES-E901 FOR CONDUIT/WIRE SIZING TO NEW EQUIPMENT.
12. PROVIDE NEW METER. METER TO BE STANCHION MOUNTED AT TRANSFORMER LOCATION.
13. OCPD BREAKER TO BE EQUIPPED WITH AN ENERGY REDUCING MAINTENANCE SWITCH (ERMS). PROVIDE TRIP SETTING PER MANUFACTURERS RECOMMENDATION AND PER NEC 240.87
14. ON THE EXTERIOR OF THE NEW SWITCHGEAR PROVIDE A RED PLACARD WITH WHITE LETTERING READING THE FOLLOWING:
    - PORTABLE STANDBY GENERATOR LOCATED ON THE WEST ELEVATION OF FACILITY IN PROXIMITY TO THE EXTERIOR STAIRWELL.
    - WARNING: SHOCK HAZARD EXISTS IF GROUNDING ELECTRODE CONDUCTOR OR BONDING JUMPER CONNECTION IN THE EQUIPMENT IS REMOVED WHILE ALTERNATE ENERGY SOURCE IS ENERGIZED.
    - FOR CONNECTION OF A NON-SEPARATELY DERIVED SYSTEM ONLY.
15. PROVIDE NEW DISTRIBUTION PANELBOARD AS INDICATED. REFER TO DRAWING NMES-E200 FOR LOCATION.
16. PROVIDE NEW MANUAL TRANSFER SWITCH DOCKING STATION. REFER TO DRAWING NMES-E200 FOR LOCATION AND ORDERING INFORMATION.

## GENERAL NOTES:

A. ORANGE AND ROCKLAND IDENTIFICATION NUMBER IS 20260620090-11877.

B. ALL UTILITY WORK WITH THE TRANSFORMER, CT CABINET, AND METER TO BE COORDINATED WITH ORANGE AND ROCKLAND.

C. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE ADVANCE NOTICE TO OWNER PRIOR TO ANY ELECTRICAL SERVICE SHUT-DOWN(S).

D. ANY EQUIPMENT, AS WELL AS IT'S ASSOCIATED FEEDERS, CIRCUITING AND CONDUITS LABELED (E) SHALL REMAIN UNLESS OTHERWISE NOTED.

E. EXISTING AS-BUILT INFORMATION SHOWN ON DRAWINGS HAS BEEN TAKEN FROM EXISTING DOCUMENTS AND FIELD OBSERVATION. NOT ALL EXISTING RACEWAYS, DEVICES, JUNCTION BOXES, ETC. MAY BE SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING EQUIPMENT AND EXACT CONDUIT ROUTING DURING CONSTRUCTION.

F. CONTRACTOR SHALL PROVIDE AN UPDATED PANELBOARD SCHEDULE FOR ANY PANELBOARDS AFFECTED DURING CONSTRUCTION.

G. CIRCUIT BREAKERS SHALL BE UL LISTED/LABELED AND SHALL MATCH INTERRUPTING RATING OF EXISTING PANEL.

H. FOR EXISTING FEEDERS SHOWN BEING REMOVED IN THEIR ENTIRETY BACK TO SOURCE; THE ELECTRICAL CONTRACTOR HAS THE OPTION TO RE-USE A FEEDER PORTION IF LOCATION, SIZE AND CONDITION OF THAT FEEDER PERMITS. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF POSSIBLE FEEDER RE-USE. UPON APPROVAL FROM ENGINEER, CONTRACTOR SHALL INSTALL ASSOCIATED JUNCTION/SPLICE BOX SIZED PER NEC AND SPLICES TO ACCOMMODATE EXTENSION OF EXISTING FEEDER WITH SIZE SHOWN OF NEW ON ONE-LINE DIAGRAM.

I. ALL EXISTING PANEL BOARD CIRCUIT SCHEDULES SHALL BE KEPT AND USED TO LABEL ALL NEW CIRCUIT BREAKERS IN NEW PANELS.

J. REFER TO DRAWING E800 FOR ALL ELECTRICAL DETAILS.


**CPL | Architecture Engineering Planning**
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NY ENGINEERING FIRM CERTIFICATE#0021419


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| No | Date | Description |
|---|---|---|
| 1 | 11/11/26 | BID ADDENDUM 2 |

**PROFESSIONAL STAMPS**


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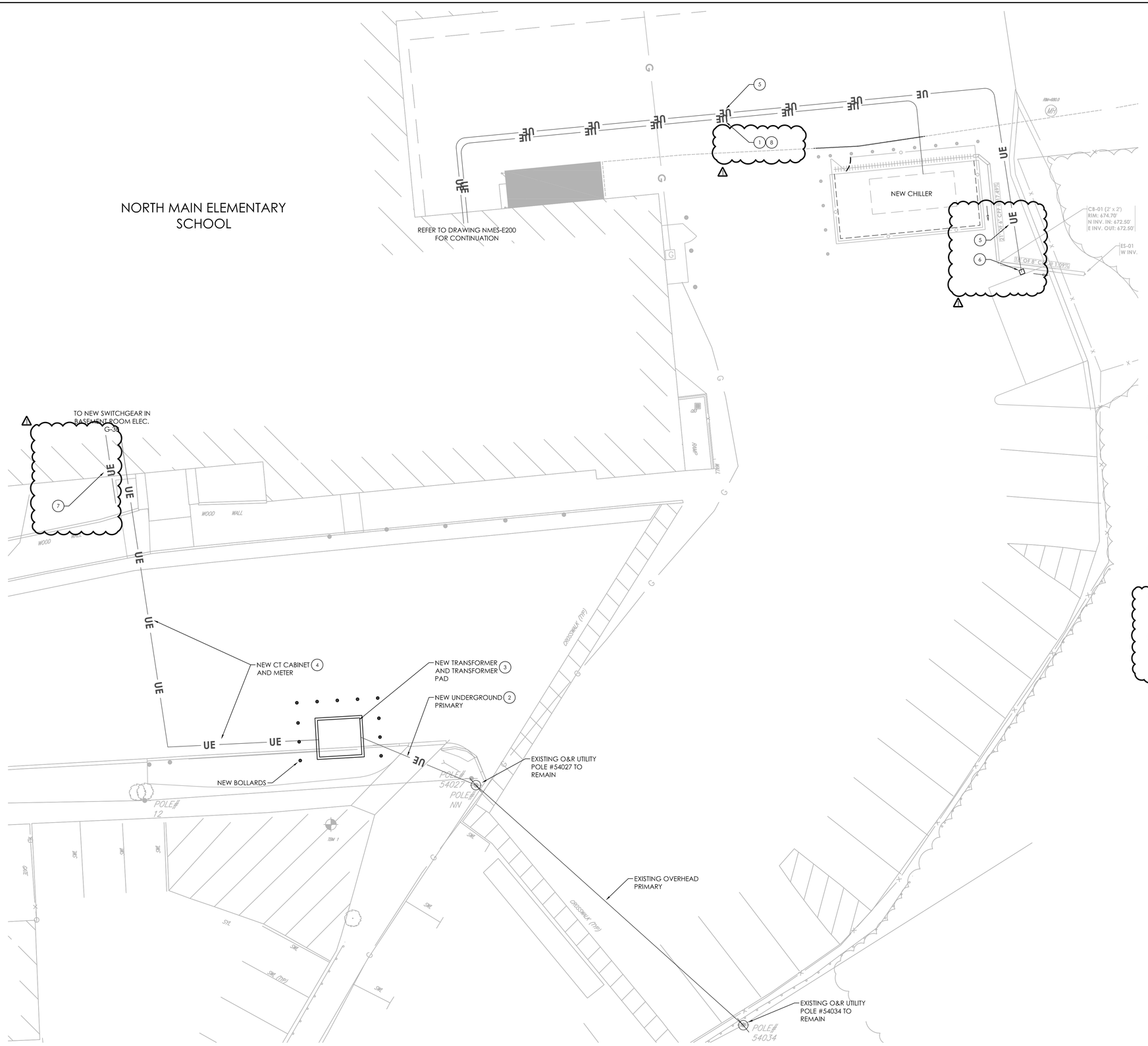

**SHEET INFORMATION**

| | |
|---|---|
| Issued | Scale |
| 10/19/2026 | NONE |
| Project Status | Civil Revision Number |
| BID DOCUMENTS | |
| Drawn By | Checked By |
| JBT | ARM |

Drawing Title
ELECTRICAL ONE LINE DIAGRAM

Drawing Number
NMES
E001

NORTH MAIN ELEMENTARY SCHOOL




## GENERAL NOTES:

A. ORANGE AND ROCKLAND IDENTIFICATION NUMBER IS 20260620090-11877.

B. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE ADVANCE NOTICE TO OWNER PRIOR TO ANY ELECTRICAL SERVICE SHUT-DOWN(S).

C. ANY EQUIPMENT, AS WELL AS ITS ASSOCIATED FEEDERS, CIRCUITING, AND CONDUITS LABELED (E) SHALL REMAIN UNLESS OTHERWISE NOTED.

D. EXISTING AS-BUILT INFORMATION SHOWN ON DRAWINGS HAS BEEN TAKEN FROM EXISTING DOCUMENTS AND FIELD OBSERVATION. NOT ALL EXISTING RACEWAYS, DEVICES, JUNCTION BOXES, ETC. MAY BE SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING EQUIPMENT AND EXACT CONDUIT ROUTING DURING CONSTRUCTION.

E. UNDERGROUND CONDUIT SHALL BE SCHEDULE 80 PVC AND BE PLACED IN TRENCH SO THAT TOP OF CONDUIT IS 24" BELOW GRADE, UNLESS OTHERWISE NOTED. INSTALL WARNING TAPE 12" ABOVE CONDUIT.

F. ALL ABOVE GRADE EXPOSED CONDUITS SHALL BE IN RIGID GALVANIZED STEEL.

G. ALL UNDERGROUND CONDUIT ELBOWS AND SWEEPS SHALL BE IN RIGID GALVANIZED STEEL.

H. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR SLEEVES THROUGH CONCRETE FOUNDATION WALLS AND SLABS.

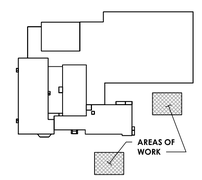
I. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL COST ASSOCIATED WITH EXCAVATION, TRENCHING, SAW CUTTING, ETC. FOR WORK OF THE ELECTRICAL CONTRACT. GENERAL CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR FULL RESTORATION OF ALL EXISTING CONDITIONS INCLUDING, BUT NOT LIMITED BACKFILL, LAWN/LANDSCAPING RESTORATION, REPLACING, AND PATCHING OF ALL PAVEMENT, CONCRETE, ETC. EFFECTED BY WORK OF THE ELECTRICAL CONTRACT.

J. REFER TO DRAWING NMES-E800 FOR ELECTRICAL DETAILS.

## KEY NOTES:

1. LOCATION OF NEW UNDERGROUND CONDUIT AND WIRE FROM MDP TO NEW CHILLER. REFER TO DRAWING NMES-E901 FOR FURTHER INFORMATION.
2. NEW UNDERGROUND PRIMARY WIRING. REFER TO DRAWING NMES-E001.
3. NEW 750KVA TRANSFORMER BY UTILITY COMPANY. NEW TRANSFORMER PAD BY SITE CONTRACTOR. REFER TO DRAWING E001 FOR FURTHER INFORMATION AND DRAWING NMES-E800 FOR CONCRETE PAD DETAILS
4. PROVIDE NEW SECONDARY FEEDER FROM UTILITY TRANSFORMER TO NEW CT CABINET. REFER TO DRAWING NMES-E001 FOR FURTHER INFORMATION. UTILIZE AS MUCH OF THE EXISTING REMOVED UNDERGROUND ELECTRICAL PATHWAY AS POSSIBLE FOR THE LEAST AMOUNT OF PAVEMENT DISTURBANCE.
5. PROVIDE (2) 1" SCHEDULE 80 PVC CONDUITS FROM PANEL 'B' IN BOILER ROOM TO NEW HAND HOLE LOCATION INDICATED FOR FUTURE SHED. EACH CONDUIT TO BE FED FROM DIFFERENT 20-AMP, 1-POLE SPARE CIRCUIT BREAKER IN PANEL 'B'. PROVIDE CONDUITS WITH PULL STRING. LABEL CIRCUIT BREAKERS 'SHED LIGHTING', AND 'SHED POWER'.
6. PROVIDE A 11"X17"X24" DEEP HAND HOLE, HEAVY DUTY RATED FOR TRAFFIC, AT LOCATION INDICATED. PROVIDE HAND HOLE WITH CAST-IRON COVER THAT READS "ELECTRIC". BOTH CONDUITS TO STUB UP INTO HAND HOLE. COORDINATE FINAL PLACEMENT WITH SHED LOCATION SO THAT THE HAND HOLE IS PLACE ON THE BACK RIGHT CORNER OF THE EXTERIOR OF THE SHED.
7. PROVIDE (2) 4" CONDUIT SLEEVES ABOVE GRADE ON THE EXTERIOR, TO INSIDE ELECTRIC ROOM G-3B TO ACCOMMODATE PORTABLE GENERATOR CABLES. CONDUITS TO BE SEALED WATER TIGHT AND PROVIDED WITH CAPS ON ALL ENDS. COORDINATE FINAL PLACEMENT WITH DISTRICT.
8. PROVIDE (2) #10, (1) #12GND IN 1" CONDUIT FROM PANEL MP1 TO CHILLER LOCATION FOR FIELD SUPPLIED CONTROL POWER. PROVIDE AN ADDITIONAL 2" SPARE CONDUIT FROM BOILER ROOM G-4 TO CHILLER LOCATION. COORDINATE ALL WORK WITH CHILLER INSTALLER.

## KEY PLAN:




TRUE NORTH

SCALE: 1" = 10'

1 / E003 **PARTIAL ELECTRICAL NEW WORK SITE PLAN**
SCALE: 1" = 10'


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| 1 | 11/11/26 | BID ADDENDUM 2 |

**PROFESSIONAL STAMPS**

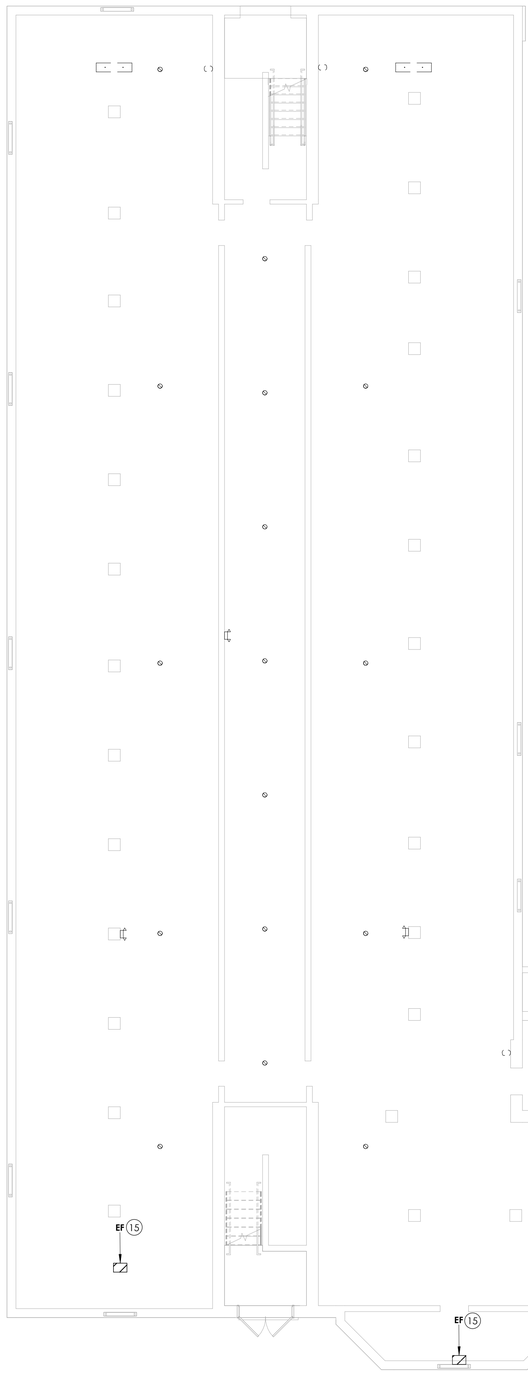

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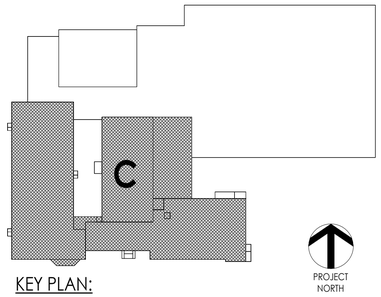

**SHEET INFORMATION**

| Issued | Scale |
|---|---|
| 10/19/2026 | AS NOTED |
| Project Status | CAD Revision Number |
| BID DOCUMENTS | |
| Drawn By | Checked By |
| JBT | ARM |

Drawing Title
ELECTRICAL NEW WORK PARTIAL SITE PLAN

Drawing Number
NMES E003






KEY PLAN:

## KEY NOTES

1. DISCONNECT AND REMOVE EXISTING CT CABINET, CT'S, AND SWITCHGEAR IN ITS ENTIRETY. REMOVE ALL INCOMING SECONDARY FEEDERS BACK TO UTILITY TRANSFORMER. CUT BACK BRANCH PANELBOARD FEEDER CONDUITS BACK TO CEILING FOR RE-ROUTING TO NEW MDP. BRANCH PANELBOARD FEEDERS TO BE TAGGED FOR RE-USE.
2. DISCONNECT AND REMOVE EXISTING PANELBOARD AND FEEDER IN ITS ENTIRETY. PULL INCOMING BRANCH CIRCUIT CONDUIT AND WIRING BACK TO CEILING AND TAG FOR RE-USE.
3. DISCONNECT AND REMOVE EXISTING RECESSED PANELBOARD. PULL BACK INCOMING FEEDER AND BRANCH CIRCUIT CONDUITS AND WIRING TO ACCOMMODATE PANELBOARD REMOVAL.
4. DISCONNECT AND REMOVE EXISTING SURFACE MOUNTED PANELBOARD. PULL BACK INCOMING FEEDER AND BRANCH CIRCUIT CONDUITS AND WIRING TO ACCOMMODATE PANELBOARD REMOVAL.
5. DISCONNECT EXISTING UNIT HEATER, PULL BACK CONDUIT AND WIRING, AND TAG FOR RE-USE.
6. DISCONNECT EXISTING BOILER CONDUIT AND WIRING AND REMOVE BACK TO SOURCE. REMOVE ALL CONDUIT AND WIRING IN ITS ENTIRETY, BACK TO SOURCE PANEL.
7. DISCONNECT AND REMOVE EXISTING FUEL OIL PUMP AND VEEDER ROOT PANEL CONDUIT AND WIRING IN ITS ENTIRETY, BACK TO SOURCE PANEL. TURN OFF CIRCUIT BREAKERS AND LABEL AS "SPARE".
8. DISCONNECT AND REMOVE EXISTING VACUUM PUMP CONDUIT AND WIRING IN ITS ENTIRETY, BACK TO SOURCE PANEL. TURN OFF CIRCUIT BREAKERS AND LABEL AS "SPARE".
9. DISCONNECT AND REMOVE EXISTING HOT WATER PUMPS, GLYCOL PUMPS, AND GLYCOL SYSTEM CONDUIT AND WIRING IN ITS ENTIRETY, BACK TO SOURCE PANEL. TURN OFF CIRCUIT BREAKERS AND LABEL AS "SPARE".
10. DISCONNECT EXISTING AIR HANDLING UNIT CONDUIT AND WIRING AND REMOVE BACK TO SOURCE. REMOVE ALL CONDUIT AND WIRING IN ITS ENTIRETY, BACK TO SOURCE PANEL.
11. DISCONNECT AND REMOVE EXISTING LIGHT FIXTURES. PULL ALL CIRCUITRY BACK TO AN AREA OUTSIDE OF DEMOLITION AND TAG FOR RE-USE.
12. DISCONNECT AND REMOVE EXISTING SWITCHES, OCCUPANCY SENSORS, AND SWITCHING WIRING. BACKBOX AND CONDUIT TO REMAIN FOR NEW LOW VOLTAGE SWITCHING.
13. DISCONNECT AND REMOVE EXISTING EMERGENCY WALL PACKS. REMOVE ALL WIRING BACK TO SOURCE PANEL.
14. DISCONNECT AND REMOVE EXISTING EXIT SIGNS. PULL ALL CIRCUITRY BACK TO AN AREA OUTSIDE OF DEMOLITION AND TAG FOR RE-USE.
15. DISCONNECT AND REMOVE EXISTING EXHAUST FAN CONDUIT AND WIRING IN ITS ENTIRETY, BACK TO SOURCE PANEL. TURN OFF CIRCUIT BREAKERS AND LABEL AS "SPARE".
16. DISCONNECT AND REMOVE EXISTING FIRE ALARM CONTROL PANELS, INCLUDING ALL NAC PANELS, DIALERS, AND ALL CONDUIT AND WIRE. CONTROL PANELS AND EQUIPMENT NOT TO BE REMOVED UNTIL NEW FIRE ALARM SYSTEM HAS BEEN INSTALLED, PROGRAMMED AND TESTED.
17. DISCONNECT AND REMOVE EXISTING WALL MOUNTED LIGHT FIXTURES. TAG EXISTING WIRING FOR RE-USE.
18. REMOVE A 4'-0" SECTION OF EXISTING WOOD SHELVING TO ACCOMMODATE NEW PANEL LOCATIONS. COORDINATE REMOVAL OF SHELVING WITH OWNER.

## GENERAL NOTES

A. ALL ITEMS SHOWN ARE TO BE REMOVED UNLESS LABELED AS (E) EXISTING. REMOVAL OF DEVICE INCLUDES ITS ASSOCIATED CABLING/BRANCH CIRCUIT WIRING, AND RACEWAY.

B. ANY EXISTING DEVICE TO REMAIN, LABELED AS (E) SHALL REMAIN IN PLACE AS WELL AS ITS' ASSOCIATED CIRCUITING AND CONDUIT, UNLESS OTHERWISE NOTED.

C. THE EXISTING FIRE ALARM SYSTEM SHALL BE REMOVED IN ITS ENTIRETY UNLESS OTHERWISE NOTED. WORK INCLUDES BUT IS NOT LIMITED TO ALL NOTIFICATION AND INITIATING DEVICES, FIRE ALARM CONTROL PANEL, NOTIFICATION APPLIANCE PANELS, AND ALL ASSOCIATED CABLING.

D. THE CONTRACTOR SHALL REMOVE THE EXISTING ELECTRIC IN AREAS OF NEW RENOVATIONS TO ACCOMMODATE NEW CONSTRUCTION. REROUTING OF EXISTING MAY BE REQUIRED AT NEW OPENINGS IN EXISTING CONSTRUCTION OR INTERFERENCE WITH OTHER NEW WORK AS NOTED IN THE FOLLOWING NOTES.

E. DRAWINGS INDICATE SPECIFIC ITEMS TO BE REMOVED AND/OR RELOCATED IN ORDER TO INDICATE GENERAL SCOPE. ADDITIONAL ITEMS NOT INDICATED, BUT NECESSARY FOR PROJECT RENOVATIONS, SHALL BE REMOVED, RELOCATED AND/OR REROUTED. THE CONTRACTOR SHALL ASSUME WITHIN THE BASE BID A NOMINAL AMOUNT OF BRANCH CIRCUITS, FIXTURES, DEVICES, AND SYSTEMS WIRING WITHIN WALLS OR OPENINGS BEING REMOVED OR RELOCATED AS REQUIRED TO ACCOMMODATE THE NEW CONSTRUCTION.

F. WHERE DEVICES, FIXTURES, ETC. ARE INDICATED TO BE REMOVED, THEY AND THEIR RELATED WIRING/CONDUIT SHALL BE REMOVED BACK TO THE SOURCE PANELBOARD UNLESS OTHERWISE NOTED. ON CIRCUITS WHERE OTHER DEVICES, FIXTURES, ETC. ARE FOUND THAT MUST REMAIN, MAINTAIN CIRCUIT CONTINUITY BY PROVIDING ADDITIONAL WIRING, TO FEED THROUGH TO THESE REMAINING ITEMS. RELOCATE ANY CIRCUITS THAT REMAIN, TO AVOID CONFLICT WITH NEW CONSTRUCTION AS REQUIRED. PROPERLY TERMINATE ALL WIRING.

G. COORDINATE DEMOLITION OF EQUIPMENT, DEVICES, ETC. WITH OTHER DISCIPLINES AS APPLICABLE. REFER TO ARCHITECTURAL DEMOLITION DRAWINGS AND NOTES FOR COORDINATION.

H. DRAWINGS ARE GRAPHICAL REPRESENTATIONS OF APPROXIMATE EQUIPMENT AND DEVICE LOCATIONS. CONTRACTOR SHALL VISIT THE SITE TO DETERMINE THE EXACT EXTENT OF ELECTRICAL WORK REQUIRED TO COMPLETE THE PROJECT. EXISTING CONDITIONS ARE TAKEN FROM FIELD OBSERVATION AND EXISTING BUILDING DOCUMENTS. OTHER ELECTRICAL ITEMS MAY EXIST FOR WHICH THE CONTRACTOR IS RESPONSIBLE.

I. CONTRACTOR SHALL PROPERLY DISPOSE OF ALL ITEMS, EQUIPMENT, PANELS, LIGHT FIXTURES, ETC. BEING REMOVED AS PART OF THIS PROJECT. THE OWNER SHALL HAVE THE RIGHT OF RETAINING ANY ITEMS BEING REMOVED.

J. CONTRACTOR SHALL PROVIDE NEW COVERPLATES ON ALL BOXES OF UNUSED AND/OR REMOVED FLUSH MOUNT DEVICES UPON COMPLETION OF PROJECT.

K. FIREPROOFING AND/OR FIRE STOP MATERIALS REMOVED FROM FIRE RATED WALLS AND CEILINGS AS A RESULT OF DEMOLITION SHALL BE RE-INSTALLED USING AN APPROVED METHOD AS DESCRIBED IN ASSOCIATED PROJECT SPECIFICATIONS.

1 E100 **BASEMENT ELECTRICAL DEMOLITION PLAN**

1/8" = 1'-0"


**CPL | Architecture Engineering Planning**
2875 Route 35 Suite 7S-1,
Katonah, NY 10536
**CPLteam.com**

NY ENGINEERING FIRM CERTIFICATE#0021419


**PROJECT INFORMATION**

Project Number
P23.15291.00

Client Name
**MONROE WOODBURY CSD**

Project Name
**EXTERIOR MOD, BOILER / AC, FIRE ALARM, PA & CLOCKS**

District Office Address
278 ROUTE 32, CENTRAL VALLEY, NY 10917

**PROJECT ISSUE & REVISION SCHEDULE**

| # | Date | Description |
|---|---|---|
| 1 | 11/11/26 | BID ADDENDUM 2 |

Monroe-Woodbury Central School District
- NORTH MAIN ES - SED# 44-12-01-06-0-002-011
- NORTH MAIN ES - SED# 44-12-01-06-0-002-012

REGISTRATION EXPIRATION DATES

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| David Hunsberger | 12/31/25 |
| Anthony Marchetti | 05/31/27 |
| Dave Hart | 02/29/28 |
| Jennifer Wengender | 06/30/27 |
| Larry Werts | 12/31/27 |
| James Basile | 05/31/26 |

**PROFESSIONAL STAMPS**


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**SHEET INFORMATION**

| Issued | Scale |
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| 06/13/25 | AS NOTED |

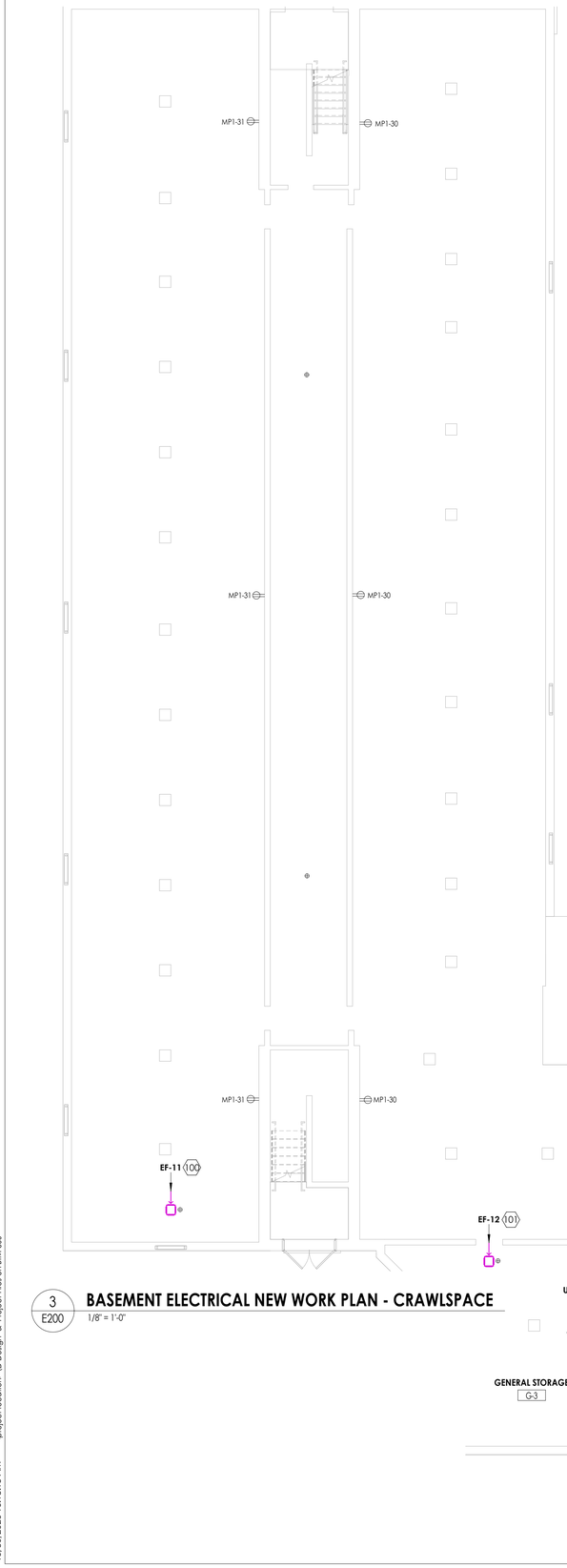
Project Status
BID DOCUMENTS

| Drawn By | Checked By |
|---|---|
| MAY | JBT |

Drawing Title
BASEMENT ELECTRICAL DEMOLITION PLAN

Drawing Number
NMES
E100


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3 E200 **BASEMENT ELECTRICAL NEW WORK PLAN - CRAWLSPACE**
1/8" = 1'-0"

1 E200 **BASEMENT ELECTRICAL NEW WORK PLAN**
1/8" = 1'-0"

## GENERAL NOTES

A. UNLESS NOTED OTHERWISE, CONNECT NEW DEVICES SHOWN TO PANEL AND CIRCUIT BREAKER INDICATED ADJACENT TO DEVICE WITH (2) #12, (1) #12GND IN 3/4" CONDUIT.

B. PROVIDE #10 THHN FOR ANY CIRCUITS OVER 100' IN LENGTH.

C. AT EACH (X) SYMBOL SHOWN, REFER TO ELECTRICAL EQUIPMENT CONNECTION SCHEDULE ON DRAWING E900 FOR ALL POWER REQUIREMENTS.

D. COORDINATE ALL LOCATIONS AND POWER REQUIREMENTS FOR MECHANICAL EQUIPMENT WITH MECHANICAL CONTRACTOR PRIOR TO CONNECTION.

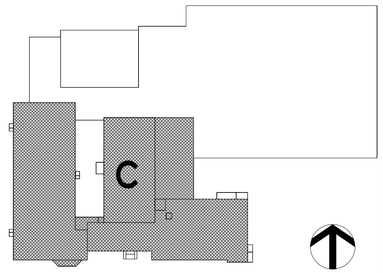
E. ALL CIRCUIT BREAKERS INSTALLED IN EXISTING PANELBOARDS SHALL BE UL LISTED AND LABELED FOR USE IN THAT PANEL, AND MATCH PANELS AIC RATING.

## KEY NOTES

1. PROVIDE A NEW 120/208V, 3-PHASE, 4-WIRE, 3,000-AMP SWITCHBOARD AT LOCATION INDICATED. REFER TO DRAWING NMES-E001 FOR FURTHER INFORMATION.
2. PROVIDE A NEW 120/208V, 3-PHASE, 4-WIRE, 100-AMP, 30 CIRCUIT SURFACE MOUNTED PANELBOARD AT LOCATION INDICATED. PROVIDE NEW FEEDER AND REWORK/EXTEND EXISTING BRANCH CIRCUIT CONDUIT AND WIRING TO NEW PANELBOARD LOCATION. REFER TO DRAWING NMES-E001 FOR FURTHER INFORMATION.
3. PROVIDE A NEW 120/208V, 3-PHASE, 4-WIRE, 400-AMP, 42 CIRCUIT SURFACE MOUNTED PANELBOARD AT LOCATIONS INDICATED. RECONNECT EXISTING FEEDER AND BRANCH CIRCUIT CONDUIT AND WIRING. REFER TO DRAWING NMES-E001 FOR FURTHER INFORMATION.
4. PROVIDE A NEW 120/208V, 3-PHASE, 4-WIRE, 400-AMP, 30 CIRCUIT RECESSED PANELBOARD AT LOCATIONS INDICATED. RECONNECT EXISTING FEEDER AND BRANCH CIRCUIT CONDUIT AND WIRING. PROVIDE ALL SAW CUTTING AND PATCHING OF EXISTING BLOCK WALL TO ACCOMMODATE NEW PANELBOARD. REFER TO DRAWING NMES-E001 FOR FURTHER INFORMATION.
5. PROVIDE (2) #12, (1) #12GND IN 3/4" CONDUIT FROM BOILER SHUT OFF BUTTONS TO PANEL MP1, CIRCUIT 28. PROVIDE A 20-AMP, 1-POLE CIRCUIT BREAKER IN PANEL AND SPACE INDICATED TO ACCOMMODATE.
6. PROVIDE A NEW 120/208V, 3-PHASE, 4-WIRE, 400-AMP, 54 CIRCUIT SURFACE MOUNTED PANELBOARD AT LOCATIONS INDICATED. REFER TO DRAWING NMES-E001 FOR FURTHER INFORMATION.
7. PROVIDE A 120/208V, 400-AMP MANUAL TRANSFER PORTABLE GENERATOR DOCKING STATION, WALL MOUNTED AT LOCATION INDICATED. PROVIDE A TRYSTAR TMTS-04-3-W-LI-M-A-C-D-K# OR EQUAL.

1 ACC-1

KEY PLAN:




PROJECT NORTH


**CPL | Architecture Engineering Planning**
2875 Route 35 Suite 75-1,
Katonah, NY 10536
**CPLteam.com**


NY ENGINEERING FIRM CERTIFICATE#0021419

**PROJECT INFORMATION**

Project Number
R23.15291.00

Client Name
**MONROE WOODBURY CSD**

Project Name
**EXTERIOR MOD, BOILER / AC, FIRE ALARM, PA & CLOCKS**

District Office Address
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**PROJECT ISSUE & REVISION SCHEDULE**

| # | Date | Description |
|---|---|---|
| 1 | 11/11/26 | BID ADDENDUM 2 |

Monroe-Woodbury Central School District
NORTH MAIN ES - SED# 44-12-01-06-0-002-011
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**SHEET INFORMATION**

Issued
06/13/25

Scale
1/8" = 1'-0"

Project Status
BID DOCUMENTS

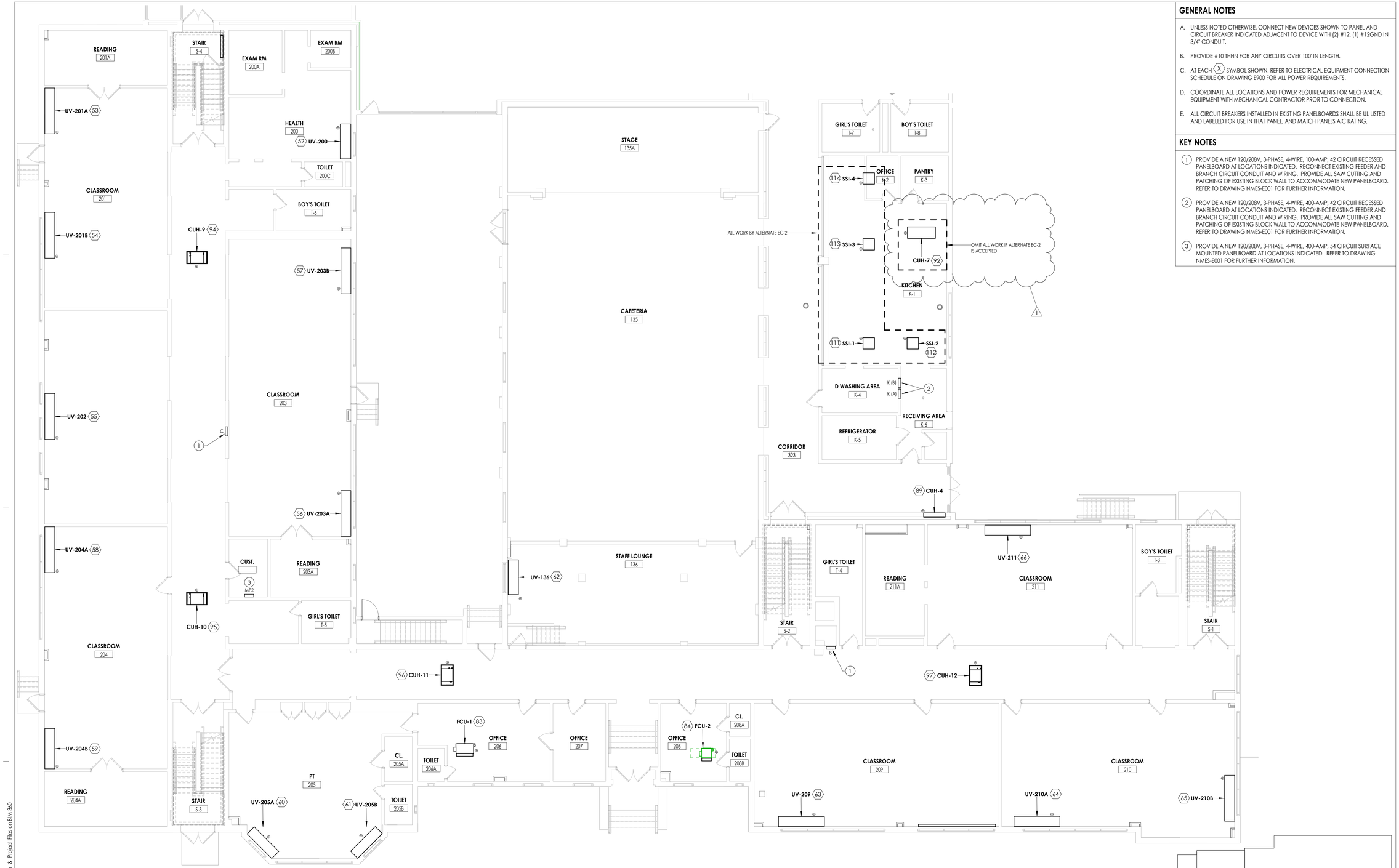
Drawn By
MAY

Checked By
JBT

Drawing Title
BASEMENT ELECTRICAL NEW WORK PLAN

Drawing Number
NMES E200

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1 E203 **FIRST FLOOR ELECTRICAL NEW WORK PLAN - AREA C**

1/8" = 1'-0"

## GENERAL NOTES

A. UNLESS NOTED OTHERWISE, CONNECT NEW DEVICES SHOWN TO PANEL AND CIRCUIT BREAKER INDICATED ADJACENT TO DEVICE WITH (2) #12, (1) #12GND IN 3/4" CONDUIT.

B. PROVIDE #10 THHN FOR ANY CIRCUITS OVER 100' IN LENGTH.

C. AT EACH (X) SYMBOL SHOWN, REFER TO ELECTRICAL EQUIPMENT CONNECTION SCHEDULE ON DRAWING E900 FOR ALL POWER REQUIREMENTS.

D. COORDINATE ALL LOCATIONS AND POWER REQUIREMENTS FOR MECHANICAL EQUIPMENT WITH MECHANICAL CONTRACTOR PRIOR TO CONNECTION.

E. ALL CIRCUIT BREAKERS INSTALLED IN EXISTING PANELBOARDS SHALL BE UL LISTED AND LABELED FOR USE IN THAT PANEL, AND MATCH PANELS AIC RATING.

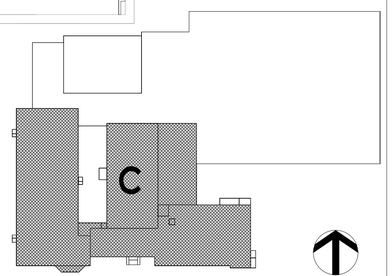
## KEY NOTES

1. PROVIDE A NEW 120/208V, 3-PHASE, 4-WIRE, 100-AMP, 42 CIRCUIT RECESSED PANELBOARD AT LOCATIONS INDICATED. RECONNECT EXISTING FEEDER AND BRANCH CIRCUIT CONDUIT AND WIRING. PROVIDE ALL SAW CUTTING AND PATCHING OF EXISTING BLOCK WALL TO ACCOMMODATE NEW PANELBOARD. REFER TO DRAWING NMES-E001 FOR FURTHER INFORMATION.

2. PROVIDE A NEW 120/208V, 3-PHASE, 4-WIRE, 400-AMP, 42 CIRCUIT RECESSED PANELBOARD AT LOCATIONS INDICATED. RECONNECT EXISTING FEEDER AND BRANCH CIRCUIT CONDUIT AND WIRING. PROVIDE ALL SAW CUTTING AND PATCHING OF EXISTING BLOCK WALL TO ACCOMMODATE NEW PANELBOARD. REFER TO DRAWING NMES-E001 FOR FURTHER INFORMATION.

3. PROVIDE A NEW 120/208V, 3-PHASE, 4-WIRE, 400-AMP, 54 CIRCUIT SURFACE MOUNTED PANELBOARD AT LOCATIONS INDICATED. REFER TO DRAWING NMES-E001 FOR FURTHER INFORMATION.

KEY PLAN:




PROJECT NORTH

CPL | Architecture Engineering Planning
2875 Route 35 Suite 75-1,
Katonah, NY 10536
CPLteam.com
NY ENGINEERING FIRM CERTIFICATE#0021419

**PROJECT INFORMATION**

Project Number
R23.15291.00

Client Name
**MONROE WOODBURY CSD**

Project Name
**EXTERIOR MOD, BOILER / AC, FIRE ALARM, PA & CLOCKS**

District Office Address
278 ROUTE 32, CENTRAL VALLEY, NY 10917

**PROJECT ISSUE & REVISION SCHEDULE**

| # | Date | Description |
|---|---|---|
| 1 | 11/11/26 | BID ADDENDUM 2 |

Monroe-Woodbury Central School District
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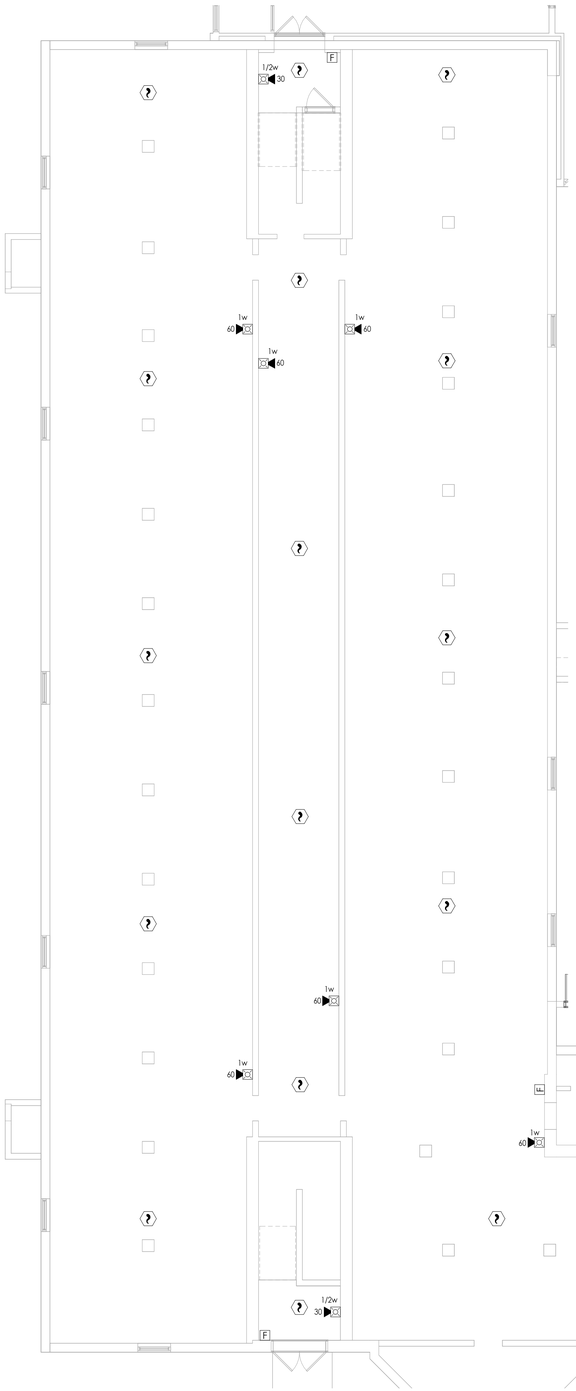
Project Status
BID DOCUMENTS

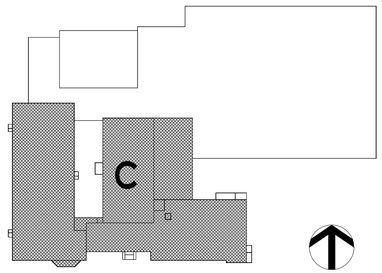
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| MAY | JBT |

Drawing Title
FIRST FLOOR ELECTRICAL NEW WORK PLAN - AREA C

Drawing Number
NMES
E203

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KEY PLAN:

PROJECT NORTH

## KEY NOTES

1. INDICATES CANDELA RATING AND WATTAGE OF SPEAKER AT EACH DEVICE LOCATION. FINAL RATING AND WATTAGE TO BE PROVIDED VIA SUBMITTALS ONCE ALL FIRE ALARM CALCULATIONS HAVE BEEN COMPLETED.
2. LOCATION OF NEW FIRE ALARM CONTROL PANEL, AND FIRE ALARM EMERGENCY COMMUNICATIONS CABINET.
3. PROVIDE (2) #12, (1) #12 GND IN 3/4" CONDUIT FROM PANEL AND CIRCUIT INDICATED TO NEW FIRE/SMOKE DAMPER. AT EACH LOCATION INDICATED PROVIDE A FIRE ALARM RELAY, FIRE ALARM DUCT SMOKE DETECTOR, AND A REMOTE TEST SWITCH. COORDINATE ALL WORK WITH FIRE/SMOKE DAMPER INSTALLER. PROVIDE ALL FIRE ALARM WIRING, PROGRAMMING, AND TESTING.
4. PROVIDE FIRE ALARM RELAY CONNECTION TO EXISTING BUILDINGS LOCKDOWN SYSTEM TO PREVENT ACTIVATION OF FIRE ALARM SYSTEM ONCE A LOCKDOWN STATE HAS BEEN TRIGGERED.
5. WITHIN FIRE ALARM CONROL PANEL, PROVIDE THE FOLLOWING EQUIPMENT TO CONNECT THE FIRE ALARM CONTROL PANEL TO THE LOCAL DATA NETWORK. EDWARDS EST4 NETWORK FIREWALL (1) 4-FWAL4, (1) 4-FWAL-CAT, AND (1) 4-BRKT-CB. PROVIDE A CATEGORY 6, UTP CABLE WITH RJ-45 ENDS FROM THIS EQUIPMENT TO THE MDF EQUIPMENT RACK LOCATED IN PRACTIVE ROOM 109.

## GENERAL NOTES

A. THE DISTRICTS FIRE ALARM VENDOR IS OPEN SYSTEMS METRO, 914-241-0057

B. AT EVERY FIRE ALARM PULL STATION DEVICE, PROVIDE PROTECTIVE POLYCARBONATE COVER, WITH WARNING HORN, SIMILAR TO STI-1100.

C. AT ALL AUDIBLE/VISUAL DEVICES SHOWN, THE ADJACENT NUMBER INDICATES CANDELA RATING SETTING, AND THE ADJACENT NUMBER WITH "w" INDICATES SPEAKER WATTAGE SETTING. DEVICES TO BE SET AT THESE LEVELS. COORDINATE WITH FIRE ALARM INSTALLER FOR FINAL CANDELA AND WATTAGE SETTINGS.

D. AT ALL FIRE ALARM DEVICES SHOWN WITH "WG" ADJACENT, PROVIDE A PROTECTIVE WIRE GUARD.

E. FINAL TESTING OF FIRE ALARM SYSTEM SHALL COMPLY WITH ALL NFPA 72 REQUIREMENTS. ANY ALTERED CIRCUIT(S) SHALL HAVE ALL ASSOCIATED LOOP DEVICES TESTED IN THEIR ENTIRETY AND 10% OF NEIGHBORING ZONE/LOOP DEVICES ARE ALSO TO BE TESTED.

F. ALL NEW FAN SHUTDOWN RELAYS SHALL BE PROGRAMMED TO DE-ENERGIZE ASSOCIATED HVAC UNIT FAN UPON ACTIVATION OF FIRE ALARM SYSTEM.

G. ALL SYSTEMS CABLING SHALL BE RUN IN FREE-AIR AND SUPPORTED ABOVE CEILINGS VIA J-HOOKS. J-HOOKS NOT TO EXCEED 5-0" SPACING.

H. THE CONTRACTOR SHALL PROVIDE NEW NOTIFICATION APPLIANCE (NAC) PANEL ON EACH FLOOR TO ACCOMMODATE NEW NOTIFICATION DEVICES. PANELS SHALL BE LOCATED IN ACCESSIBLE CLOSET SPACE ON ASSOCIATED FLOOR. COORDINATE EXACT PANEL LOCATION WITH OWNER PRIOR TO INSTALLATION. SERVE NEW NAC PANEL FROM NEAREST AVAILABLE 120VAC PANELBOARD SOURCE WITH (2) #12, #12 G IN 3/4" EMT CONDUIT. CIRCUIT LENGTHS EXCEEDING 100' SHALL BE WITH #10 AWG, PROVIDE 20A, 1-POLE CIRCUIT BREAKER IN AVAILABLE PANEL SPACE AND ASSOCIATED "BREAKER ON" LOCK. NEW CIRCUIT BREAKER SHALL BE U.L. LISTED AND MATCH EXISTING PANEL INTERRUPTING RATING.

I. INITIATION DEVICES SHOWN SHALL NOT BE LOCATED IN A DIRECT AIRFLOW PATH OR CLOSER THAN 3' OF AN AIR SUPPLY DIFFUSER OR RETURN AIR GRILLE.

J. FIRE ALARM CABLING RUN EXPOSED IN UNFINISHED AREAS SHALL BE INSTALLED IN EMT CONDUIT AND PAINTED TO MATCH EXISTING WALL/CEILING FINISH. HORIZONTAL RUNS THROUGH WALLS AND VERTICAL RUNS THROUGH FLOORS SHALL BE SLEEVED IN EMT CONDUIT AND FIRE CAULKED. ALL FIRE ALARM CABLING RUN EXPOSED IN FINISHED SPACES SHALL BE INSTALLED IN 500 SERIES STEEL WIREMOLD. PAINTED TO MATCH EXISTING WALLS.

K. MOUNT SMOKE DETECTORS WITHIN 5 FEET OF DOORS THAT CLOSE ON A FIRE ALARM ACTIVATION. REFER TO NFPA 72 FOR THE MINIMUM DISTANCE A SMOKE DETECTOR CAN BE FROM DOOR.

L. FOR PUBLIC MODE, WALL MOUNTED VISUALS OR AUDIBLE/VISUALS SHALL BE MOUNTED SUCH THAT THE ENTIRE LENS IS NOT LESS THAN 80" AND NOT GREATER THAN 96" ABOVE FINISHED FLOOR. REFER TO NFPA 72 FOR CEILING MOUNTED VISUALS. REFER TO NFPA FOR SPACING OF STROBES. WHERE CEILING HEIGHTS ALLOW, WALL MOUNTED AUDIBLE ONLY APPLIANCES SHALL HAVE THEIR TOPS ABOVE FINISHED FLOOR AT HEIGHTS OF NOT LESS THAN 90".

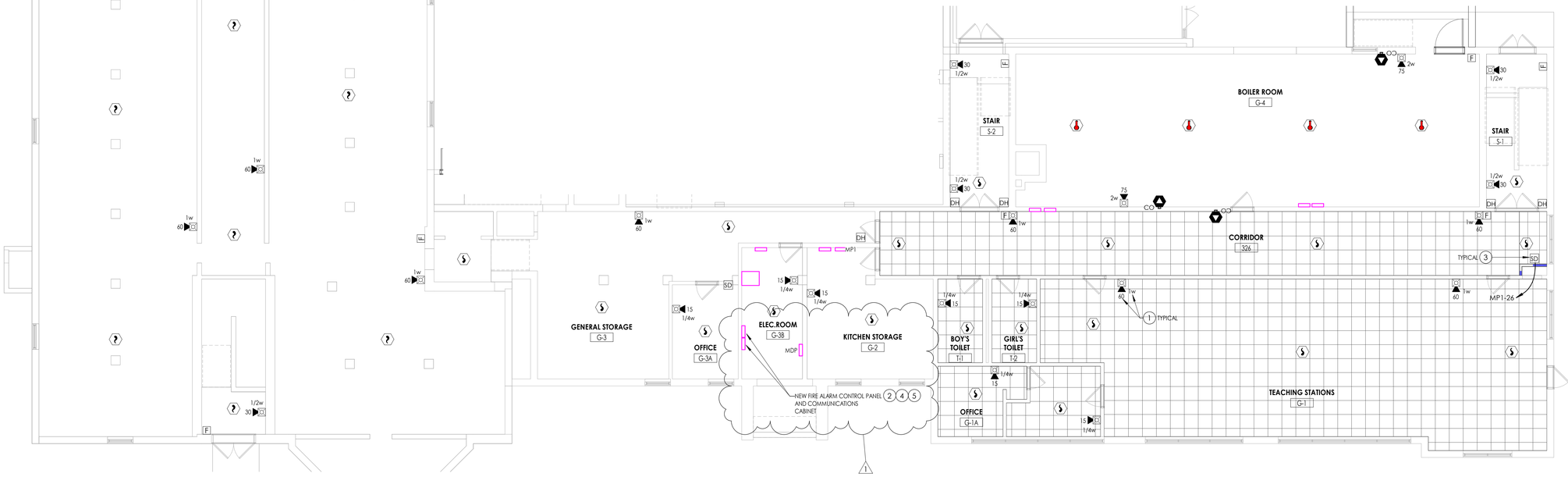
M. THE OPERABLE PART OF PULL STATIONS SHALL BE MOUNTED MORE THAN 3-1/2 FEET BUT LESS THAN 4-1/2 FEET ABOVE THE FLOOR. REFER TO NFPA FOR SPACING OF DEVICES.

N. REFER TO MANUFACTURER INSTALLATION GUIDELINES FOR DUCT SMOKE DETECTOR INSTALLATION.

O. ADDRESSABLE DEVICES SHOULD ONLY BE INSTALLED IN AREAS WHERE AMBIENT TEMPERATURE IS BETWEEN 32° AND 100° F.

P. CIRCUIT DISCONNECT MEANS (BREAKER IN PANELBOARD) FOR THE FACP SHALL HAVE A RED MARKING AND SHALL BE IDENTIFIED AS "FIRE ALARM CIRCUIT CONTROL". CIRCUIT DISCONNECT LOCATION SHALL BE PERMANENTLY IDENTIFIED AT THE FACP ON AN ENGRAVED LABEL. EXISTING CIRCUIT IS CURRENTLY SERVED VIA NORMAL BRANCH POWER FROM PANELBOARD LOCATED IN MAIN ELECTRICAL ROOM.

Q. AT EACH FIRE/SMOKE DAMPER, PROVIDE WALL MOUNTED REMOTE INDICATOR IN HALLWAY.




1 E400 **BASEMENT FIRE ALARM PLAN**

1/8" = 1'-0"


CPL | Architecture Engineering Planning
2875 Route 35 Suite 75-1,
Katonah, NY 10536
CPLteam.com

NY ENGINEERING FIRM CERTIFICATE#0021419


**PROJECT INFORMATION**

Project Number
R23.15291.00

Client Name
**MONROE WOODBURY CSD**

Project Name
**EXTERIOR MOD, BOILER / AC, FIRE ALARM, PA & CLOCKS**

District Office Address
278 ROUTE 32, CENTRAL VALLEY, NY 10917

**PROJECT ISSUE & REVISION SCHEDULE**

| # | Date | Description |
|---|---|---|
| 1 | 11/11/26 | BID ADDENDUM 2 |

Monroe-Woodbury Central School District
- NORTH MAIN ES - SED# 44-12-01-06-0-002-011
- NORTH MAIN ES - SED# 44-12-01-06-0-002-012

REGISTRATION EXPIRATION DATES

| | |
|---|---|
| David Hunsberger | 12/31/25 |
| Anthony Marchetti | 05/31/27 |
| Dave Hart | 02/29/28 |
| Jennifer Wengender | 06/30/27 |
| Larry Werts | 12/31/27 |
| James Basile | 05/31/26 |

**PROFESSIONAL STAMPS**

**NEW YORK STATE EDUCATION STATEMENT**

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND THE COMMISSIONER'S REGULATIONS FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, ENGINEER OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE SEAL OF AN ARCHITECT, ENGINEER OR SURVEYOR IS ALTERED, THE ALTERING PARTY SHALL AFFIX TO THE ITEM THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

**SHEET INFORMATION**

Issued
06/13/25

Scale
AS NOTED

Project Status
BID DOCUMENTS

Drawn By
MAY

Checked By
JBT

Drawing Title
BASEMENT FIRE ALARM NEW WORK PLAN

Drawing Number
NMES
E400

11/11/2026 10:06:13 AM <project location>\D Design & Project Files on BIM 360

## ELECTRICAL EQUIPMENT WIRING SCHEDULE

| MARK | EQUIPMENT | LOCATION | HP/FLA | VOLTS | PHASE | AMPS | BREAKER SIZE | WIRE/CONDUIT SIZE | PANEL/CIRCUIT | REMARKS: |
|---|---|---|---|---|---|---|---|---|---|---|
| 52 | UV-200 | HEALTH 200 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/1,3 | 1,2 |
| 53 | UV-201A | CLASSROOM 201 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/2,4 | 1,2 |
| 54 | UV-201B | CLASSROOM 201 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/2,4 | 1,2 |
| 55 | UV-202 | CLASSROOM 202 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/5,7 | 1,2 |
| 56 | UV-203A | CLASSROOM 203 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/6,8 | 1,2 |
| 57 | UV-203B | CLASSROOM 203 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/6,8 | 1,2 |
| 58 | UV-204A | CLASSROOM 204 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/9,11 | 1,2 |
| 59 | UV-204B | CLASSROOM 204 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/9,11 | 1,2 |
| 60 | UV-205A | CLASSROOM 205 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/10,12 | 1,2 |
| 61 | UV-205B | CLASSROOM 205 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/10,12 | 1,2 |
| 62 | UV-136 | STAFF LOUNGE 136 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/15,17 | 1,2 |
| 63 | UV-209 | CLASSROOM 209 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/16,18 | 1,2 |
| 64 | UV-210A | CLASSROOM 210 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/19,21 | 1,2 |
| 65 | UV-210B | CLASSROOM 210 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/19,21 | 1,2 |
| 66 | UV-211 | CLASSROOM 211 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/20,22 | 1,2 |
| 67 | UV-300 | CLASSROOM 300 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/1,3 | 1,2 |
| 68 | UV-301 | CLASSROOM 301 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/2,4 | 1,2 |
| 69 | UV-302A | CLASSROOM 302 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/5,7 | 1,2 |
| 70 | UV-302B | CLASSROOM 302 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/5,7 | 1,2 |
| 71 | UV-303 | CLASSROOM 303 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/6,8 | 1,2 |
| 72 | UV-303A | CLASSROOM 303A | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/9,11 | 1,2 |
| 73 | UV-304 | CLASSROOM 304 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/10,12 | 1,2 |
| 74 | UV-305 | CLASSROOM 305 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/13,15 | 1,2 |
| 75 | UV-306A | CLASSROOM 306 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/14,16 | 1,2 |
| 76 | UV-306B | CLASSROOM 306 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/14,16 | 1,2 |
| 77 | UV-307 | CLASSROOM 307 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/17,19 | 1,2 |
| 78 | UV-308A | CLASSROOM 308 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/18,20 | 1,2 |
| 79 | UV-308B | CLASSROOM 308 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/18,20 | 1,2 |
| 80 | UV-309A | CLASSROOM 309 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/21,23 | 1,2 |
| 81 | UV-309B | CLASSROOM 309 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/21,23 | 1,2 |
| 82 | UV-310 | CLASSROOM 310 | 3.8A | 208 | 1 | 3.8A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/22,24 | 1,2 |
| 83 | FCU-1 | OFFICE 206 | 3.5A | 115 | 1 | 4.4A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP2/13 | 1,2 |
| 84 | FCU-2 | OFFICE 208 | 3.5A | 115 | 1 | 4.4A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP2/14 | 1,2 |
| 85 | FCU-3 | PE OFFICE 108 | 3.5A | 115 | 1 | 4.4A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP3/7 | 1,2 |
| 86 | CUH-1 | VESTIBULE 325 | 2A | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/23,25 | 1,2 |
| 87 | CUH-2 | CORRIDOR 323 | 2A | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/28,30 | 1,2 |
| 88 | CUH-3 | ALCOVE 317 | 2A | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/24,26 | 1,2 |
| 89 | CUH-4 | CORRIDOR 323 | 2A | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP3/38,40 | 1,2 |
| 90 | CUH-5 | CORRIDOR 320 | 2A | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP3/34,36 | 1,2 |
| 91 | CUH-6 | CORRIDOR 324 | 2A | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP3/39,41 | 1,2 |
| 92 | CUH-7 | KITCHEN K-1 | 2A | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/27,29 | 1,2,4 |
| 93 | CUH-8 | CORRIDOR 323 | 2A | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP3/35,37 | 1,2 |
| 94 | CUH-9 | CORRIDOR 303B | 2A | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/32,34 | 1,2 |
| 95 | CUH-10 | CORRIDOR 303B | 2A | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/32,34 | 1,2 |
| 96 | CUH-11 | CORRIDOR 312 | 2A | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/33,35 | 1,2 |
| 97 | CUH-12 | CORRIDOR 312 | 2A | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP2/33,35 | 1,2 |
| 98 | CUH-13 | CORRIDOR 314 | 2A | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/44,46 | 1,2 |
| 99 | CUH-14 | CORRIDOR 314 | 2A | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/44,46 | 1,2 |
| 100 | EF-11 | CRAWLSPACE | 1A | 115 | 1 | 2A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP1/29 | 1,2 |
| 101 | EF-12 | CRAWLSPACE | 1A | 115 | 1 | 2A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP1/29 | 1,2 |
| 102 | CP-1 | 103,104,105,106 | 1.4A | 115 | 1 | 2A | 20A/1P | (2) #12, (1) #12GND IN 3/4" C | MP3/29 | 1 |
| 103 | H-1 | OFFICE 103 | 12.7A | 115 | 1 | 12.7A | 20A/1P | (2) #12, (1) #12GND IN 3/4" C | MP3/30 | 1 |
| 104 | H-2 | STORAGE 104 | 12.7A | 115 | 1 | 12.7A | 20A/1P | (2) #12, (1) #12GND IN 3/4" C | MP3/31 | 1 |
| 105 | H-3 | STORAGE 105 | 12.7A | 115 | 1 | 12.7A | 20A/1P | (2) #12, (1) #12GND IN 3/4" C | MP3/32 | 1 |
| 106 | H-4 | STORAGE 106 | 12.7A | 115 | 1 | 12.7A | 20A/1P | (2) #12, (1) #12GND IN 3/4" C | MP3/33 | 1 |
| 107 | UH-3 | BOILER ROOM G-4 | 0.70A | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP1/32 | 1 |
| 108 | UH-4 | BOILER ROOM G-4 | 0.70A | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP1/32 | 1 |
| 109 | SSO-1 | ROOF | 38A | 208 | 1 | 40A | 50A/3P | (2) #6, (1) #8GND IN 1" C | MP2/37,39 | 1,3 |
| 110 | SSO-2 | ROOF | 38A | 208 | 1 | 40A | 50A/3P | (2) #6, (1) #8GND IN 1" C | MP2/40,42 | 1,3 |
| 111 | SSI-1 | KITCHEN K-1 | 0.8A | 208 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP2/36,38 | 1,3 |
| 112 | SSI-2 | KITCHEN K-1 | 0.8A | 208 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP2/36,38 | 1,3 |
| 113 | SSI-3 | KITCHEN K-1 | 0.8A | 208 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP2/36,38 | 1,3 |
| 114 | SSI-4 | KITCHEN K-1 | 0.8A | 208 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP2/36,38 | 1,3 |
| | | | | | | | | | | |

REMARKS:

1. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR THE MOUNTING, AND LINE/LOAD SIDE CONNECTIONS OF VARIABLE SPEED DRIVES, DISCONNECTS AND/OR STARTER DEVICE ASSOCIATED WITH UNIT. MEANS OF VARIABLE SPEED DRIVE, DISCONNECT AND/OR STARTER ASSOCIATED WITH UNIT PROVIDE BY MECHANICAL CONTRACTOR. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR MOUTING AND ALL FINAL CONNECTIONS TO EQUIPMENT.
2. PROVIDE FIRE ALARM FAN SHUTDOWN RELAY AT EACH EXHAUST FAN. PROVIDE ALL WIRING, CONNECTIONS, AND TESTING TO FIRE ALARM CONTROL PANEL.
3. ALL WORK BY ALTERNATE EC-2.
4. OMIT ALL WORK IF ALATERNATE EC-2 IS ACCEPTED.

1

## ELECTRICAL EQUIPMENT WIRING SCHEDULE

| MARK | EQUIPMENT | LOCATION | HP/FLA | VOLTS | PHASE | AMPS | BREAKER SIZE | WIRE/CONDUIT SIZE | PANEL/CIRCUIT | REMARKS: |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | ACC-1 | OUTSIDE BOILER ROOM | 592A | 208 | 3 | 700A | 700A/3P | 2 SETS OF (4) #400, (1) #1/0GND IN 4" C | MDP/1,3,5 | 1 |
| 2 | CHWP-1 | BOILER ROOM G-4 | 40HP | 208 | 3 | 97A | 125A/3P | (4) #1/0, (1) #6GND IN 2-1/2" C | MDP/2,4,6 | 1 |
| 3 | CHWP-2 | BOILER ROOM G-4 | 40HP | 208 | 3 | 97A | 125A/3P | (4) #1/0, (1) #6GND IN 2-1/2" C | MDP/7,9,11 | 1 |
| 4 | GMP-1 | BOILER ROOM G-4 | 15A | 120 | 1 | 15A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP1/14 | 1,3 |
| 5 | B-1 | BOILER ROOM G-4 | 10A | 120 | 1 | 13A | 20A/1P | (2) #12, (1) #12GND IN 3/4" C | MP1/16 | 1 |
| 6 | B-2 | BOILER ROOM G-4 | 10A | 120 | 1 | 13A | 20A/1P | (2) #12, (1) #12GND IN 3/4" C | MP1/18 | 1 |
| 7 | B-3 | BOILER ROOM G-4 | 10A | 120 | 1 | 13A | 20A/1P | (2) #12, (1) #12GND IN 3/4" C | MP1/19 | 1 |
| 8 | HHWP-1 | BOILER ROOM G-4 | 5HP | 208 | 3 | 12A | 20A/3P | (3) #12, (1) #12GND IN 3/4" C | MP1/1,3,5 | 1 |
| 9 | HHWP-2 | BOILER ROOM G-4 | 5HP | 208 | 3 | 12A | 20A/3P | (3) #12, (1) #12GND IN 3/4" C | MP1/2,4,6 | 1 |
| 10 | NOT USED | | | | | | | | | |
| 11 | HHWP-3 | BOILER ROOM G-4 | 1.5HP | 208 | 3 | 3.5A | 15A/3P | (3) #12, (1) #12GND IN 3/4" C | MP1/7,9,11 | 1 |
| 12 | HHWP-4 | BOILER ROOM G-4 | 1.5HP | 208 | 3 | 3.5A | 15A/3P | (3) #12, (1) #12GND IN 3/4" C | MP1/8,10,12 | 1 |
| 13 | HHWP-5 | BOILER ROOM G-4 | 1.5HP | 208 | 3 | 3.5A | 15A/3P | (3) #12, (1) #12GND IN 3/4" C | MP1/13,15,17 | 1 |
| 14 | RTU-1 | ROOF | 165A | 208 | 3 | 178A | 225A/3P | (4) #250, (1) #4GND IN 3" C | MDP/8,10,12 | 1 |
| 15 | RTU-2 | ROOF | 165A | 208 | 3 | 178A | 225A/3P | (4) #250, (1) #4GND IN 3" C | MDP/13,15,17 | 1 |
| 16 | RTU-3 | ROOF | 165A | 208 | 3 | 178A | 225A/3P | (4) #250, (1) #4GND IN 3" C | MDP/14,16,18 | 1 |
| 17 | RTU-4 | ROOF | 49.5A | 208 | 3 | 56A | 80A/3P | (3) #4, (1) #8GND IN 1-1/4" C | MDP/19,21,23 | 1 |
| 18 | RTU-5 | ROOF | 65.2A | 208 | 3 | 78.8A | 110A/3P | (4) #1/0, (1) #6GND IN 2-1/2" C | MDP/20,22,24 | 1 |
| 19 | EF-1 | ROOF | 1/2HP | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/25,27 | 1 |
| 20 | EF-2 | ROOF | 1/2HP | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/25,27 | 1,2 |
| 21 | EF-3 | ROOF | 1/2HP | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/26,28 | 1,2 |
| 22 | EF-4 | ROOF | 1/2HP | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/26,28 | 1,2 |
| 23 | EF-5 | ROOF | 1/2HP | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/26,28 | 1,2 |
| 24 | EF-6 | ROOF | 1/2HP | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/29,31 | 1,2 |
| 25 | EF-7 | ROOF | 1/2HP | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/29,31 | 1,2 |
| 26 | EF-8 | ROOF | 1/2HP | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/30,32 | 1,2 |
| 27 | EF-9 | ROOF | 1/2HP | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/30,32 | 1,2 |
| 28 | EF-T1 | ROOF | 1/4HP | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP4/33 | 1,2 |
| 29 | EF-T2 | ROOF | 1/2HP | 208 | 1 | 2A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP4/26,28 | 1,2 |
| 30 | EF-T3 | ROOF | 1/4HP | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP4/35 | 1,2 |
| 31 | EF-T4 | ROOF | 1/4HP | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP4/37 | 1,2 |
| 32 | EF-T5 | ROOF | 1/10HP | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP3/9 | 1,2 |
| 33 | EF-T6 | ROOF | 1/4HP | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP3/11 | 1,2 |
| 35 | EF-T7 | ROOF | 1/4HP | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP3/12 | 1,2 |
| 36 | EF-T8 | ROOF | 1/6HP | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP3/14 | 1,2 |
| 37 | EF-T9 | ROOF | 1/4HP | 208 | 1 | 1A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP3/8,10 | 1,2 |
| 38 | EF-G1 | ROOF | 1/4HP | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP3/13 | 1,2 |
| 39 | EF-G2 | ROOF | 1/4HP | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP3/13 | 1,2 |
| 40 | EF-K1 | ROOF | 1/10HP | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP3/26 | 1,2 |
| 41 | EF-K2 | ROOF | 1/10HP | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP3/27 | 1,2 |
| 42 | EF-K3 | ROOF | 2HP | 208 | 1 | 10A | 20A/3P | (2) #10, (1) #12GND IN 3/4" C | MP3/15,17 | 1,2 |
| 43 | EF-K4 | ROOF | 1/10HP | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP3/28 | 1,2 |
| 44 | EF-136 | ROOF | 1/4HP | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP4/38 | 1,2 |
| 45 | EF-310 | ROOF | 1/4HP | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP4/39 | 1,2 |
| 46 | UH-1 | GENERAL STORAGE G-3 | 0.70A | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP1/21 | 1 |
| 47 | UH-2 | KITCHEN STORAGE G-2 | 0.70A | 115 | 1 | 1A | 15A/1P | (2) #12, (1) #12GND IN 3/4" C | MP1/20 | 1 |
| 48 | AHU-1 | BOILER ROOM G-4 | 11.5A | 208 | 3 | 26A | 35A/3P | (3) #8, (1) #10GND IN 1" C | MP1/23,25,27 | 1 |
| 49 | EF-10 | KITCHEN STORAGE G-2 | 1HP | 208 | 1 | 4A | 15A/2P | (2) #12, (1) #12GND IN 3/4" C | MP1/22,24 | 1,2 |
| 50 | AHU-2 | GYMNASIUM 101 | 13.7A | 208 | 3 | 17A | 30A/3P | (3) #10, (1) #12GND IN 3/4" C | MP3/1,3,5 | 1 |
| 51 | AHU-3 | GYMNASIUM 101 | 13.7A | 208 | 3 | 17A | 30A/3P | (3) #10, (1) #12GND IN 3/4" C | MP3/2,4,6 | 1 |

REMARKS:

1. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR THE MOUNTING, AND LINE/LOAD SIDE CONNECTIONS OF VARIABLE SPEED DRIVES, DISCONNECTS AND/OR STARTER DEVICE ASSOCIATED WITH UNIT. MEANS OF VARIABLE SPEED DRIVE, DISCONNECT AND/OR STARTER ASSOCIATED WITH UNIT PROVIDE BY MECHANICAL CONTRACTOR. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR MOUTING AND ALL FINAL CONNECTIONS TO EQUIPMENT.
2. PROVIDE FIRE ALARM FAN SHUTDOWN RELAY AT EACH EXHAUST FAN. PROVIDE ALL WIRING, CONNECTIONS, AND TESTING TO FIRE ALARM CONTROL PANEL.
3. PROVIDE A NEMA 5-15P GFCI DUPLEX RECEPTACLE NEXT TO GLYCOL MAKEUP CONTROL PANEL TO PLUG CONTROL PANEL INTO.


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NY ENGINEERING FIRM CERTIFICATE#0021419


**PROJECT INFORMATION**

Project Number
R23.15291.00

Client Name
**MONROE WOODBURY CSD**

Project Name
**EXTERIOR MOD, BOILER / AC, FIRE ALARM, PA & CLOCKS**

District Office Address
278 ROUTE 32, CENTRAL VALLEY, NY 10917

**PROJECT ISSUE & REVISION SCHEDULE**

| # | Date | Description |
|---|---|---|
| 1 | 11/11/26 | BID ADDENDUM 2 |

Monroe-Woodbury Central School District
NORTH MAIN ES - SED# 44-12-01-06-0-002-011
NORTH MAIN ES - SED# 44-12-01-06-0-002-012

REGISTRATION EXPIRATION DATES

| | |
|---|---|
| David Hunsberger | 12/31/25 |
| Anthony Marchetti | 05/31/27 |
| Dave Hart | 02/29/28 |
| Jennifer Wengender | 06/30/27 |
| Larry Werts | 12/31/27 |
| James Basile | 05/31/26 |

**PROFESSIONAL STAMPS**


NEW YORK STATE EDUCATION STATEMENT
IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND THE COMMISSIONER'S REGULATIONS FOR ANY PERSON, UNLESS HE OR SHE IS A LICENSED ARCHITECT, ENGINEER, ARCHITECT, ENGINEER OR LAND SURVEYOR TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE SEAL OF AN ARCHITECT, ENGINEER OR SURVEYOR IS ALTERED, THE ALTERING PARTY SHALL AFFIX TO THE ITEM THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.


**SHEET INFORMATION**

| Issued | Scale |
|---|---|
| 06/13/25 | 12" = 1'-0" |

Project Status
BID DOCUMENTS

| Drawn By | Checked By |
|---|---|
| MAY | JBT |

Drawing Title
ELECTRICAL SCHEDULES

Drawing Number
NMES
E901


10/30/2026 10:18:15 AM <project location>\D Design & Project Files on BIM 360

***PROVIDE ALL PANELBOARDS WITH FULL BUSS EXTENSION TO ALL SPARE SPACES. SPARE SPACES SHALL BE FACTORY PREPARED TO ACCEPT FUTURE CIRCUIT BREAKERS WITHOUT MODIFICATION TO THE PANEL INTERIOR***

## PANEL: MP4

**LOCATION:** CUST. **A.I.C. RATING:** 22K
**VOLTAGE:** 120/208V **MCB RATING:** MLO
**FED FROM:** MDP **MAIN BUS RATING:** 225 A
**MOUNTING:** Surface

| ... | BRKR | | | LOAD DESCRIPTION | A | | B | | C | | LOAD DESCRIPTION | BRKR | | ... |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 15 | 2 | UV-300 | | 395 | 395 | | | | | UV-301 | 2 | 15 | 2 |
| 3 | | | | | | | 395 | 395 | | | | | | 4 |
| 5 | 15 | 2 | UV-302A, UV-302B | | | | | | 790 | 395 | UV-303 | 2 | 15 | 6 |
| 7 | | | | | 790 | 395 | | | | | | | | 8 |
| 9 | 15 | 2 | UV-S-7 | | | | 395 | 395 | | | UV-304 | 2 | 15 | 10 |
| 11 | | | | | | | | | 395 | 395 | | | | 12 |
| 13 | 15 | 2 | UV-305 | | 395 | 790 | | | | | UV-306A, UV-306B | 2 | 15 | 14 |
| 15 | | | | | | | 395 | 790 | | | | | | 16 |
| 17 | 15 | 2 | UV-307 | | | | | | 395 | 790 | UV-308A, UV-308B | 2 | 15 | 18 |
| 19 | | | | | 395 | 790 | | | | | | | | 20 |
| 21 | 15 | 2 | UV-309A, UV-309B | | | | 790 | 395 | | | UV-310 | 2 | 15 | 22 |
| 23 | | | | | | | | | 790 | 395 | | | | 24 |
| 25 | 15 | 2 | EF-1, EF-2 | | 416 | 728 | | | | | EF-3, EF-4, EF-5, EF-T2 | 2 | 15 | 26 |
| 27 | | | | | | | 416 | 728 | | | | | | 28 |
| 29 | 15 | 2 | EF-6, EF-7 | | | | | | 416 | 416 | EF-8, EF-9 | 2 | 15 | 30 |
| 31 | | | | | 416 | 416 | | | | | | | | 32 |
| 33 | 15 | 1 | EF-T1 | | | | 208 | 900 | | | FIRE/SMOKE DAMPERS | 1 | 20 | 34 |
| 35 | 15 | 1 | EF-T3 | | | | | | 208 | 750 | FIRE/SMOKE DAMPERS | 1 | 20 | 36 |
| 37 | 15 | 1 | EF-T4 | | 208 | 208 | | | | | EF-136 | 1 | 15 | 38 |
| 39 | 15 | 1 | EF-310 | | | | 208 | 360 | | | RECEPTS: CORRIDOR 314 | 1 | 20 | 40 |
| 41 | 20 | 1 | RECEPTS: COORIDOR 314 | | | | | | 360 | 540 | RECEPTS: 302,303A,304 | 1 | 20 | 42 |
| 43 | 20 | 1 | RECEPTS: 307,309 | | 360 | 500 | | | | | CUH-13, CUH-14 | 2 | 15 | 44 |
| 45 | 15 | 2 | SPARE | | | | 0 | 500 | | | | | | 46 |
| 47 | | | | | | | | | 0 | 0 | SPARE | 1 | 20 | 48 |
| 49 | 20 | 1 | SPARE | | 0 | 0 | | | | | SPARE | 1 | 20 | 50 |
| 51 | 20 | 1 | SPARE | | | | 0 | 0 | | | SPARE | 1 | 20 | 52 |
| 53 | 20 | 1 | SPARE | | | | | | 0 | 0 | SPARE | 1 | 20 | 54 |
| | | | | TOTAL LOAD | 7597 VA | | 7270 VA | | 7035 VA | | | | | |

| Load Classification | | | |
|---|---|---|---|
| Load | Connected VA | Demand Factor | Demand VA |
| Recept. | 1620 VA | 100.00% | 1620 VA |
| Lighting | | | |
| HVAC | | | |
| Motors | | | |
| Refrig. | | | |
| Kitchen | | | |
| Misc. | 17592 VA | 75.00% | 13194 VA |

| Panel Totals | |
|---|---|
| Connected Load | 21902 VA |
| Estimated Load | 17504 VA |
| Connected Amps | 61 A |
| Demand Amps | 49 A |

## PANEL: SDP

**LOCATION:** ELEC.ROOM G-3B **A.I.C. RATING:** 22K
**VOLTAGE:** 120/208V **MCB RATING:** MLO
**FED FROM:** MDP **MAIN BUS RATING:** 400 A
**MOUNTING:** Surface

| ... | BRKR | | | LOAD DESCRIPTION | A (VA) | | B (VA) | | C (VA) | | LOAD DESCRIPTION | BRKR | | ... |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | 0 | 0 | | | | | | | | 2 |
| 3 | 400 | 3 | PANEL B (BASEMENT) | | | | 0 | 0 | | | PANEL A | 3 | 100 | 4 |
| 5 | | | | | | | | | 0 | 0 | | | | 6 |
| 7 | | | | | 0 | 0 | | | | | | | | 8 |
| 9 | 100 | 3 | PANEL EXIT | | | | 0 | 0 | | | PANEL NMWC-1 | 3 | 100 | 10 |
| 11 | | | | | | | | | 0 | 0 | | | | 12 |
| 13 | | | | | -- | -- | | | | | | | | 14 |
| 15 | -- | 3 | SPACE | | | | -- | -- | | | SPACE | 3 | -- | 16 |
| 17 | | | | | | | | | -- | -- | | | | 18 |
| 19 | | | | | -- | -- | | | | | | | | 20 |
| 21 | -- | 3 | SPACE | | | | -- | -- | | | SPACE | 3 | -- | 22 |
| 23 | | | | | | | | | -- | -- | | | | 24 |
| 25 | -- | 1 | SPACE | | -- | -- | | | | | SPACE | 1 | -- | 26 |
| 27 | -- | 1 | SPACE | | | | -- | -- | | | SPACE | 1 | -- | 28 |
| 29 | -- | 1 | SPACE | | | | | | -- | -- | SPACE | 1 | -- | 30 |
| | | | | TOTAL LOAD | 0 VA | | 0 VA | | 0 VA | | | | | |

| Load Classification | | | |
|---|---|---|---|
| Load | Connected VA | Demand Factor | Demand VA |
| Recept. | | | |
| Lighting | | | |
| HVAC | | | |
| Motors | | | |
| Refrig. | | | |
| Kitchen | | | |
| Misc. | | | |

| Panel Totals | |
|---|---|
| Connected Load | 0 VA |
| Estimated Load | 0 VA |
| Connected Amps | 0 A |
| Demand Amps | 0 A |

## PANEL: MP2

**LOCATION:** CUST. **A.I.C. RATING:** 22K
**VOLTAGE:** 120/208V **MCB RATING:** MLO
**FED FROM:** MDP **MAIN BUS RATING:** 225 A
**MOUNTING:** Surface

| ... | BRKR | | | LOAD DESCRIPTION | A | | B | | C | | LOAD DESCRIPTION | BRKR | | ... |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 15 | 2 | UV-200 | | 395 | 790 | | | | | UV-201A, UV-201B | 2 | 15 | 2 |
| 3 | | | | | | | 395 | 790 | | | | | | 4 |
| 5 | 15 | 2 | UV-202 | | | | | | 395 | 790 | UV-203A, UV-203B | 2 | 15 | 6 |
| 7 | | | | | 395 | 790 | | | | | | | | 8 |
| 9 | 15 | 2 | UV-204A, UV-204B | | | | 790 | 790 | | | UV-205A, UV-205B | 2 | 15 | 10 |
| 11 | | | | | | | | | 790 | 790 | | | | 12 |
| 13 | 15 | 1 | FCU-1 | | 790 | 790 | | | | | FCU-2 | 1 | 15 | 14 |
| 15 | 15 | 2 | UV-136 | | | | 395 | 395 | | | UV-209 | 2 | 15 | 16 |
| 17 | | | | | | | | | 395 | 395 | | | | 18 |
| 19 | 15 | 2 | UV-210A, UV-210B | | 790 | 395 | | | | | UV-211 | 2 | 15 | 20 |
| 21 | | | | | | | 790 | 395 | | | | | | 22 |
| 23 | 15 | 2 | CUH-1 | | | | | | 104 | 104 | CUH-3 | 2 | 15 | 24 |
| 25 | | | | | 104 | 104 | | | | | | | | 26 |
| 27 | 15 | 2 | **CUH-7 | | | | 250 | 250 | | | CUH-2 | 2 | 15 | 28 |
| 29 | | | | | | | | | 250 | 250 | | | | 30 |
| 31 | 20 | 1 | RECEPTACLES ROOF | | 900 | 500 | | | | | CUH-9, CUH-10 | 2 | 15 | 32 |
| 33 | 15 | 2 | CUH-11, CUH-12 | | | | 500 | 500 | | | | | | 34 |
| 35 | | | | | | | | | 500 | 416 | *SSI-1,SSI-2,SSI-3,SSI-4 | 2 | 15 | 36 |
| 37 | 50 | 2 | *SSO-1 | | 3952 | 416 | | | | | | | | 38 |
| 39 | | | | | | | 3952 | 3952 | | | *SSO-2 | 2 | 50 | 40 |
| 41 | 15 | 2 | SPARE | | | | | | 0 | 3952 | | | | 42 |
| 43 | | | | | 0 | 0 | | | | | SPARE | 2 | 15 | 44 |
| 45 | -- | 1 | SPACE | | | | -- | 0 | | | SPACE | 1 | -- | 46 |
| 47 | -- | 1 | SPACE | | | | | | -- | -- | SPACE | 1 | -- | 48 |
| 49 | -- | 1 | SPACE | | -- | -- | | | | | SPACE | 1 | -- | 50 |
| 51 | -- | 1 | SPACE | | | | -- | -- | | | SPACE | 1 | -- | 52 |
| 53 | -- | 1 | SPACE | | | | | | -- | -- | SPACE | 1 | -- | 54 |
| | | | | TOTAL LOAD | 11111 VA | | 14144 VA | | 9131 VA | | | | | |

| Load Classification | | | |
|---|---|---|---|
| Load | Connected VA | Demand Factor | Demand VA |
| Recept. | 900 VA | 100.00% | 900 VA |
| Lighting | | | |
| HVAC | | | |
| Motors | | | |
| Refrig. | | | |
| Kitchen | | | |
| Misc. | 31906 VA | 75.00% | 23930 VA |

| Panel Totals | |
|---|---|
| Connected Load | 34386 VA |
| Estimated Load | 26410 VA |
| Connected Amps | 95 A |
| Demand Amps | 73 A |

*ALL WORK BY ALTERNATE EC-2
**OMIT ALL WORK IF ALTERNATE EC-2 IS ACCEPTED

## PANEL: MP3

**LOCATION:** CUST. **A.I.C. RATING:** 22K
**VOLTAGE:** 120/208V **MCB RATING:** MLO
**FED FROM:** MDP **MAIN BUS RATING:** 225 A
**MOUNTING:** Surface

| ... | BRKR | | | LOAD DESCRIPTION | A | | B | | C | | LOAD DESCRIPTION | BRKR | | ... |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | 1645 | 1645 | | | | | | | | 2 |
| 3 | 30 | 3 | AHU-2 | | | | 1645 | 1645 | | | AHU-3 | 3 | 30 | 4 |
| 5 | | | | | | | | | 1645 | 1645 | | | | 6 |
| 7 | 15 | 1 | FCU-3 | | 420 | 104 | | | | | EF-T9 | 2 | 15 | 8 |
| 9 | 15 | 1 | EF-T5 | | | | 208 | 104 | | | | | | 10 |
| 11 | 15 | 1 | EF-T6 | | | | | | 208 | 208 | EF-T7 | 1 | 15 | 12 |
| 13 | 15 | 1 | EF-G1, EF-G2 | | 230 | 208 | | | | | EF-T8 | 1 | 15 | 14 |
| 15 | 20 | 2 | EF-K3 | | | | 1040 | 1050 | | | FIRE/SMOKE DAMPERS | 1 | 20 | 16 |
| 17 | | | | | | | | | 1040 | 600 | FIRE/SMOKE DAMPERS | 1 | 20 | 18 |
| 19 | 20 | 1 | RECEPTS: CORRIDOR 320 | | 540 | 600 | | | | | FIRE/SMOKE DAMPERS | 1 | 20 | 20 |
| 21 | 20 | 1 | FIRE/SMOKE DAMPERS | | | | 900 | 750 | | | FIRE/SMOKE DAMPERS | 1 | 20 | 22 |
| 23 | 20 | 1 | RECEPTS: RTU-2 | | | | | | 720 | 900 | FIRE/SMOKE DAMPERS | 1 | 20 | 24 |
| 25 | 20 | 1 | FIRE/SMOKE DAMPERS | | 450 | 208 | | | | | EF-K1 | 1 | 15 | 26 |
| 27 | 20 | 1 | EF-K2 | | | | 208 | 208 | | | EF-K4 | 1 | 15 | 28 |
| 29 | 20 | 1 | CP-1 | | | | | | 6096 | 1461 | H-1 | 1 | 20 | 30 |
| 31 | 20 | 1 | H-2 | | 1461 | 1461 | | | | | H-3 | 1 | 20 | 32 |
| 33 | 20 | 1 | H-4 | | | | 1461 | 250 | | | CUH-5 | 2 | 15 | 34 |
| 35 | 15 | 2 | CUH-8 | | | | | | 104 | 250 | | | | 36 |
| 37 | | | | | 104 | 104 | | | | | CUH-4 | 2 | 15 | 38 |
| 39 | 15 | 2 | CUH-6 | | | | 250 | 104 | | | | | | 40 |
| 41 | | | | | | | | | 250 | 540 | RECEPTS: CORRIDOR 324 | 1 | 20 | 42 |
| 43 | 20 | 1 | SPARE | | 0 | 0 | | | | | SPARE | 1 | 20 | 44 |
| 45 | 20 | 1 | SPARE | | | | 0 | 0 | | | SPARE | 1 | 20 | 46 |
| 47 | 20 | 1 | SPARE | | | | | | 0 | 0 | SPARE | 1 | 20 | 48 |
| 49 | 20 | 1 | SPARE | | 0 | 0 | | | | | SPARE | 1 | 20 | 50 |
| 51 | 20 | 1 | SPARE | | | | 0 | 0 | | | SPARE | 1 | 20 | 52 |
| 53 | 20 | 1 | SPARE | | | | | | 0 | 0 | SPARE | 1 | 20 | 54 |
| | | | | TOTAL LOAD | 9179 VA | | 9823 VA | | 15667 VA | | | | | |

| Load Classification | | | |
|---|---|---|---|
| Load | Connected VA | Demand Factor | Demand VA |
| Recept. | 1800 VA | 100.00% | 1800 VA |
| Lighting | | | |
| HVAC | | | |
| Motors | | | |
| Refrig. | | | |
| Kitchen | | | |
| Misc. | 13574 VA | 75.00% | 10181 VA |

| Panel Totals | |
|---|---|
| Connected Load | 34668 VA |
| Estimated Load | 31275 VA |
| Connected Amps | 96 A |
| Demand Amps | 87 A |

## PANEL: MDP

**LOCATION:** ELEC.ROOM G-3B **A.I.C. RATING:** 65K AIC
**VOLTAGE:** 120/208V **MCB RATING:** 3000 A
**FED FROM:** **MAIN BUS RATING:** 3000 A
**MOUNTING:** Surface

| ... | BRKR | | | LOAD DESCRIPTION | A | | B | | C | | LOAD DESCRIPTION | BRKR | | ... |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | 900 | 7597 | | | | | | | | 2 |
| 3 | 400 | 3 | PANEL N | | | | 720 | 7270 | | | PANEL MP4 | 3 | 225 | 4 |
| 5 | | | | | | | | | 360 | 7035 | | | | 6 |
| 7 | | | | | 9573 | 11111 | | | | | | | | 8 |
| 9 | 225 | 3 | PANEL MP1 | | | | 7659 | 14144 | | | PANEL MP2 | 3 | 225 | 10 |
| 11 | | | | | | | | | 8679 | 9131 | | | | 12 |
| 13 | | | | | 9179 | 0 | | | | | | | | 14 |
| 15 | 225 | 3 | PANEL MP3 | | | | 9823 | 0 | | | PANEL B (FIRST FLOOR) | 3 | 225 | 16 |
| 17 | | | | | | | | | 15667 | 0 | | | | 18 |
| 19 | | | | | 0 | 0 | | | | | | | | 20 |
| 21 | 225 | 3 | PANEL C | | | | 0 | 0 | | | PANEL D | 3 | 225 | 22 |
| 23 | | | | | | | | | 0 | 0 | | | | 24 |
| 25 | | | | | 0 | 0 | | | | | | | | 26 |
| 27 | 225 | 3 | PANEL E | | | | 0 | 0 | | | PANEL F | 3 | 400 | 28 |
| 29 | | | | | | | | | 0 | 0 | | | | 30 |
| 31 | | | | | 0 | 0 | | | | | | | | 32 |
| 33 | 400 | 3 | PANEL G | | | | 0 | 0 | | | PANEL H | 3 | 400 | 34 |
| 35 | | | | | | | | | 0 | 0 | | | | 36 |
| 37 | | | | | 0 | 0 | | | | | | | | 38 |
| 39 | 400 | 3 | PANEL K | | | | 0 | 0 | | | PANEL S | 3 | 100 | 40 |
| 41 | | | | | | | | | 0 | 0 | | | | 42 |
| 43 | | | | | 0 | 0 | | | | | | | | 44 |
| 45 | 225 | 3 | PANEL UVR | | | | 0 | 0 | | | SDP | 3 | 400 | 46 |
| 47 | | | | | | | | | 0 | 0 | | | | 48 |
| 49 | | | | | 167 | 167 | | | | | | | | 50 |
| 51 | 225 | 3 | RTU-1 | | | | 167 | 167 | | | RTU-2 | 3 | 225 | 52 |
| 53 | | | | | | | | | 167 | 167 | | | | 54 |
| 55 | | | | | 167 | 167 | | | | | | | | 56 |
| 57 | 225 | 3 | RTU-3 | | | | 167 | 167 | | | RTU-4 | 3 | 80 | 58 |
| 59 | | | | | | | | | 167 | 167 | | | | 60 |
| 61 | | | | | 7830 | 12009 | | | | | | | | 62 |
| 63 | 125 | 3 | RTU-5 | | | | 7830 | 12009 | | | CHWP-1 | 3 | 125 | 64 |
| 65 | | | | | | | | | 7830 | 12009 | | | | 66 |
| 67 | | | | | 12009 | 71092 | | | | | | | | 68 |
| 69 | 125 | 3 | CHWP-2 | | | | 12009 | 71092 | | | ACC-1 | 3 | 700 | 70 |
| 71 | | | | | | | | | 12009 | 71092 | | | | 72 |
| 73 | | | | | 0 | 0 | | | | | | | | 74 |
| 75 | 225 | 3 | SPARE | | | | 0 | 0 | | | SPARE | 3 | 400 | 76 |
| 77 | | | | | | | | | 0 | 0 | | | | 78 |
| 79 | | | | | 0 | -- | | | | | SPACE | 1 | -- | 80 |
| 81 | 100 | 3 | SPARE | | | | 0 | -- | | | SPACE | 1 | -- | 82 |
| 83 | | | | | | | | | 0 | -- | SPACE | 1 | -- | 84 |
| 85 | -- | 1 | SPACE | | -- | -- | | | | | SPACE | 1 | -- | 86 |
| 87 | -- | 1 | SPACE | | | | -- | -- | | | SPACE | 1 | -- | 88 |
| 89 | -- | 1 | SPACE | | | | | | -- | -- | SPACE | 1 | -- | 90 |
| 91 | -- | 1 | SPACE | | -- | -- | | | | | SPACE | 1 | -- | 92 |
| 93 | -- | 1 | SPACE | | | | -- | -- | | | SPACE | 1 | -- | 94 |
| 95 | -- | 1 | SPACE | | | | | | -- | -- | SPACE | 1 | -- | 96 |
| | | | | TOTAL LOAD | 141966 VA | | 143222 VA | | 144478 VA | | | | | |

| Load Classification | | | |
|---|---|---|---|
| Load | Connected VA | Demand Factor | Demand VA |
| Recept. | 7380 VA | 100.00% | 7380 VA |
| Lighting | | | |
| HVAC | | | |
| Motors | | | |
| Refrig. | | | |
| Kitchen | | | |
| Misc. | 391291 VA | 75.00% | 293468 VA |

| Panel Totals | |
|---|---|
| Connected Load | 429665 VA |
| Estimated Load | 331842 VA |
| Connected Amps | 1193 A |
| Demand Amps | 921 A |

## PANEL: MP1

**LOCATION:** KITCHEN STORAGE G-2 **A.I.C. RATING:** 22K
**VOLTAGE:** 120/208V **MCB RATING:** MLO
**FED FROM:** MDP **MAIN BUS RATING:** 400 A
**MOUNTING:** Surface

| ... | BRKR | | | LOAD DESCRIPTION | A | | B | | C | | LOAD DESCRIPTION | BRKR | | ... |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | 1441 | 1441 | | | | | | | | 2 |
| 3 | 20 | 3 | HHWP-1 | | | | 1441 | 1441 | | | HHWP-2 | 3 | 20 | 4 |
| 5 | | | | | | | | | 1441 | 1441 | | | | 6 |
| 7 | | | | | 420 | 420 | | | | | | | | 8 |
| 9 | 15 | 3 | HHWP-3 | | | | 420 | 420 | | | HHWP-4 | 3 | 15 | 10 |
| 11 | | | | | | | | | 420 | 420 | | | | 12 |
| 13 | | | | | 420 | 1800 | | | | | GMP-1 | 1 | 15 | 14 |
| 15 | 15 | 3 | HHWP-5 | | | | 420 | 1200 | | | BOILER B-1 | 1 | 20 | 16 |
| 17 | | | | | | | | | 420 | 1200 | BOILER B-2 | 1 | 20 | 18 |
| 19 | 20 | 1 | BOILER B-3 | | 1200 | 120 | | | | | UH-2 | 1 | 15 | 20 |
| 21 | 15 | 1 | UH-1 | | | | 120 | 416 | | | EF-10 | 2 | 15 | 22 |
| 23 | | | | | | | | | 1381 | 416 | | | | 24 |
| 25 | 35 | 3 | AHU-1 | | 1381 | 150 | | | | | FIRE/SMOKE DAMPERS | 1 | 20 | 26 |
| 27 | | | | | | | 1381 | 400 | | | BOILER SHUT OFF BUTTONS | 1 | 15 | 28 |
| 29 | 20 | 1 | EF-11, EF-12 | | | | | | 1000 | 540 | RECEPTACLES CRAWLSPACE | 1 | 20 | 30 |
| 31 | 20 | 1 | RECEPTACLES CRAWLSPACE | | 540 | 240 | | | | | UH-3, UH-4 | 1 | 15 | 32 |
| 33 | 20 | 1 | SPARE | | | | 0 | 0 | | | SPARE | 1 | 20 | 34 |
| 35 | 20 | 1 | SPARE | | | | | | 0 | 0 | SPARE | 1 | 20 | 36 |
| 37 | 20 | 1 | SPARE | | 0 | 0 | | | | | SPARE | 1 | 20 | 38 |
| 39 | 20 | 1 | SPARE | | | | 0 | 0 | | | SPARE | 1 | 20 | 40 |
| 41 | 20 | 1 | SPARE | | | | | | 0 | 0 | SPARE | 1 | 20 | 42 |
| 43 | 20 | 1 | SPARE | | 0 | 0 | | | | | SPARE | 1 | 20 | 44 |
| 45 | -- | 1 | SPACE | | | | -- | -- | | | SPACE | 1 | -- | 46 |
| 47 | -- | 1 | SPACE | | | | | | -- | -- | SPACE | 1 | -- | 48 |
| 49 | -- | 1 | SPACE | | -- | -- | | | | | SPACE | 1 | -- | 50 |
| 51 | -- | 1 | SPACE | | | | -- | -- | | | SPACE | 1 | -- | 52 |
| 53 | -- | 1 | SPACE | | | | | | -- | -- | SPACE | 1 | -- | 54 |
| | | | | TOTAL LOAD | 9573 VA | | 7659 VA | | 8679 VA | | | | | |

| Load Classification | | | |
|---|---|---|---|
| Load | Connected VA | Demand Factor | Demand VA |
| Recept. | 1080 VA | 100.00% | 1080 VA |
| Lighting | | | |
| HVAC | | | |
| Motors | | | |
| Refrig. | | | |
| Kitchen | | | |
| Misc. | 17401 VA | 75.00% | 13051 VA |

| Panel Totals | |
|---|---|
| Connected Load | 25911 VA |
| Estimated Load | 21561 VA |
| Connected Amps | 72 A |
| Demand Amps | 60 A |


CPL | Architecture Engineering Planning
2875 Route 35 Suite 75-1,
Katonah, NY 10536
CPLteam.com
NY ENGINEERING FIRM CERTIFICATE#0021419


**PROJECT INFORMATION**

Project Number
R23.15291.00

Client Name
MONROE WOODBURY CSD

Project Name
EXTERIOR MOD, BOILER / AC, FIRE ALARM, PA & CLOCKS

District Office Address
278 ROUTE 32, CENTRAL VALLEY, NY 10917

**PROJECT ISSUE & REVISION SCHEDULE**

| # | Date | Description |
|---|---|---|
| 1 | 11/11/26 | BID ADDENDUM 2 |

Monroe-Woodbury Central School District
NORTH MAIN ES - SED# 44-12-01-06-0-002-011
NORTH MAIN ES - SED# 44-12-01-06-0-002-012

REGISTRATION EXPIRATION DATES

| | |
|---|---|
| David Hunsberger | 12/31/25 |
| Anthony Marchetti | 05/31/27 |
| Dave Hart | 02/29/28 |
| Jennifer Wengender | 06/30/27 |
| Larry Werts | 12/31/27 |
| James Basile | 05/31/26 |

**PROFESSIONAL STAMPS**


NEW YORK STATE EDUCATION STATEMENT
IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND THE COMMISSIONER'S REGULATIONS FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, ENGINEER OR SURVEYOR, TO ALTER ANY ITEM ON THIS PLAN IN ANY WAY. IF ANY ITEM BEARING THE SEAL OF AN ARCHITECT, ENGINEER OR SURVEYOR IS ALTERED, THE ALTERING PARTY SHALL APPLY TO THE ITEM THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.


**SHEET INFORMATION**

Issued: 06/13/25
Scale:
Project Status: BID DOCUMENTS
Drawn By: MAY
Checked By: JBT
Drawing Title: ELECTRICAL SCHEDULES

Drawing Number
NMES
E902


10/30/2026 10:18:16 AM <project location>\D Design & Project Files on BIM 360