H 2 M architects + engineers

PROJECT MANUAL

VOLUME 1 OF 3 – DIVISION 00 – DIVISION 01

SOMERS CENTRAL SCHOOL DISTRICT

250 US-202, Somers, NY 10589

CONSTRUCTION MANAGER: Triton Construction

550 7th Avenue, 14th Floor, New York NY 10018. (212) 388-5700

PRIMROSE CAMPUS:

Primrose Elementary School – Various Upgrades

110 Primrose St., Lincolndale, NY 10540
SED Control #66-21-01-06-0-002-017
Project No: SMSD2505

Somers High School – Various Upgrades

120 Primrose St., Lincolndale, NY 10540
SED Control # 66-21-01-06-0-003-023
Project No.: SMSD2508

CONTRACT G1 – GENERAL CONSTRUCTION
CONTRACT P1 – PLUMBING CONSTRUCTION
CONTRACT M1 – MECHANICAL CONSTRUCTION
CONTRACT E1 – ELECTRICAL CONSTRUCTION

FINAL BID MANUAL

11/10/2026

H2M architects + engineers
1133 Westchester Ave, Suite N-210, White Plains, NY 10605
tel 914.358.5623 fax 914.358.5624

www.h2m.com

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

TABLE OF CONTENTS

VOLUME 1: DIVISION 00 – DIVISION 01 SPECIFICATIONS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

000105	SEAL PAGES
001113	NOTICE TO BIDDERS
002113	INSTRUCTIONS TO BIDDERS
002515	QUAIFICATIONS OF BIDDERS
004105	BIDDER'S DECLARATION
004111	PAYROLL FORM
004116.11	PROPOSAL FORM (CONTRACT G1)
004116.13	PROPOSAL FORM (CONTRACT P1)
004116.15	PROPOSAL FORM (CONTRACT M1)
004116.17	PROPOSAL FORM (CONTRACT E1)
004357	INSURANCE CERTIFICATION
004519	NON-COLLUSIVE FORM
004521	HOLD HARMLESS AGREEMENT
004547	IRAN DIVESTMENT ACT CERTIFICATION
004548	SEXUAL HARASSMENT CERTIFICATION
004550	SUB CONTRACTORS LIST
004552	NYSED 155.5 REGULATIONS
005209	SAMPLE AGREEMENT
007200	GENERAL CONDITIONS
007200.01	SPECIAL PROVISIONS
007343	PREVAILING WAGE RATES
008000	AIA SAMPLE DOCUMENTS

DIVISION 01 - GENERAL REQUIREMENTS

011100	SUMMARY OF WORK
011400	WORK RESTRICTIONS
011419	SITE UTILIZATION PLAN
012100	ALLOWANCES
012200	UNIT PRICES
012300	ALTERNATES
012500	PRODUCT SUBSTITUTION PROCEDURES
012900	PAYMENT PROCEDURES
012973	SCHEDULE OF VALUES

013100 PROJECT MANAGEMENT AND COORDINATION
013119 PROGRESS MEETINGS
013216 CONSTRUCTION SCHEDULE
013223 SURVEYING
013300 SUBMITTALS
014100 REGULATORY REQUIREMENTS
014223 SPECIFICATION FORMAT
014320 PRE-INSTALLATION MEETINGS
014500 QUALITY CONTROL
014536 ENVIRONMENTAL QUALITY CONTROL
015000 TEMPORARY FACILITIES AND CONTROLS
015213 FIELD OFFICES
016100 BASIC PRODUCT REQUIREMENTS
016500 PRODUCT DELIVERY, STORAGE AND HANDLING
017329 CUTTING AND PATCHING
017423 CLEANING
017500 STARTING AND ADJUSTING
017800 CLOSEOUT SUBMITTALS
017823 OPERATING AND MAINTENANCE DATA
017839 PROJECT RECORD DOCUMENTS
017843 SPARE PARTS
017900 DEMONSTRATION AND TRAINING

VOLUME 2: PRIMROSE ELEMENTARY SCHOOL
TECHNICAL SPECIFICATIONS (DIVISION 2 – DIVISION 33)

DIVISION 02 - EXISTING CONDITIONS

020100 MAINTENANCE OF EXISTING CONDITIONS
022600 HAZARDOUS MATERIALS ASSESSMENT
024119 SELECTIVE DEMOLITION
028200 ASBESTOS REMEDIATION
028300 LEAD REMEDIATION

DIVISION 03 – CONCRETE

033000 CAST-IN PLACE CONCRETE
033501 CONCRETE FINISHING

DIVISION 04 – MASONRY

040120	**MAINTENANCE OF UNIT MASONRY**
040121	**MASONRY RESTORATION**
040343	**MASONRY REPOINTING**
040513	**MORTAR**
040523	**MASONRY ACCESSORIES**
042113	**BRICK MASONRY**

DIVISION 05 – METALS

051200	**STRUCTURAL STEEL FRAMING**

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

061000	**ROUGH CARPENTRY**

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

071400	**FLUID-APPLIED WATERPROOFING**
072100	**THERMAL INSULATION**
076200	**SHEET METAL FLASHING AND TRIM**
079200	**JOINT SEALANTS**

DIVISION 08 – OPENINGS

081429	**PRE-FINISHED WOOD DOORS**
088000	**GLAZING**
088716	**SAFETY AND SECURITY WINDOW FILM (3M)**

DIVISION 09 – FINISHES

092300	**GYPSUM PLASTERING**
093013.13	**MARBLE THRESHOLDS**
096466	**WOOD ATHLETIC FLOORING**
096513	**RESILIENT BASE AND ACCESSORIES**
096519	**RESILIENT TILE FLOORING**
096716.11	**DECORATIVE EPOXY FLUID-APPLIED SELF-LEVELING FLOORING (HYBRI-FLEX) (EPOXY 1)**
097211	**EPOXY MATRIX WALL FINISH**
097733	**GLASS FIBER REINFORCED PLASTIC PANELS**

099123 INTERIOR PAINTING

DIVISION 10 – SPECIALTIES

102113.19 TOILET COMPARTMENTS-HDPE
102800 TOILET, BATH, AND LAUNDRY ACCESSORIES
107323 PRE-MANUFACTURED EXTERIOR SHELTERS

DIVISION 11 – NOT USED

DIVISION 12 – FURNISHINGS

123216 PLASTIC LAMINATE CASEWORK
123661 QUARTZ SURFACING COUNTERTOPS

DIVISION 13-21 – NOT USED

DIVISION 22 – PLUMBING

220500 COMMON WORK RESULTS FOR PLUMBING
220523 VALVES FOR PLUMBING SYSTEMS
220529 PIPE HANGERS AND SUPPORTS FOR PLUMBING PIPING
220576 DRAINAGE ACCESSORIES
220700 PLUMBING PIPING INSULATION
220800 CLEANING AND TESTING FOR PLUMBING PIPING
221100 PLUMBING PIPING
224200 PLUMBING FIXTURES

DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

230010 GENERAL MECHANICAL REQUIREMENTS
230015 MECHANICAL DEMOLITION
230529 PIPE HANGERS AND SUPPORTS
230555 MECHANICAL SYSTEM IDENTIFICATION
230594 BALANCING OF AIR AND HYDRONIC SYSTEMS
230700 PIPE INSULATION
230702 FIRESTOPPING FOR HVAC
230703 ROOF ACCESSORIES FOR HVAC SYSTEMS
230800 COMMISSIONING OF MECHANICAL SYSTEMS
230923 AUTOMATIC TEMPERATURE CONTROLS AND BUILDING AUTOMATION SYSTEM

230991	**INSTRUMENTATION AND CONTROL INTEGRATION**
230993	**SEQUENCE OF OPERATIONS**
232000	**PIPE, VALVES AND FITTINGS**
232001	**CONDENSATE DRAIN PIPING**
232007	**PIPING SPECIALTIES**
232201	**STEAM SPECIALTIES**
232202	**STEAM TRAPS**
233113	**SHEET METAL WORK**
233416	**EXHAUST FANS**
238223	**UNIT VENTILATOR**

DIVISION 24-25 – NOT USED

DIVISION 26 – ELECTRICAL

260000	**ELECTRICAL**
260010	**ELECTRICAL DEMOLITION**
260519	**LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**
260526	**GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**
260529	**HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**
260533	**RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS**
260553	**IDENTIFICATION FOR ELECTRICAL SYSTEMS**

DIVISION 27-33 – NOT USED

VOLUME 3: SOMERS HIGH SCHOOL
TECHNICAL SPECIFICATIONS (DIVISION 2 – DIVISION 33)

DIVISION 02 - EXISTING CONDITIONS

020100	**MAINTENANCE OF EXISTING CONDITIONS**
022600	**HAZARDOUS MATERIALS ASSESSMENT**
024119	**SELECTIVE DEMOLITION**
028200	**ASBESTOS REMEDIATION**
028300	**LEAD REMEDIATION**

DIVISION 03 – CONCRETE

033000	**CAST-IN PLACE CONCRETE**
033501	**CONCRETE FINISHING**

036000 GROUTING

DIVISION 04 – MASONRY

040120 MAINTENANCE OF UNIT MASONRY
040121 MASONRY RESTORATION
040343 MASONRY REPOINTING
040513 MORTAR
040523 MASONRY ACCESSORIES
042113 BRICK MASONRY

DIVISION 05 – METALS

054000 COLD-FORMED METAL FRAMING
055000 METAL FABRICATIONS
055100 METAL STAIRS, HANDRAILS AND RAILINGS
055516 STAIR TREADS AND NOSINGS

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

061000 ROUGH CARPENTRY

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

072100 THERMAL INSULATION
072600 VAPOR RETARDERS
074216 METAL SOFFIT PANELS
074243 ALUMINUM COMPOSITE METAL (ACM) WALL PANEL
075323 ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING
076200 SHEET METAL FLASHING AND TRIM
077123 MANUFACTURED GUTTERS AND DOWNSPOUTS
078413 FIRESTOPPING
079200 JOINT SEALANTS

DIVISION 08 – OPENINGS

081113 HOLLOW METAL DOORS AND FRAMES
081429 PRE-FINISHED WOOD DOORS
084113 ALUMINUM-FRAMED STOREFRONT WINDOWS
087100 DOOR HARDWARE

088000 GLAZING
088716 SAFETY AND SECURITY WINDOW FILM (3M)

DIVISION 09 – FINISHES

092110 GYPSUM BOARD ASSEMBLIES
092216 NON-STRUCTURAL METAL FRAMING
093013 CERAMIC TILING
093013.13 MARBLE THRESHOLDS
095100 ACOUSTICAL LAY-IN CEILINGS
096513 RESILIENT BASE AND ACCESSORIES
096519.23 LUXURY VINYL TILE
096715 EPOXY SEAMLESS FLOORING SYSTEM - EPOXY 2
096716.11 DECORATIVE EPOXY FLUID-APPLIED SELF-LEVELING FLOORING (HYBRI-FLEX) (EPOXY 1)
097211 EPOXY MATRIX WALL FINISH
099113 EXTERIOR PAINTING
099123 INTERIOR PAINTING

DIVISION 10 – SPECIALTIES

101100 VISUAL DISPLAY SURFACES
102113.19 TOILET COMPARTMENTS-HDPE
102800 TOILET, BATH, AND LAUNDRY ACCESSORIES
107316.13 CANOPIES (MASA)

DIVISION 11 – EQUIPMENT

114000 FOOD SERVICE EQUIPMENT
116623 GYMNASIUM EQUIPMENT

DIVISION 12 – FURNISHINGS

123216 PLASTIC LAMINATE CASEWORK
123653 LABORATORY WORKSURFACES
123661 QUARTZ SURFACING COUNTERTOPS

DIVISION 13-21 – NOT USED

DIVISION 22 – PLUMBING

220500 COMMON WORK RESULTS FOR PLUMBING
220523 VALVES FOR PLUMBING SYSTEMS
220529 PIPE HANGERS AND SUPPORTS FOR PLUMBING PIPING
220553 IDENTIFICATION FOR PLUMBING PIPING AND VALVES
220576 DRAINAGE ACCESSORIES
220700 PLUMBING PIPING INSULATION
220800 CLEANING AND TESTING FOR PLUMBING PIPING
221100 PLUMBING PIPING
224200 PLUMBING FIXTURES

DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

230010 GENERAL MECHANICAL REQUIREMENTS
230015 MECHANICAL DEMOLITION
230529 PIPE HANGERS AND SUPPORTS
230555 MECHANICAL SYSTEM IDENTIFICATION
230594 BALANCING OF AIR AND HYDRONIC SYSTEMS
230700 PIPE INSULATION
230702 FIRESTOPPING FOR HVAC
230703 ROOF ACCESSORIES FOR HVAC SYSTEMS
230719 DUCTWORK INSULATION
230800 COMMISSIONING OF MECHANICAL SYSTEMS
230923 AUTOMATIC TEMPERATURE CONTROLS AND BUILDING AUTOMATION SYSTEM
230934 VARIABLE FREQUENCY DRIVES FOR HVAC
230991 INSTRUMENTATION AND CONTROL INTEGRATION
230993 SEQUENCE OF OPERATIONS
232000 PIPE, VALVES AND FITTINGS
232007 PIPING SPECIALTIES
233113 SHEET METAL WORK
233416 EXHAUST FANS
233701 LOUVERED AIR INLETS AND OUTLETS
233713 DIFFUSERS, REGISTERS AND GRILLES
237213 AIR COOLED CONDENSING UNITS
237313 INDOOR AND OUTDOOR AIR-HANDLING UNITS
238101 PACKAGED ROOFTOP UNITS
238216 AIR COILS
238223 UNIT VENTILATOR

DIVISION 24-25 – NOT USED

DIVISION 26 – ELECTRICAL

260000	**ELECTRICAL**
260010	**ELECTRICAL DEMOLITION**
260519	**LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**
260526	**GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**
260529	**HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**
260533	**RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS**
260553	**IDENTIFICATION FOR ELECTRICAL SYSTEMS**
262400	**PANELBOARDS**
262726	**WIRING DEVICES**
262816	**ENCLOSED SWITCHES AND CIRCUIT BREAKERS**
262914	**COMBINATION MOTOR CONTROLLERS**

DIVISION 27-33 – NOT USED

END OF TABLE OF CONTENTS

We hereby certify that these Contract Document have been prepared by us or under our direct supervision in accordance with the rules and regulations governing the Architects and Engineers practicing in the State of New York.

ARCHITECT OF RECORD
H2M architects + engineers
433 River Street, Suite 8002
Troy, NY 12180
P: (518) 600-9648

NYS Registered Architect:
Name: Katrina N. Pacheco, AIA, NCARB, LEED BD+C
License : 041183
Expiration Date: 9/30/2029



ARCHITECT - ASBESTOS CERTIFICATE

H2M architects + engineers
538 Broad Hollow Rd.
4th Floor EAST
Melville, NY 11747
(631) 392-5645



NYS Registered Architect:
Name: Kevin M. Medler, RA, NCIDQ
License : 038379
Expiration Date: 7/31/2027

Asbestos Certification #: 26-61VZ0-SHAB
Expiration Date: 08/27

We hereby certify that these Contract Document have been prepared by us or under our direct supervision in accordance with the rules and regulations governing the Architects and Engineers practicing in the State of New York.

ENGINEER OF RECORD
H2M architects + engineers
538 Broad Hollow Rd., 4th Floor EAST
Melville, NY 11747
(631) 392-5276

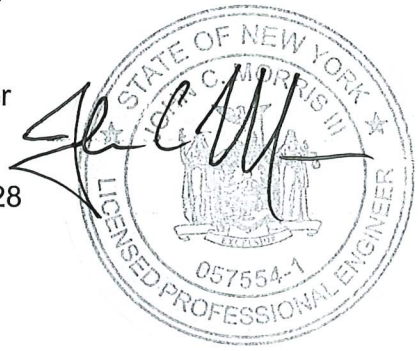
NYS Registered Engineer:
Name: Jon Muratore
License: 096440
Expiration Date: 10/31/2027



We hereby certify that these Contract Document have been prepared by us or under our direct supervision in accordance with the rules and regulations governing the Architects and Engineers practicing in the State of New York.

MECHANICAL ENGINEER OF RECORD
H2M architects + engineers
4810 Belmar Blvd., Ste 201
Wall Township, NJ 07753
(732) 348-7018

NYS Registered Engineer
Name: John C. Morris, III
License: 057554
Expiration Date: 5/31/2028



We hereby certify that these Contract Document have been prepared by us or under our direct supervision in accordance with the rules and regulations governing the Architects and Engineers practicing in the State of New York.

ELECTRICAL ENGINEER OF RECORD
H2M architects + engineers
538 Broad Hollow Road
4th Floor East
Melville, NY 11747
P: (631) 756-8000 X 1413

NYS Registered Engineer:
Name: Jeffrey L. Czajka, Project Auditing and Compliance Officer
License : 073522
Expiration Date: 7/31/2028



Notice is hereby given that **SEALED PROPOSALS** for:

Somers Central School District
Various Upgrades at

ALL SCHOOLS:

Primrose Elementary School: SED # 66-21-01-06-0-002-017
Somers Intermediate School: SED # 66-21-01-06-0-006-021
Somers Middle School: SED # 66-21-01-06-0-001-021
Somers High School: SED # 66-21-01-06-0-003-023

CONTRACT C – SITE/CIVIL CONSTRUCTION

ELEMENTARY SCHOOLS:

Primrose Elementary School: SED # 66-21-01-06-0-002-017
Somers Intermediate School: SED # 66-21-01-06-0-006-021

CONTRACT FA – FIRE ALARM CONSTRUCTION

PRIMROSE CAMPUS

Primrose Elementary School: SED # 66-21-01-06-0-002-017
Somers High School: SED # 66-21-01-06-0-003-023

CONTRACT G1 – GENERAL CONSTRUCTION
CONTRACT M1 – MECHANCIAL CONSTRUCTION
CONTRACT E1 – ELECTRICAL CONSTRUCTION
CONTRACT P1 – PLUMBING CONSTRUCTION

ROUTE 202 CAMPUS

Somers Intermediate School: SED # 66-21-01-06-0-006-021
Somers Middle School: SED # 66-21-01-06-0-001-021

CONTRACT G2 – GENERAL CONSTRUCTION
CONTRACT M2 – MECHANCIAL CONSTRUCTION
CONTRACT E2 – ELECTRICAL CONSTRUCTION
CONTRACT P2 – PLUMBING CONSTRUCTION

will be received until **3:30pm on Tuesday, December 8th, 2026** at:

Somers Intermediate School - Business Office
240 US-202, Somers, NY 10589

at which time they will be publicly opened in the Somers Intermediate School Library**.**

In the event that on this date the Somers Central School District is closed to all students and all staff or has an early dismissal due to weather or any other emergency that closes all schools and offices for all students and all staff prior to 4:00 PM, bids will be due at 4:00 PM on the next day that the school district is open.

Hard copies and electronic bid documents will be available beginning on **Tuesday, November 10th, 2026.**

Complete sets of Hard Copy Bidding Documents, including but not limited to Drawings and Specifications, may be obtained from: *REVplans - 330 Route 17A,Suite #2, Goshen, NY 10924 - Tel: 1-877-272-0216* upon depositing the sum of One Hundred Dollars ($100.00) for each combined set of documents.

Checks or money orders shall be made payable to **Somers Central School District,** checks should be sent directly to REVplans. Bidder's deposit will be refunded if the set is returned to REV in good condition within thirty (30) days following the award of the contract or the rejection of the bids covered by such plans and specifications. **Non-bidders** shall receive partial reimbursement, in an amount equal to the amount of the deposit, less the actual cost of reproduction of the documents if the set is returned in good condition within thirty (30) days following the award of the contract or the rejection of the bids covered by such plans and specifications. Any bidder requiring documents to be shipped shall make arrangements with the printer and pay for all packaging and shipping costs.

As a convenience to the Contractor, complete digital sets of Bidding Documents, including but not limited to Drawings and Specifications, may be obtained from the following websites: *h2mplanroom.com* for a nonrefundable fee of **One Hundred Dollars ($100.00) for each combined set of documents.**

Please note, *h2mplanroom.com (Biddy Projects)* is the designated location and means for distributing and obtaining all bid package information. Only Contract Documents obtained in this manner will enable a prospective bidder to be identified as an official plan holder of record. The Provider takes no responsibility for the completeness of Contract Documents obtained from other sources. Contract Documents obtained from other sources may not be accurate or may not contain addenda that may have been issued.

All pre-bid RFIs/questions about the meaning or intent of the Contract Documents are to be posed by email to: *albanyoffice@h2m.com* with attention to the Architect. To be given consideration, **questions must be received no later than Tuesday, November 24th, 2026, by 12:00 pm local time**. **NO QUESTIONS WILL BE ANSWERED BY PHONE**. Responses to items not covered in the construction documents will be issued by addendum.
All bid addenda will be transmitted to registered plan holders via email and will be available at *h2mplanroom.com.* Plan holders who have paid for hard copies of the bid documents will need to make the determination if hard copies of the addenda are required for their use and coordinate directly with the printer for hard copies of any addenda that have been issued. There will be no charge for registered plan holders to obtain hard copies of the bid addenda.

Bids must be made on the standard proposal form in the manner designated therein and as required by the specifications. Bids must be enclosed in sealed, opaque envelopes bearing the name of the project and the name and address of the bidder on the outside, addressed to: "**PURCHASING AGENT**, **Somers Central School District**", clearly marked on the outside:

Primrose Elementary School – Various Upgrades	**SED No.** 66-21-01-06-0-002-017
Somers Intermediate School – Various Upgrades	**SED No.** 66-21-01-06-0-006-021
Somers Middle School – Various Upgrades	**SED No.** 66-21-01-06-0-001-021
Somers High School – Various Upgrades	**SED No.** 66-21-01-06-0-003-023

The School District is not responsible for bids opened prior to the bid opening, if bid number and opening date do not appear on the envelope. Bids opened prior to the date and time indicated are invalid. The bidder assumes the risk of any delay in the mail, or in the handling of the mail by employees of the Somers Central School District, as well as of improper hand delivery.

Each proposal submitted must be accompanied by a certified check or bid bond, made payable to the "Somers Central School District", in an amount equal to ten percent (10%) of the total amount of the bid, as a commitment by the bidder that, if its bid is accepted, it will enter into a contract to perform the work and will execute such further security as may be required for the faithful performance of the contract. **Certification of bonding company is required for this bid, see Instructions for Bidders.**

Each bidder shall agree to hold his/her bid price for ninety (90) days after the formal bid opening.

A pre-bid meeting and walk-though is scheduled for 10:00am on Thursday, November 19th, 2026 at the project site. Potential bidders are asked to gather at the main entrance to Primrose Elementary School. Although the pre-bid meeting and walk-through are **not** mandatory, it is highly recommended that all potential bidders attend. Potential bidders are asked to contact John Hansen, Preconstruction / Project Manager, for any questions related to the pre-bid walk-through.

John Hansen
Preconstruction/ Project Manager
Triton Construction Company
1279 Route 300, 1st Floor, Newburgh, NY 12550
Cell: 516.427.3160
E-mail: jhansen@tritonconstruction.net

It is the Board's intention to award the contract to the lowest qualified bidder in compliance with the specifications providing the required security who can meet the experience, technical and budget requirements. The Board reserves the right to reject any or all bids, waive any informality and to accept such bid which, in the opinion of the Board, is in the best interests of the School District.

By Order of the Board of Education
Somers Central School District
250 Rt. 202
Somers, New York 10589

BIDS FOR PROJECT

The Board of Education of the Somers Central School District (hereafter called School District or Owner), will receive **SEALED BID PROPOSALS** for: **Somers Central School District**

PRIMROSE CAMPUS:

Primrose Elementary School – Various Upgrades
110 Primrose St, Lincolndale, NY 10540

Somers High School – Various Upgrades
120 Primrose St., Lincolndale, NY 10540

CONTRACT G1 – GENERAL CONSTRUCTION
CONTRACT P1 – PLUMBING CONSTRUCTION
CONTRACT M1 – MECHANICAL CONSTRUCTION
CONTRACT E1 – ELECTRICAL CONSTRUCTION

TIME AND PLACE

The sealed proposals are to be submitted at the:
Somers Central School District
Business Office
240 US-202, Somers, NY, 10589
See notice to bidders for all dates and times.

REQUIRED BID SUBMISSIONS

Each bid submission shall consist of two (2) sealed envelopes containing the following items. The bidder shall carefully remove all forms from the Project specification. The Project manual should not be submitted or included in the bid package. If the bid is sent by mail, the two sealed envelopes shall be enclosed in a separate mailing envelope with the notation on the face thereof as follows:

Primrose Elementary School – Various Upgrades	**SED No. 66-21-01-06-0-002-017**
Somers High School – Various Upgrades	**SED No. 66-21-01-06-0-003-023**

Envelope No. 1 - BID PROPOSAL:

This envelope shall be clearly marked with the name of the Project; bidders name and marked "**BID PROPOSAL**" in large lettering on the envelope and shall contain the following items:

1. Certified check or Bid Bond in the amount totaling 5% of the base bid.

2. Certified letter from Bonding Company, indicating that they meet the criteria set forth in article 11 of the General Conditions.

3. Certified letter that the company bidding this Project has been in business under the same name for a period of five years or longer and is not currently disbarred from bidding or working on public works projects by the New York State Department of Labor.

4. One (1) fully executed original and one (1) copy (marked “copy”) of the following:
    a. Proposal forms.
    b. Non-collusive form.
    c. Hold Harmless Agreement.
    d. Certification of Compliance with the Iran Divestment Act or Declaration of Bidder’s Inability to provide Certification of Compliance with the Iran Divestment Act.
    e. Insurance Certification.
    f. Sexual Harassment Prevention Certification Form
    g. 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. Each bid must be accompanied by the Insurance Certification Form located in the specifications Failure to provide may result in the School District finding the bidder "non-responsive" to the bid documents.

Envelope No. 2 - BID QUALIFICATIONS:

This envelope shall be clearly marked with the name of the Project(s), bidders name and marked “**BID QUALIFICATIONS**” in large lettering on the envelope and shall contain the following items:

1. A description of bidder's experience with Projects of comparative size, complexity and cost together with documentary evidence showing that said Projects were completed to the owner’s satisfaction and were completed in a timely fashion.

2. Documentation from five Projects completed within the past five years:
    a. timeliness of performance of the Work of the Project.
    b. evidence that the Project was completed to the owner’s satisfaction.
    c. whether any extensions of time were requested and if such requests were granted.
    d. whether litigation and/or arbitration was commenced by either the owner or the bidder as a result of the Work of the Project completed by the bidder.
    e. whether any liens were filed on the Project by subcontractors or material suppliers of the bidder.
    f. whether the bidder was defaulted on the Project by the owner.
    g. whether the bidder made any claims for extra Work on the Project, including whether said claim resulted in a change order.

3. Documentation evidencing the bidder’s financial responsibility, including its most recent certified financial statement prepared by a CPA.

4. Fully completed statement of bidder’s qualification.

5. Fully completed list of subcontractors.

DETERMINATION OF BIDDERS

In the consideration and acceptance of any bid proposal, the School District shall be entitled to exercise every measure of lawful discretion in evaluating the financial history and ability of the Bidder and its past performance in ventures of this or similar nature. Such data will be considered either as a material or controlling factor in the acceptance of any bid submitted.

1. Bidders must prove to the satisfaction of the School District that they are reputable, reliable and responsible.

2. The School District may make any investigation it deems necessary to assure itself of the ability of the Bidder to perform the Work.

3. The School District reserves the right to reject any or all bid proposals and to accept the proposal it deems in the best interest of the School District.

4. A tie-bid is defined as an instance where bids are received from two or more Bidders who are the low responsive Bidders, and their offers are identical. If two or more bids are tied, the Board of Education of the School District has the discretion to select one of the tied bids for a contract award and the determination of the Board to award a contract(s) to one of the tied Bidders shall be final and binding on all tied bids.

DEPOSITS

Bidders deposit for obtaining hard copies of the Bidding Documents will be refunded if the set is returned in good condition within thirty (30) days following the award of the contract or the rejection of the bids covered by such Bidding Documents. Non-bidders shall receive partial reimbursement, in an amount equal to the amount of the deposit, less the actual cost of reproduction of the documents if the set is returned in good condition within thirty (30) days following the award of the contract or the rejection of the bids covered by such Bidding Documents.

VERBAL ANSWERS

The School District, its agents, servants, employees and the Architect/Engineer shall not be responsible in any manner for **verbal** answers to inquiries made regarding the meaning of the contract documents, drawings or the specifications prior to the awarding of the contract.

For information with reference to the work and its location(s) during bid phase by prospective bidders' questions shall be submitted in writing to:

Simon Mandic
Senior Project Designer
H2M architects + engineers
433 River Street, Suite 8002
Troy, NY 12180
Phone: 518-765-5105
Fax: 518-765-5107
E-mail: albanyoffice@h2m.com

To be given consideration, questions must be received in writing at least ten (10) days prior to the date fixed for the opening of bids.

ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation shall be made in writing, addressed to:

Simon Mandic
Senior Project Designer
H2M architects + engineers
433 River Street, Suite 8002
Troy, NY 12180
Phone: 518-765-5105
Fax: 518-765-5107
E-mail: albanyoffice@h2m.com

To be given consideration, requests for interpretation must be received in writing at least ten (10) days prior to the date fixed for the opening of bids. Any and all interpretations and any supplement instructions will be in the form of written addenda to the specifications, and will be transmitted to registered plan holders via email and will be available at www.revplans.com.

All addenda so issued shall become part of the Contract Documents. The District may extend the bid date by Addendum.

PRE-BID INSPECTION OF SITE

Each bidder may conduct on-site inspections of the referenced Project site during the pre-bid walkthrough prior to submission of a bid proposal. The bidder shall acquaint himself/herself with all apparent conditions and characteristics of the facility with regard to assessment of required materials quantities, evaluation of quality of existing materials, access to the site and equipment, location of underground utilities, clearances and all related information necessary to develop an understanding of the required scope of the Work and all field conditions. Bidders must satisfy themselves by personal examination of the location of the proposed Work and of the actual conditions and requirements of the Work and shall not, at any time after the submission of the bid proposal, dispute or complain of such estimate or assert there was any misunderstanding in regard to the depth or character or the nature of the Work to be done. No consideration will be given for subsequent additional claims by the contractor after bidding award with regard to apparent field conditions.

PRE-BID MEETING AND INSPECTION OF SITE

See Section “Notice to Bidders”

BIDDER TO BE FAMILIAR WITH PLANS AND REQUIREMENTS

It is the bidder’s responsibility to examine carefully the plans and specifications, other Contract Documents, its bid proposal and the site upon which the Work is to be performed. Submission of a bid proposal shall be prima facie evidence that the bidder has made such examination and that he/ she is familiar with all of the conditions and requirements.

PREPARATION OF BID PROPOSAL

The bid proposal forms contained herein must be used in preparing bids. Failure to use said bid proposal forms or the inclusion of bids not requested shall result in rejection of the bid.

No bid proposal shall be considered by the School District unless the bidder tendering same demonstrates it is skilled in Work of a similar nature to that envisaged in the Contract Documents.

Each bidder shall fill out in ink (in both words and figures) its unit or lump sum bid, as the case may be, for each item in the bid proposal form. If there is a discrepancy between the prices in words and figures, the prices in words shall govern as unit and lump sum prices. Each bid shall be signed by an owner or officer of the bidder in the spaces provided.

No bid will be considered, which does not include bids for all items listed in the proposal sheets.

NAME OF BIDDER

Each bidder must state in the bid proposal its full name and business address, and the full name of every person, firm or corporation interested therein and the address of every person or firm, or president and secretary of every corporation interested with it; if no other person, firm or corporation be so interested, it must affirmatively state such fact. The Bidder must also state that the bid proposal is made without any connection (directly or indirectly) with any other bidder for the Work mentioned in its proposal and is (in all respects) without fraud or collusion; it has inspected the site of the Work, has examined the Contract, General Conditions, Specifications, Plans, all addenda, and Instructions for Bidders; no person acting for

or employed by the School District is directly or indirectly interested therein, or in the supplies or Work to which it relates or in any portion of the prospective profits thereof; it proposes and agrees if its proposal or bid is accepted, to execute a contract with the School District to perform the Work mentioned in the contract, plans and specifications attached; and the amount it will accept in full payment.

CERTIFIED CHECK OR BID BOND/BONDING CERTIFICATION

Each bid must be accompanied by either a certified check drawn on a solvent bank with an office in the State of New York, or a bid bond equal to five percent (5%) of the total amount of the Project Base Bid, and payable to the "SOMERS CSD". This amount shall be the measure of liquidated damages sustained by the School District as a result of the failure, negligence or refusal of the Bidder to whom the contract is awarded to execute and deliver the contract and satisfactory payment and performance bonds. Provide a certified statement that a bonding company will issue bonds that meet or exceed the requirements set forth in Article 11 of the General Conditions if the bidder is awarded the contract.

A Performance and Payment bond will be required for the Work. Each shall be in the amount of 100% of the contract sum. Refer to Article 11 of the General Conditions for requirements associated with such bonds.

PERMITS AND REGULATIONS

Each Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. Each Contractor is required to observe all laws and ordinances including, but not limited to, relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting him, his employees, or his Work hereunder in his relations to the Owner or any person. Each contractor shall also obey all laws and ordinances controlling or limiting the Contractor while engaged in the prosecution of the Work under the awarded contract.

If the Contractor observes that the drawings and specifications are at variance with laws and regulations, he/she shall promptly notify the Architect in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the Work. If the Contractor performs any Work knowing it be contrary to such laws, ordinances, rules, regulations, or specifications, or local, state or federal authorities without such notice to the Architect, he/she shall bear all costs arising there-from.

BIDDER'S UNDERSTANDING

It is understood and agreed that the bidder has, by careful examination, satisfied himself/herself as to the nature and location of the Work, and confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under the contract to be awarded.

No official, officer or agent of the Owner is authorized to make any representations as to the materials or Workmanship involved or the conditions to be encountered and the bidder agrees that no such statement or the evidence of any documents or plans, not a part of the bidding/contract documents, shall constitute any grounds for claim as to conditions encountered. No verbal agreement or conversation with any officer, agent or employee of the Owner either before or after the execution of the awarded contract, shall affect or modify any of the terms or obligations herein contained.

It is understood and agreed that the Contractor has informed himself fully as to the conditions relating to construction and labor under which the Work will be performed and agrees as far as possible to employ such methods and means in the performance of his Work so as not to cause interruption or interference with the School District's operations or any other Contractor.

EQUIVALENTS

A. In the Specifications, if one or more kinds, types, brands, or manufacturers of materials are named, they are regarded as the required standard of quality and are presumed to be equal. The bidder may select one of these items or, if the bidder desires to use any kind type, brand, or manufacturer or material other than those named in the specifications, the bidder shall indicate in writing when requested, and prior to award of contract, what kind, type, brand or manufacturer is included in the base bid for the specified item.

B. Submission for equivalents shall be submitted to the Architect prior to the award of the contract.

C. Refer to Article 6(W) of the General Conditions for submission requirements. The bidder shall provide the Architect with the same documentation as required for substituted materials as set forth in Article 6(X) of the General Conditions.

BID EVALUATION

The Owner and Architect may make such investigation as they deem necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish the Owner with all such additional information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

BID WITHDRAWAL

No bids may be withdrawn for a period of 45 days after opening of bids. The Owner and bidders may mutually agree for bidders to hold their bid for an additional period of time.

CONTRACTOR'S QUALIFICATION STATEMENT (POST BID)

The apparent low bidder must submit the required pre-award submittal package described below to the School District within 48 hours after the bids are opened.

Somers Central School District
250 US-202
Somers, NY 10589
914-277-2400

Submissions must be emailed and must include the Project Name of this contract in the Subject Line of the Pre-Award submission email.

1. Pre-award Submittal Package
   a. References and experience:
      (1) List of all past contracts with K-12 Public School Districts.
      (2) Provide three (3) references (Name, Title, Phone Number and email) of persons associated with three (3) different Projects (public or private sector) of similar scope and size to the one each of these three (3) projects Identified in this contract. Additionally, include the names of two major suppliers used for
2. Workforce and Work Plan - Provide a detailed written Work Plan which shall / demonstrate the bidder's understanding of overall Project scope and shall include, but not be limited, the following:
   a. Sequential listing of specific Project activities required to successfully complete the Work of the Contract.
      (1) Include Schedule and list Critical Milestones.
      (2) Include Phasing of the Work, if required.
      (3) Include listing of long lead-time items.
      (4) Impact of weather and restricted Work periods.

(5) Signed statement from a company officer that the Project can be completed in the established construction duration listed in the contract documents.

b. Resumes for the bidder's proposed Project site supervisor and staff including qualifications for specialized expertise or any certifications required to perform the Work.
c. Names of proposed major sub-contractors (more than 15% of the bid amount) and a listing of the related trade Work and value.
d. Any special coordination requirements with other trades or ongoing contracts under separate contract(s).
e. Any special storage and/ or staging requirements for construction materials required for the Work.
f. Any other special requirements including those noted in the contract documents or known to the contractor / subcontractor(s).

3. Detailed Cost Estimate:
   a. A copy of Detailed Cost Estimate outlined in CSI format for the contract Work.

NOTICE OF ACCEPTANCE

The School District shall give notice of acceptance of a bid in writing by either mail and/or email.

SIGNING OF CONTRACT

Each Bidder to whom a contract is awarded, shall, at the office of the School District within ten (10) business days after the date of notification of acceptance of its bid, furnish the required payment and performance bonds in an amount of 100% of the contract, and the required insurance as set forth in Article 10 of the General Conditions, and sign the contract for the Work.

INSURANCE

The amounts, types and clauses to be included in the insurance that is required to be carried by the successful bidder and its contractors are listed as set forth in Article 10 of the General Conditions.

RESPONSIBILITY OF BIDDER

The attention of Bidders is directed particularly to the contract provisions whereby the Contractor will be responsible for any loss or damage that may occur to the Work or any part thereof during its progress and whereby the Contractor must make good any defects or faults in the Work that may occur during the progress or within two (2) years after its acceptance.

Each Contractor shall provide for the continuation of the Performance Bond as a Maintenance Bond for two (2) full years after date of final payment request at the full contract price.

The Work is to be performed and completed to the satisfaction of the Owner & Architect/Engineer and in accordance with the specifications annexed hereto and the plans referred to therein.

LABOR RATES

Each Contractor shall pay not less than the minimum hourly wage rates on those contracts as established in accordance with Section 220 of the Labor Law as shown in the schedule.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides (among other things) that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, Workers and mechanics employed on public Work Projects, including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance, or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided

by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to the employee.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides that the supplements to be provided to laborers, Workers and mechanics upon public Work, "...shall be in accordance with the prevailing practices in the locality..." The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

The original payrolls or transcripts shall be preserved for three (3) years from the completion of the Work on the awarded Project by the bidders awarded Contracts. The School District shall receive a certified payroll with each payment requisition showing wages and supplements to all individuals performing the Contractor's Work during the period covered by the requisition.

Somers Central School District
250 US-202
Somers, NY 10589

RESERVATION OF RIGHTS

The Board of Education of the School District reserves the right to reject any or all bids, waive any informalities relating to the bidding process, waive any informalities relating to a specific bid, waive technical defects, irregularities and omissions relating to a specific bid, to request additional information from any bidder, or to re-advertise and invite new bids.

QUALIFICATIONS OF BIDDERS

Experience and Qualifications of the Bidder: Each bidder is required to submit the following documentation to demonstrate its experience and qualifications for the Work of the Project for which a bid is submitted:

a. A description of its experience with Projects of comparative size, complexity, and completed to the Owner's satisfaction and were completed in a timely fashion; cost, together with documentary evidence showing that said Projects were

b. Documentation for five (5) Projects it has performed capital Work in the last five (5) years concerning the bidder's:

   (i) timeliness of performance of the Work of the Project

   (ii) Evidence that that referenced Project was completed to the Owner's satisfaction. This can be in the form of final payment or letter of substantial completion.

   (iii) whether or not any extensions of time were requested by the contractor and whether or not such requests were granted;

   (iv) whether litigation and/or arbitration was commenced by either the Owner or the bidder as a result of the Work of the Project performed by the bidder;

   (v) whether any liens were filed on the Project by subcontractors or material suppliers of the bidder;

   (vi) whether the bidder was defaulted on the Project by the owner;

   (vii) whether the bidder made any claims for extra Work on the Project, including whether said claim resulted in a change order;

c. Documentation evidencing the bidder's financial responsibility, including the bidder's most recent certified financial statement prepared by a certified public accountant.

d. Documentation evidencing the bidder's existence under the same name for the last five (5) years.

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder

_____

2. Type of Business Entity (e.g. sole proprietor, partnership, corporation, etc.)

_____

3. If the bidder is a corporation, state the date and place of incorporation of the corporation.

_____

4. For how many years has the bidder done business under its present name?

_____

5. List the persons who are directors, officers, owners, managerial employees or partners in the bidder's business.

_____

_____

_____

_____

_____

6a. Have any of the persons listed in Number 5 owned/operated/been shareholders in any other companies?

_____

_____

_____

_____

6b. If the answer to number 6a is in the affirmative, list said persons, the names of the other companies and said persons affiliation with the other companies.

_____

_____

_____

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_____

7. Has any director, officer, owner or managerial employee had any professional license suspended or revoked? If the answer to this question is yes, list the name of the individual, the professional license he/she formerly held, whether said license was revoked or suspended and the date of the revocation or suspension.

_____

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_____

8. During the three year period preceding the submission of this bid, has the bidder been found guilty of any OSHA Violations? If the answer to this question is yes, describe the nature of the OSHA violation, an explanation of remediation or other steps taken regarding such violation(s).

_____

_____

_____

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_____

9. During the five year period preceding the submission of this bid, have any claims been asserted against the bidder pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities? If the answer to this question is yes, list the persons making such claim against the bidder, a description of the claim, the status of the claim, and what disposition (if any) has been made regarding such claim.

_____

_____

_____

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_____

10. During the five year period preceding the submission of this bid, has the bidder been named as a party in any lawsuit arising from performance of Work related to any Project in which it has been engaged? If the answer to this question is yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this bid.

_____

_____

_____

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_____

11. During the five year period preceding the submission of this bid, has the bidder been the subject of an investigation and/or proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements? If the answer to this question is yes, please list each such instance of the commencement of a Department of Labor proceeding, for which Project such proceeding was commenced, and the status of the proceeding at the time of the submission of this bid.

_____

_____

_____

_____

12. Is the bidder currently subject of an investigation and/or proceeding before any law enforcement agency, including, but not limited to any District Attorney's Office? If the answer to this question is yes, please list each such instance, the law enforcement agency, the nature of the proceeding, the Project for which such proceeding was commenced, if applicable to a Project, and the status of the proceeding at the time of the submission of this bid.

_____

_____

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_____

13. During the five year period preceding the bidder's submission of this bid, has the bidder been the subject of proceedings involving allegations that it violated the Workers' Compensation Law including but not limited to the failure to provide proof of Worker's compensation or disability coverage and/or any lapses thereof. If the answer to this question is yes, list each such instance of violation and the status of the claimed violation at the time of the submissions of this bid.

_____

_____

_____

_____

_____

14. Has the bidder, its officers, directors, owners and/or managerial employees been convicted of a crime during the five years preceding the submission of this bid?

    If the answer to this question is yes, list the name of the individual convicted, what he or she was convicted of and the date of the conviction.

_____

_____

_____

_____

_____

14b. Is the bidder, its officers, directors, owners and/or managerial employees the subject of pending criminal charges or an indictment of any pending violations of federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations?

If the answer to this question is yes, list the name of the individual charged, the charge against the individual, when the charge was initiated and where the charge is pending.

_____

_____

_____

_____

_____

15. During the five year period preceding the bidder's submission of this bid, has the bidder been found guilty of any violations of federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations?

If the answer to this question is yes, list the nature of the violation of which the bidder was found guilty, the date of the violation, and the penalty imposed as a result of the violation and the status of such penalty at the time of the submission of this bid.

_____

_____

_____

_____

_____

16. Has the bidder bid on any Projects for the period September 1, 2019 to present? If the answer to this question is yes, list the Projects bid on, whether said bid was awarded to the bidder and the expected date of commencement of the Work for said Project. For those Projects listed, if the bidder was not awarded the contract, state whether the bidder was the lowest monetary bidder.

_____

_____

_____

_____

17. Does the bidder have any projects ongoing at the time of the submission of this bid? If the answer to this question is yes, list the projects on which the bidder is currently working, the percentage complete, and the expected date of completion of said project.

_____

_____

_____

_____

_____

18. Has the bidder ever been terminated from a Project by the Owner? If the answer to this question is yes, list the Projects on which the bidder was terminated, the nature of the termination (convenience, suspension, for cause), and the date of said termination.

_____

_____

_____

_____

_____

19. Has the bidder's surety ever been contacted to provide supervisory services in connection with an on-going Project. If the answer to this question is yes, list the Project for which the surety provided supervisory services.

_____

_____

_____

_____

_____

Dated: _____

By: _____
(Signature)

_____
(Print Name and Title)

Sworn to before me this

____day of_____, 20_____.

_____
Notary Public

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CONTRACT G1 – GENERAL CONSTRUCTION
CONTRACT P1 – PLUMBING CONSTRUCTION
CONTRACT M1 – MECHANICAL CONSTRUCTION
CONTRACT E1 – ELECTRICAL CONSTRUCTION

BIDDER'S DECLARATION:

The undersigned, as Bidder, declares that the only person or persons interested in this bid or proposal as principal or principals is or are named herein; and that no other person than herein named has any interest in this proposal or in the contract proposed to be taken; that this bid or proposal is made without any connections with any other person or persons making a bid or proposal for the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud; that it has examined the site of the work and the Contract Documents; and fully understands all the same; and it proposes and agrees, if this proposal is accepted, it will contract with the Somers Central School District in the Contract accompanying this bid to furnish all the material, implements, etc., and perform all the work required in accordance with the Contract Documents; and it will accept in full payment therefore the following sums to wit:

Acknowledgement that the foregoing Bidder's Declaration is true and factual.

_____

SIGNATURE PRINT NAME TITLE DATE

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U.S. Department of Labor
Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

PROJECT NAME	PROJECT NO. or CONTRACT NO.	CERTIFIED PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION	**WAGE DETERMINATION NO.**	**WEEK ENDING DATE**	**PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS**

(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)		(4)		(5)		(6A)	(6B)	(6C)	(7A)	(7B)	(8)				(9)
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERD APPRENTICE	LABOR CLASSIFICATION		ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES HOURS WORKED EACH DAY	TOTAL HOURS WORKED FOR WEEK		HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR **ALL WORK**	DEDUCTIONS FOR **ALL WORK**				NET PAY TO WORKER FOR **ALL WORK**
								ST									TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
								OT													
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION		**WEEK ENDING DATE**	**CERTIFYING OFFICIAL's NAME AND TITLE**

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.

☐ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.

☐ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.

☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED		NAME OF LABOR CLASSIFICATION
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	

☐ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

NAME OF WORKER	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded	TOTAL HOURLY CREDIT
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	$
	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hourly Credit $	Hrly Credit $	$

☐ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

SIGNATURE OF CERTIFYING OFFICIAL	DATE	TELEPHONE NUMBER	EMAIL ADDRESS
		(___) ___ -____	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

Note: The bidder is asked to use either black ink or typewriter (black ribbon) in completing this proposal form. Each line item amount must be completed. Failure to do so will be grounds for disqualification of the bidder as nonresponsive.

BASE BID: Contract G1 – GENERAL CONSTRUCTION

PRIMROSE ELEMENTARY SCHOOL:

ITEM 1 – BONDS and INSURANCES – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 2 – DIVISION 1 – GENERAL REQUIREMENTS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 3 – DIVISION 1 – PROJECT SUPERVISION – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 4 – DIVISION 2 – EXISTING CONDITIONS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 5 – DIVISION 3 – CONCRETE – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 6 – DIVISION 4 – MASONRY – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 7 – DIVISION 5 – METALS - PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 8 – DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES - PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 9 – DIVISION 7 – THERMAL & MOISTURE PROTECTION - PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 10 – DIVISION 8 – OPENINGS - PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 11 – DIVISION 9 – FINISHES - PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 12 – DIVISION 10 – SPECIALTIES - PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 13 – DIVISION 12 – FURNISHINGS - PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 14 – PROJECT CLOSEOUT – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

SOMERS HIGH SCHOOL:

ITEM 15 – BONDS and INSURANCES – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 16 – DIVISION 1 – GENERAL REQUIREMENTS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 17 – DIVISION 1 – PROJECT SUPERVISION – SOMERS HIGH SCHOOL

(written in words) _____($

ITEM 18 – DIVISION 2 – EXISTING CONDITIONS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 19 – DIVISION 3 – CONCRETE – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 20 – DIVISION 4 – MASONRY – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 21 – DIVISION 5 – METALS - SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 22 – DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES - SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 23 – DIVISION 7 – THERMAL AND MOISTURE PROTECTION - SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 24 – DIVISION 8 – OPENINGS - SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 25 – DIVISION 9 – FINISHES - SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 26 – DIVISION 10 – SPECIALTIES - SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 27 – DIVISION 11 – EQUIPMENT - SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 28 – DIVISION 12 – FURNISHINGS - SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 29 – PROJECT CLOSEOUT – SOMERS HIGH SCHOOL

(written in words) _____($)

ALLOWANCE G1 – ALLOWANCE FOR GENERAL CONTINGENCY

(written in words) *One Hundred and Fifty Thousand Dollars and 00 Cents* ($150,000.00)

TOTAL BASE BID (ITEMS 1 – 29 INCLUSIVE, PLUS ALLOWANCE G1)
(written in words) _____ ($)

ALTERNATES

The bidder shall clearly state whether cost indicated is to be added to or deducted from the base bid cost. Failure to clearly state same will be grounds for disqualification of the bidder.

All work included under this heading shall be subject to the general conditions of the project. All construction, workmanship and finishes required by the alternates shall be as specified in the applicable sections of the specifications manual.

The undersigned bidder proposes and agrees that should the following alternates be accepted and included in the contract, the amount of the TOTAL BASE BID will be revised as follows. The undersigned further agrees that for Alternates not included in the awarded contract, the alternate bid prices indicated below shall be held and honored for a period of one year from the date of contract signing.

NUMBER	DESCRIPTION	COST
ALT-G1 (Add)	Contractor to provide all general construction and demolition work associated with the replacement of all athletic wood flooring in the Big Gymnasium [Room 30] at Primrose Elementary School (PES). See Sheets PE-AD101 & PE-A 101 for more information.	($)
ALT-G2 (Add)	Contractor to provide all general construction and demolition work associated with the replacement of the exterior gym ramp at Somers High School (SHS). See sheets HS-AD 450, HS-A 450, and HS-A 451 for more information.	($)

TOTAL BASE BID INCLUDING ALL ALTERNATES (ITEMS 1 – 29 INCLUSIVE, PLUS ALLOWANCE G1, PLUS ALTERNATES G1 AND G2)
(written in words) _____ ($)

Note: The SOMERS CENTRAL SCHOOL DISTRICT is exempt from Federal, New York State and local taxes. TOTAL AMOUNT BID shall be exclusive of all taxes.

EACH BIDDER SHALL SUBMIT WITH IT'S BID A SEPARATE SEALED LIST THAT NAMES THE SUBCONTRACTORS THAT THE BIDDER WILL USE TO PERFORM WORK AND THE AGREED UPON AMOUNT TO BE PAID FOR A.) HEATING, VENTILATION AND AIR-CONDITIONING WORK, B.) PLUMBING WORK AND C.) ELECTRICAL WORK. AFTER THE LOW BID IS ANNOUNCED, THE SEALED LIST OF SUBCONTRACTORS SUBMITTED BY THE APPARENT LOW BIDDER SHALL BE OPENED AND THE NAMES OF THE SUBCONTRACTORS ANNOUNCED. ANY CHANGE OF SUBCONTRACTOR OR AGREED UPON AMOUNT TO BE PAID SHALL REQUIRE THE APPROVAL OF THE PUBLIC OWNER, UPON A SHOWING OF "LEGITIMATE CONSTRUCTION NEED" FOR SUCH CHANGE.

"LEGITIMATE CONSTRUCTION NEED" SHALL INCLUDE, BUT NOT BE LIMITED TO:

A CHANGE IN PROJECT SPECIFICATIONS,
A CHANGE IN CONSTRUCTION MATERIAL COSTS,
A CHANGE IN SUBCONTRACTOR STATUS, OR
THE SUBCONTRACTOR HAS BECOME UNWILLING, UNABLE OR UNAVAILABLE TO PERFORM THE SUBCONTRACT.

THE SEALED LISTS OF SUBCONTRACTORS SUBMITTED BY ALL OTHER BIDDERS SHALL BE RETURNED TO THEM UNOPENED AFTER THE CONTRACT AWARD.

PAYMENTS TO SUBCONTRACTORS AND MATERIAL MEN MUST BE MADE WITHIN 7 CALENDAR DAYS AS OPPOSED TO 15 CALENDAR DAYS OF THE RECEIPT OF PAYMENT FROM THE PUBLIC OWNER. FAILURE TO PAY WITHIN 7 CALENDAR DAYS WILL RESULT IN INTEREST DUE FOR ALL CALENDAR DAYS SUBSEQUENT TO THE SEVENTH DAY THROUGH THE DATE THAT PAYMENT IS MADE.

THE BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY INFORMALITIES IN THE BIDDING.

THE BIDDER AGREES THAT THE BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF **FORTY-FIVE (45)** CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR RECEIVING BIDS.

THE BIDDER HAS SUBMITTED ALL REQUESTS FOR OTHER BRAND NAMES OR PRODUCTS NOT LISTED IN THE SPECIFICATIONS IN ACCORDANCE WITH ARTICLE 6(W) OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

SITE SUPERVISION

THE SUCCESSFUL BIDDER IS TO PROVIDE FULL TIME SITE SUPERVISION FOR HIS OR HER STAFF, SUBCONTRACTORS AND SUPPLIERS FOR THE DURATION OF THIS PROJECT. A COMPETENT SUPERINTENDENT SHALL BE IN ATTENDANCE AT THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED UNDER THE AWARDED CONTRACT. THE SUPERINTENDENT IS RESPONSIBLE TO VISIT THE JOB SITE DAILY WHEN WORK IS NOT BEING PERFORMED UNDER THEIR CONTRACT AND TO MONITOR THE OVERALL CONSTRUCTION PROGRESS. A QUALIFIED SITE SUPERINTENDENT MUST HAVE THE AUTHORITY TO REPRESENT AND MAKE DECISIONS FOR SUCCESSFUL BIDDER WITH REGARDS TO THE SUBJECT JOB, MUST BE ABLE TO GIVE GUIDANCE AND DIRECTION TO EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS, AND MUST BE KNOWLEDGEABLE ABOUT THE WORK TO BE PROVIDED. **FAILURE TO PROVIDE A QUALIFIED SITE SUPERINTENDENT AT THE JOB SITE SHALL SUBJECT SAID PRIME CONTRACTOR TO A PENALTY OF $1,000 PER DAY FOR EVERY OCCURRENCE.**

TIME OF COMPLETION

ALL WORK UNDER THIS CONTRACT SHALL BE COMPLETED BETWEEN THE FOLLOWING HOURS, IN ACCORDANCE WITH THE FOLLOWING DATES:

WORK DAYS:	**Monday – Friday**
WORK HOURS:	**7:00 AM - 4:00 PM**
CONSTRUCTION START DATE:	**MONDAY, JUNE 28TH, 2027**
SUBSTANTIAL COMPLETION:	**REFER SECTION 007200.01 – SPECIAL PROVISIONS**
FINAL COMPLETION:	**REFER SECTION 007200.01 – SPECIAL PROVISIONS**

WHILE SCHOOL IS IN SESSION WORK MUST BE DONE AFTER SCHOOL HOURS. WORK TO BE PERFORMED DURING THE SCHOOL DAY WILL BE ALLOWED BASED UPON DISTRICT APPROVAL.

IF NECESSARY, WEEKEND, HOLIDAY AND EVENING WORK SHALL BE PROVIDED TO ENSURE THE COMPLETION DATES LISTED ABOVE, AT THE SOLE COST AND EXPENSE OF THE BIDDER.

FAILURE OF THE CONTRACTOR TO COMPLETE WORK BY THE SPECIFIED TIME SHALL SUBJECT CONTRACTOR TO LIQUIDATED DAMAGES AS SET FORTH IN ARTICLE 13 OF THE GENERAL CONDITIONS.

THE ARCHITECT/ENGINEER SHALL ACT AS THE RECORD KEEPER OF CONTRACT DAYS; THE ARCHITECT/ENGINEER WILL BE THE SOLE JUDGE OF DELAYS CAUSED BY WEATHER. ONLY WEATHER DELAYS, AS ADJUDGED BY THE ARCHITECT/ENGINEER, WILL BE CONSIDERED FOR EXTENSIONS OF THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL SUBMIT A BI-WEEKLY REQUEST FOR DELAYS DUE TO WEATHER TO THE ARCHITECT/ENGINEER FOR APPROVAL. NO OTHER DELAY CLAIMS WILL BE ACCEPTED, FOR CREDIT TOWARDS THE PROJECT COMPLETION SCHEDULE, REGARDLESS OF THE SOURCE OF THE DELAY.

FAILURE OF THE CONTRACTOR TO COMPLETE ALL WORK SHOWN AND SPECIFIED IN THE CONTRACT DOCUMENTS, BY ALL OF THE SPECIFIED TIME FRAMES, SHALL SUBJECT THE CONTRACTOR TO LIQUIDATED DAMAGES, AS SET FORTH IN ARTICLE 13 OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, IN THE SUM OF ONE THOUSAND DOLLARS ($1,000.00) PER CALENDAR DAY. SUCH DAMAGES WILL COMMENCE ON THE DAY AFTER THE COMPLETION DATE OR THE DAY AFTER ANY LISTED MILESTONE DATE IN THE NOTICE TO PROCEED.

WITHIN TEN (10) CONSECUTIVE CALENDAR DAYS AFTER THE DATE OF THE NOTICE OF AWARD, THE BIDDER SHALL EXECUTE THE CONTRACT AND FURNISH THE REQUIRED PERFORMANCE BOND, PAYMENT BOND AND INSURANCES.

THE BOARD OF EDUCATION OF THE DISTRICT RESERVES THE RIGHT TO AWARD THIS CONTRACT TO OTHER THAN THE LOW BIDDER IF THE LAW SO PERMITS.

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (IF ANY):

ADDENDUM NO.	DATED

SPECIFIC DAMAGES WILL BE ASSESSED AND DEDUCTED FROM AMOUNTS OTHERWISE DUE THE CONTRACTOR FOR ADDITIONAL INSPECTION (FIELD) AND CONTRACT ADMINISTRATION (OFFICE) TIME EXPENDED BY THE ARCHITECT/ENGINEER AND/OR OTHER CONSTRUCTION EMPLOYEE(S) HIRED TO ADMINISTER OR OBSERVE THE CONTRACT, SHOULD THE CONTRACTOR COMPLETE THE CONTRACT BEYOND THE CONTRACT COMPLETION PERIOD SPECIFIED ABOVE.

SUCH DEDUCTION SHALL BE IN ACCORDANCE WITH THE ARCHITECT, ENGINEER'S, AND/OR OTHER CONSTRUCTION EMPLOYEE(S) STANDARD HOURLY BILLING RATES IN EFFECT AT THE TIME FOR THE SCHOOL DISTRICT.

THE REQUIREMENTS OF THE PROPOSAL HAVE BEEN COMPLETELY READ, UNDERSTOOD AND ACKNOWLEDGED BY THE BIDDER.

BIDDER: _____

BIDDER'S ADDRESS: _____

SIGNED BY: _____ TITLE: _____

DATE: _____

Telephone number where the bidder or a competent representative can accept a telephone message and provide a reasonable reply as soon as possible, but not later than twenty-four (24) hours:

DAY: (___) _____ NIGHT: (___) _____

FAX: (___) _____

FEDERAL I.D. NO. OR SOCIAL SECURITY NO.: _____

Note: The bidder is asked to use either black ink or typewriter (black ribbon) in completing this proposal form. Each line item amount must be completed. Failure to do so will be grounds for disqualification of the bidder as nonresponsive.

BASE BID: Contract M1 – MECHANICAL CONSTRUCTION

PRIMROSE ELEMENTARY SCHOOL:

ITEM 1 – BONDS and INSURANCES - PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 2 – DIVISION 1 – GENERAL REQUIREMENTS - PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 3 – DIVISION 1 – PROJECT SUPERVISION - PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 4 – DIVISION 23 – GENERAL MECHANICAL REQUIREMENTS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 5 – DIVISION 23 – MECHANICAL DEMOLITION – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 6 – DIVISION 23 – PIPE HANGERS AND SUPPORTS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 7 – DIVISION 23 – MECHANICAL SYSTEM IDENTIFICATION – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 8 – DIVISION 23 – BALANCING OF AIR AND HYDRONIC SYSTEMS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 9 – DIVISION 23 – PIPE INSULATION – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 10 – DIVISION 23 – FIRESTOPPING FOR HVAC – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 11 – DIVISION 23 – ROOF ACCESSORIES FOR HVAC SYSTEMS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 12 – DIVISION 23 – COMMISSIONING OF MECHANICAL SYSTEMS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 13 – DIVISION 23 – AUTOMATIC TEMPERATURE CONTROLS AND BUILDING AUTOMATION SYSTEM – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 14 – DIVISION 23 – INSTRUMENTATION AND CONTROL INTEGRATION – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 15 – DIVISION 23 – SEQUENCE OF OPERATIONS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 16 – DIVISION 23 – PIPE, VALVES, AND FITTINGS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 17 – DIVISION 23 – CONDENSATE DRAIN PIPING – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 18 – DIVISION 23 – PIPING SPECIALTIES – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 19 – DIVISION 23 – STEAM SPECIALTIES – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 20 – DIVISION 23 – STEAM TRAPS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 21 – DIVISION 23 – SHEET METAL WORK – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 22 – DIVISION 23 – EXHAUST FANS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 23 – DIVISION 23 – UNIT VENTILATOR – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 24 – PROJECT CLOSEOUT

(written in words) _____($)

SOMERS HIGH SCHOOL:

ITEM 25 – BONDS and INSURANCES – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 26 – DIVISION 1 – GENERAL REQUIREMENTS - SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 27 – DIVISION 1 – PROJECT SUPERVISION - SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 28 – DIVISION 23 – GENERAL MECHANICAL REQUIREMENTS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 29 – DIVISION 23 – MECHANICAL DEMOLITION – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 30 – DIVISION 23 – PIPE HANGERS AND SUPPORTS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 31 – DIVISION 23 – MECHANICAL SYSTEM IDENTIFICATION – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 32 – DIVISION 23 – BALANCING OF AIR AND HYDRONIC SYSTEMS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 33 – DIVISION 23 – PIPE INSULATION – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 34 – DIVISION 23 – FIRESTOPPING FOR HVAC – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 35 – DIVISION 23 – ROOF ACCESSORIES FOR HVAC SYSTEMS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 36 – DIVISION 23 – DUCTWORK INSULATION – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 37 – DIVISION 23 – COMMISSIONING OF MECHANICAL SYSTEMS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 38 – DIVISION 23 – AUTOMATIC TEMPERATURE CONTROLS AND BUILDING AUTOMATION SYSTEM – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 39 – DIVISION 23 – VARIABLE FREQUENCY DRIVES FOR HVAC – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 40 – DIVISION 23 – INSTRUMENTATION AND CONTROL INTEGRATION – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 41 – DIVISION 23 – SEQUENCE OF OPERATIONS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 42 – DIVISION 23 – PIPE, VALVES, AND FITTINGS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 43 – DIVISION 23 – PIPING SPECIALTIES – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 44 – DIVISION 23 – SHEET METAL WORK – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 45 – DIVISION 23 – EXHAUST FANS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 46 – DIVISION 23 – LOUVERED AIR INLETS AND OUTLETS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 47 – DIVISION 23 – DIFFUSERS, REGISTERS AND GRILLES – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 48 – DIVISION 23 – AIR COOLED CONDENSING UNITS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 49 – DIVISION 23 – INDOOR AND OUTDOOR AIR-HANDLING UNITS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 50 – DIVISION 23 – PACKAGED ROOFTOP UNITS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 51 – DIVISION 23 – AIR COILS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 52 – DIVISION 23 – UNIT VENTILATOR – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 53 – PROJECT CLOSEOUT – SOMERS HIGH SCHOOL

(written in words) _____($)

ALLOWANCE M1 – ALLOWANCE FOR GENERAL CONTINGENCY

(written in words) *Sixty Thousand Dollars and 00 Cents* ($60,000.00)

TOTAL BASE BID (ITEMS 1 – 53 INCLUSIVE, PLUS ALLOWANCE M1)
(written in words) _____ ($)

EACH BIDDER SHALL SUBMIT WITH IT'S BID A SEPARATE SEALED LIST THAT NAMES THE SUBCONTRACTORS THAT THE BIDDER WILL USE TO PERFORM WORK AND THE AGREED UPON AMOUNT TO BE PAID FOR A.) HEATING, VENTILATION AND AIR-CONDITIONING WORK, B.) PLUMBING WORK AND C.) ELECTRICAL WORK. AFTER THE LOW BID IS ANNOUNCED, THE SEALED LIST OF SUBCONTRACTORS SUBMITTED BY THE APPARENT LOW BIDDER SHALL BE OPENED AND THE NAMES OF THE SUBCONTRACTORS ANNOUNCED. ANY CHANGE OF SUBCONTRACTOR OR AGREED UPON AMOUNT TO BE PAID SHALL REQUIRE THE APPROVAL OF THE PUBLIC OWNER, UPON A SHOWING OF "LEGITIMATE CONSTRUCTION NEED" FOR SUCH CHANGE.

"LEGITIMATE CONSTRUCTION NEED" SHALL INCLUDE, BUT NOT BE LIMITED TO:

A CHANGE IN PROJECT SPECIFICATIONS,
A CHANGE IN CONSTRUCTION MATERIAL COSTS,
A CHANGE IN SUBCONTRACTOR STATUS, OR
THE SUBCONTRACTOR HAS BECOME UNWILLING, UNABLE OR UNAVAILABLE TO PERFORM THE SUBCONTRACT.

THE SEALED LISTS OF SUBCONTRACTORS SUBMITTED BY ALL OTHER BIDDERS SHALL BE RETURNED TO THEM UNOPENED AFTER THE CONTRACT AWARD.

PAYMENTS TO SUBCONTRACTORS AND MATERIAL MEN MUST BE MADE WITHIN 7 CALENDAR DAYS AS OPPOSED TO 15 CALENDAR DAYS OF THE RECEIPT OF PAYMENT FROM THE PUBLIC OWNER. FAILURE TO PAY WITHIN 7 CALENDAR DAYS WILL RESULT IN INTEREST DUE FOR ALL CALENDAR DAYS SUBSEQUENT TO THE SEVENTH DAY THROUGH THE DATE THAT PAYMENT IS MADE.

THE BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY INFORMALITIES IN THE BIDDING.

THE BIDDER AGREES THAT THE BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF **FORTY-FIVE (45)** CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR RECEIVING BIDS.

THE BIDDER HAS SUBMITTED ALL REQUESTS FOR OTHER BRAND NAMES OR PRODUCTS NOT LISTED IN THE SPECIFICATIONS IN ACCORDANCE WITH ARTICLE 6(W) OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

SITE SUPERVISION

THE SUCCESSFUL BIDDER IS TO PROVIDE FULL TIME SITE SUPERVISION FOR HIS OR HER STAFF, SUBCONTRACTORS AND SUPPLIERS FOR THE DURATION OF THIS PROJECT. A COMPETENT SUPERINTENDENT SHALL BE IN ATTENDANCE AT THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED UNDER THE AWARDED CONTRACT. THE SUPERINTENDENT IS RESPONSIBLE TO VISIT THE JOB SITE DAILY WHEN WORK IS NOT BEING PERFORMED UNDER THEIR CONTRACT AND TO MONITOR THE OVERALL CONSTRUCTION PROGRESS. A QUALIFIED SITE SUPERINTENDENT MUST HAVE THE AUTHORITY TO REPRESENT AND MAKE DECISIONS FOR SUCCESSFUL BIDDER WITH REGARDS TO THE SUBJECT JOB, MUST BE ABLE TO GIVE GUIDANCE AND DIRECTION TO EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS, AND MUST BE KNOWLEDGEABLE ABOUT THE WORK TO BE PROVIDED. **FAILURE TO PROVIDE A QUALIFIED SITE SUPERINTENDENT AT THE JOB SITE SHALL SUBJECT SAID PRIME CONTRACTOR TO A PENALTY OF $1,000 PER DAY FOR EVERY OCCURRENCE.**

TIME OF COMPLETION

ALL WORK UNDER THIS CONTRACT SHALL BE COMPLETED BETWEEN THE FOLLOWING HOURS, IN ACCORDANCE WITH THE FOLLOWING DATES:

WORK DAYS:	**Monday – Friday**
WORK HOURS:	**7:00 AM - 4:00 PM**
CONSTRUCTION START DATE:	**MONDAY, JUNE 28TH, 2027**
SUBSTANTIAL COMPLETION:	**REFER SECTION 007200.01 – SPECIAL PROVISIONS**
FINAL COMPLETION:	**REFER SECTION 007200.01 – SPECIAL PROVISIONS**

IF NECESSARY, WEEKEND, HOLIDAY AND EVENING WORK SHALL BE PROVIDED TO ENSURE THE COMPLETION DATES LISTED ABOVE, AT THE SOLE COST AND EXPENSE OF THE BIDDER.

FAILURE OF THE CONTRACTOR TO COMPLETE WORK BY THE SPECIFIED TIME SHALL SUBJECT CONTRACTOR TO LIQUIDATED DAMAGES AS SET FORTH IN ARTICLE 13 OF THE GENERAL CONDITIONS.

THE ARCHITECT/ENGINEER SHALL ACT AS THE RECORD KEEPER OF CONTRACT DAYS; THE ARCHITECT/ENGINEER WILL BE THE SOLE JUDGE OF DELAYS CAUSED BY WEATHER. ONLY WEATHER DELAYS, AS ADJUDGED BY THE ARCHITECT/ENGINEER, WILL BE CONSIDERED FOR EXTENSIONS OF THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL SUBMIT A BI-WEEKLY REQUEST FOR DELAYS DUE TO WEATHER TO THE ARCHITECT/ENGINEER FOR APPROVAL. NO OTHER DELAY CLAIMS WILL BE ACCEPTED, FOR CREDIT TOWARDS THE PROJECT COMPLETION SCHEDULE, REGARDLESS OF THE SOURCE OF THE DELAY.

FAILURE OF THE CONTRACTOR TO COMPLETE ALL WORK SHOWN AND SPECIFIED IN THE CONTRACT DOCUMENTS, BY ALL OF THE SPECIFIED TIME FRAMES, SHALL SUBJECT THE CONTRACTOR TO LIQUIDATED DAMAGES, AS SET FORTH IN ARTICLE 13 OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, IN THE SUM OF ONE THOUSAND DOLLARS ($1,000.00) PER CALENDAR DAY. SUCH DAMAGES WILL COMMENCE ON THE DAY AFTER THE COMPLETION DATE OR THE DAY AFTER ANY LISTED MILESTONE DATE IN THE NOTICE TO PROCEED.

WITHIN TEN (10) CONSECUTIVE CALENDAR DAYS AFTER THE DATE OF THE NOTICE OF AWARD, THE BIDDER SHALL EXECUTE THE CONTRACT AND FURNISH THE REQUIRED PERFORMANCE BOND, PAYMENT BOND AND INSURANCES.

THE BOARD OF EDUCATION OF THE DISTRICT RESERVES THE RIGHT TO AWARD THIS CONTRACT TO OTHER THAN THE LOW BIDDER IF THE LAW SO PERMITS.

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (IF ANY):

ADDENDUM NO.	DATED
_____	_____
_____	_____

SPECIFIC DAMAGES WILL BE ASSESSED AND DEDUCTED FROM AMOUNTS OTHERWISE DUE THE CONTRACTOR FOR ADDITIONAL INSPECTION (FIELD) AND CONTRACT ADMINISTRATION (OFFICE) TIME EXPENDED BY THE ARCHITECT/ENGINEER AND/OR OTHER CONSTRUCTION EMPLOYEE(S) HIRED TO ADMINISTER OR OBSERVE THE CONTRACT, SHOULD THE CONTRACTOR COMPLETE THE CONTRACT BEYOND THE CONTRACT COMPLETION PERIOD SPECIFIED ABOVE.

SUCH DEDUCTION SHALL BE IN ACCORDANCE WITH THE ARCHITECT, ENGINEER'S, AND/OR OTHER CONSTRUCTION EMPLOYEE(S) STANDARD HOURLY BILLING RATES IN EFFECT AT THE TIME FOR THE SCHOOL DISTRICT.

THE REQUIREMENTS OF THE PROPOSAL HAVE BEEN COMPLETELY READ, UNDERSTOOD AND ACKNOWLEDGED BY THE BIDDER.

BIDDER: _____

BIDDER'S ADDRESS: _____

SIGNED BY: _____ TITLE: _____

DATE: _____

Telephone number where the bidder or a competent representative can accept a telephone message and provide a reasonable reply as soon as possible, but not later than twenty-four (24) hours:

DAY: (___) _____ NIGHT: (___) _____

FAX: (___) _____
FEDERAL I.D. NO. OR SOCIAL SECURITY NO.: _____

Note: The bidder is asked to use either black ink or typewriter (black ribbon) in completing this proposal form. Each line item amount must be completed. Failure to do so will be grounds for disqualification of the bidder as nonresponsive.

BASE BID: Contract E1 – ELECTRICAL CONSTRUCTION

PRIMROSE ELEMENTARY SCHOOL:

ITEM 1 – BONDS and INSURANCES – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 2 – DIVISION 1 – GENERAL REQUIREMENTS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 3 – DIVISION 1 – PROJECT SUPERVISION – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 4 – DIVISION 26 – ELECTRICAL – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 5 – DIVISION 26 – ELECTRICAL DEMOLITION – PRIMROSE ELEMENTARY SCHOOL

(written in words)_____ ($)

ITEM 7 – DIVISION 26 – LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 8 – DIVISION 26 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 9 – DIVISION 26 – HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 10 – DIVISION 26 – RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 12 – DIVISION 26 – IDENTIFICATION FOR ELECTRICAL SYSTEMS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 13 – PROJECT CLOSEOUT – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

SOMERS HIGH SCHOOL:

ITEM 14 – BONDS and INSURANCES – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 15 – DIVISION 1 – GENERAL REQUIREMENTS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 16 – DIVISION 1 – PROJECT SUPERVISION – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 17 – DIVISION 26 – ELECTRICAL – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 18 – DIVISION 26 – ELECTRICAL DEMOLITION – SOMERS HIGH SCHOOL

(written in words)_____ ($)

ITEM 19 – DIVISION 26 – LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 20 – DIVISION 26 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 21 – DIVISION 26 – HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 22 – DIVISION 26 – RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 23 – DIVISION 26 – IDENTIFICATION FOR ELECTRICAL SYSTEMS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 24 – DIVISION 26 – PANELBOARDS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 25 – DIVISION 26 – WIRING DEVICES – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 26 – DIVISION 26 – ENCLOSED SWITCHES AND CIRCUIT BREAKERS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 27 – DIVISION 26 – COMBINATION MOTOR CONTROLLERS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 28 – PROJECT CLOSEOUT – SOMERS HIGH SCHOOL

(written in words) _____($)

ALLOWANCE E1 – ALLOWANCE FOR GENERAL CONTINGENCY

(written in words) *Forty Thousand Dollars and 00 Cents* ($40,000.00)

TOTAL BASE BID (ITEMS 1 – 28 INCLUSIVE, PLUS ALLOWANCE E1)
(written in words) _____ ($)

ALTERNATES

The bidder shall clearly state whether cost indicated is to be added to or deducted from the base bid cost. Failure to clearly state same will be grounds for disqualification of the bidder.

All work included under this heading shall be subject to the general conditions of the project. All construction, workmanship and finishes required by the alternates shall be as specified in the applicable sections of the specifications manual.

The undersigned bidder proposes and agrees that should the following alternates be accepted and included in the contract, the amount of the TOTAL BASE BID will be revised as follows. The undersigned further agrees that for Alternates not included in the awarded contract, the alternate bid prices indicated below shall be held and honored for a period of one year from the date of contract signing.

NUMBER	DESCRIPTION	COST
ALT - E1 (Add)	Contractor to provide all construction work associated with the replacement of the exterior gym ramp and new awning at Somers High School. See sheet HS-E 102 for more information.	($)

TOTAL BASE BID INCLUDING ALL ALTERNATES (ITEMS 1 – 28 INCLUSIVE, PLUS ALLOWANCES E1, PLUS ALTERNATE E1)
(written in words) _____ ($)

Note: The SOMERS CENTRAL SCHOOL DISTRICT is exempt from Federal, New York State and local taxes. TOTAL AMOUNT BID shall be exclusive of all taxes.

EACH BIDDER SHALL SUBMIT WITH IT'S BID A SEPARATE SEALED LIST THAT NAMES THE SUBCONTRACTORS THAT THE BIDDER WILL USE TO PERFORM WORK AND THE AGREED UPON AMOUNT TO BE PAID FOR A.) HEATING, VENTILATION AND AIR-CONDITIONING WORK, B.) PLUMBING WORK AND C.) ELECTRICAL WORK. AFTER THE LOW BID IS ANNOUNCED, THE SEALED LIST OF SUBCONTRACTORS SUBMITTED BY THE APPARENT LOW BIDDER SHALL BE OPENED AND THE NAMES OF THE SUBCONTRACTORS ANNOUNCED. ANY CHANGE OF SUBCONTRACTOR OR AGREED UPON AMOUNT TO BE PAID SHALL REQUIRE THE APPROVAL OF THE PUBLIC OWNER, UPON A SHOWING OF "LEGITIMATE CONSTRUCTION NEED" FOR SUCH CHANGE.

"LEGITIMATE CONSTRUCTION NEED" SHALL INCLUDE, BUT NOT BE LIMITED TO:

A CHANGE IN PROJECT SPECIFICATIONS,
A CHANGE IN CONSTRUCTION MATERIAL COSTS,
A CHANGE IN SUBCONTRACTOR STATUS, OR
THE SUBCONTRACTOR HAS BECOME UNWILLING, UNABLE OR UNAVAILABLE TO PERFORM THE SUBCONTRACT.

THE SEALED LISTS OF SUBCONTRACTORS SUBMITTED BY ALL OTHER BIDDERS SHALL BE RETURNED TO THEM UNOPENED AFTER THE CONTRACT AWARD.

PAYMENTS TO SUBCONTRACTORS AND MATERIAL MEN MUST BE MADE WITHIN 7 CALENDAR DAYS AS OPPOSED TO 15 CALENDAR DAYS OF THE RECEIPT OF PAYMENT FROM THE PUBLIC OWNER. FAILURE TO PAY WITHIN 7 CALENDAR DAYS WILL RESULT IN INTEREST DUE FOR ALL CALENDAR DAYS SUBSEQUENT TO THE SEVENTH DAY THROUGH THE DATE THAT PAYMENT IS MADE.

THE BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY INFORMALITIES IN THE BIDDING.

THE BIDDER AGREES THAT THE BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF **FORTY-FIVE (45)** CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR RECEIVING BIDS.

THE BIDDER HAS SUBMITTED ALL REQUESTS FOR OTHER BRAND NAMES OR PRODUCTS NOT LISTED IN THE SPECIFICATIONS IN ACCORDANCE WITH ARTICLE 6(W) OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

SITE SUPERVISION

THE SUCCESSFUL BIDDER IS TO PROVIDE FULL TIME SITE SUPERVISION FOR HIS OR HER STAFF, SUBCONTRACTORS AND SUPPLIERS FOR THE DURATION OF THIS PROJECT. A COMPETENT SUPERINTENDENT SHALL BE IN ATTENDANCE AT THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED UNDER THE AWARDED CONTRACT. THE SUPERINTENDENT IS RESPONSIBLE TO VISIT THE JOB SITE DAILY WHEN WORK IS NOT BEING PERFORMED UNDER THEIR CONTRACT AND TO MONITOR THE OVERALL CONSTRUCTION PROGRESS. A QUALIFIED SITE SUPERINTENDENT MUST HAVE THE AUTHORITY TO REPRESENT AND MAKE DECISIONS

FOR SUCCESSFUL BIDDER WITH REGARDS TO THE SUBJECT JOB, MUST BE ABLE TO GIVE GUIDANCE AND DIRECTION TO EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS, AND MUST BE KNOWLEDGEABLE ABOUT THE WORK TO BE PROVIDED. **FAILURE TO PROVIDE A QUALIFIED SITE SUPERINTENDENT AT THE JOB SITE SHALL SUBJECT SAID PRIME CONTRACTOR TO A PENALTY OF $1,000 PER DAY FOR EVERY OCCURRENCE.**

TIME OF COMPLETION

ALL WORK UNDER THIS CONTRACT SHALL BE COMPLETED BETWEEN THE FOLLOWING HOURS, IN ACCORDANCE WITH THE FOLLOWING DATES:

WORK DAYS:	**Monday – Friday**
WORK HOURS:	**7:00 AM - 4:00 PM**
CONSTRUCTION START DATE:	**MONDAY, JUNE 28TH, 2027**
SUBSTANTIAL COMPLETION:	**REFER SECTION 007200.01 – SPECIAL PROVISIONS**
FINAL COMPLETION:	**REFER SECTION 007200.01 – SPECIAL PROVISIONS**

IF NECESSARY, WEEKEND, HOLIDAY AND EVENING WORK SHALL BE PROVIDED TO ENSURE THE COMPLETION DATES LISTED ABOVE, AT THE SOLE COST AND EXPENSE OF THE BIDDER.

FAILURE OF THE CONTRACTOR TO COMPLETE WORK BY THE SPECIFIED TIME SHALL SUBJECT CONTRACTOR TO LIQUIDATED DAMAGES AS SET FORTH IN ARTICLE 13 OF THE GENERAL CONDITIONS.

THE ARCHITECT/ENGINEER SHALL ACT AS THE RECORD KEEPER OF CONTRACT DAYS; THE ARCHITECT/ENGINEER WILL BE THE SOLE JUDGE OF DELAYS CAUSED BY WEATHER. ONLY WEATHER DELAYS, AS ADJUDGED BY THE ARCHITECT/ENGINEER, WILL BE CONSIDERED FOR EXTENSIONS OF THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL SUBMIT A BI-WEEKLY REQUEST FOR DELAYS DUE TO WEATHER TO THE ARCHITECT/ENGINEER FOR APPROVAL. NO OTHER DELAY CLAIMS WILL BE ACCEPTED, FOR CREDIT TOWARDS THE PROJECT COMPLETION SCHEDULE, REGARDLESS OF THE SOURCE OF THE DELAY.

FAILURE OF THE CONTRACTOR TO COMPLETE ALL WORK SHOWN AND SPECIFIED IN THE CONTRACT DOCUMENTS, BY ALL OF THE SPECIFIED TIME FRAMES, SHALL SUBJECT THE CONTRACTOR TO LIQUIDATED DAMAGES, AS SET FORTH IN ARTICLE 13 OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, IN THE SUM OF ONE THOUSAND DOLLARS ($1,000.00) PER CALENDAR DAY. SUCH DAMAGES WILL COMMENCE ON THE DAY AFTER THE COMPLETION DATE OR THE DAY AFTER ANY LISTED MILESTONE DATE IN THE NOTICE TO PROCEED.

WITHIN TEN (10) CONSECUTIVE CALENDAR DAYS AFTER THE DATE OF THE NOTICE OF AWARD, THE BIDDER SHALL EXECUTE THE CONTRACT AND FURNISH THE REQUIRED PERFORMANCE BOND, PAYMENT BOND AND INSURANCES.

THE BOARD OF EDUCATION OF THE DISTRICT RESERVES THE RIGHT TO AWARD THIS CONTRACT TO OTHER THAN THE LOW BIDDER IF THE LAW SO PERMITS.

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (IF ANY):

ADDENDUM NO.	DATED

SPECIFIC DAMAGES WILL BE ASSESSED AND DEDUCTED FROM AMOUNTS OTHERWISE DUE THE CONTRACTOR FOR ADDITIONAL INSPECTION (FIELD) AND CONTRACT ADMINISTRATION (OFFICE) TIME EXPENDED BY THE ARCHITECT/ENGINEER AND/OR OTHER CONSTRUCTION EMPLOYEE(S) HIRED TO ADMINISTER OR OBSERVE THE CONTRACT, SHOULD THE CONTRACTOR COMPLETE THE CONTRACT BEYOND THE CONTRACT COMPLETION PERIOD SPECIFIED ABOVE.

SUCH DEDUCTION SHALL BE IN ACCORDANCE WITH THE ARCHITECT, ENGINEER'S, AND/OR OTHER CONSTRUCTION EMPLOYEE(S) STANDARD HOURLY BILLING RATES IN EFFECT AT THE TIME FOR THE SCHOOL DISTRICT.

THE REQUIREMENTS OF THE PROPOSAL HAVE BEEN COMPLETELY READ, UNDERSTOOD AND ACKNOWLEDGED BY THE BIDDER.

BIDDER: _____

BIDDER'S ADDRESS: _____

SIGNED BY: _____ TITLE: _____

DATE: _____

Telephone number where the bidder or a competent representative can accept a telephone message and provide a reasonable reply as soon as possible, but not later than twenty-four (24) hours:

DAY: (___) _____ NIGHT: (___) _____

FAX: (___) _____

FEDERAL I.D. NO. OR SOCIAL SECURITY NO.: _____

Note: The bidder is asked to use either black ink or typewriter (black ribbon) in completing this proposal form. Each line item amount must be completed. Failure to do so will be grounds for disqualification of the bidder as nonresponsive.

BASE BID: Contract P1 – PLUMBING CONSTRUCTION

PRIMROSE ELEMENTARY SCHOOL:

ITEM 1 – BONDS and INSURANCES – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 2 – DIVISION 1 – GENERAL REQUIREMENTS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 3 – DIVISION 1 – PROJECT SUPERVISION – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 4 – DIVISION 22 – COMMON WORK RESULTS FOR PLUMBING – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 5 – DIVISION 22 – VALVES FOR PLUMBING SYSTEMS – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 6 – DIVISION 22 – PIPE HANGERS AND SUPPORTS FOR PLUMBING PIPING – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 7 – DIVISION 22 – DRAINAGE ACCESSORIES – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 8 – DIVISION 22 – PLUMBING PIPING INSULATION – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 9 – DIVISION 22 – CLEANING AND TESTING FOR PLUMBING PIPING – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 10 – DIVISION 22 – PLUMBING PIPING – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 11 – DIVISION 22 – PLUMBING FIXTURES – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

ITEM 12 – PROJECT CLOSEOUT – PRIMROSE ELEMENTARY SCHOOL

(written in words) _____($)

SOMERS HIGH SCHOOL:

ITEM 13 – BONDS and INSURANCES – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 14 – DIVISION 1 – GENERAL REQUIREMENTS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 15 – DIVISION 1 – PROJECT SUPERVISION – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 16 – DIVISION 22 – COMMON WORK RESULTS FOR PLUMBING – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 17 – DIVISION 22 – VALVES FOR PLUMBING SYSTEMS – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 18 – DIVISION 22 – PIPE HANGERS AND SUPPORTS FOR PLUMBING PIPING – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 19 – DIVISION 22 – IDENTIFICATION FOR PLUMBING PIPING & VALVES – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 20 – DIVISION 22 – DRAINAGE ACCESSORIES – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 21 – DIVISION 22 – PLUMBING PIPING INSULATION – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 22 – DIVISION 22 – CLEANING AND TESTING FOR PLUMBING PIPING – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 23 – DIVISION 22 – PLUMBING PIPING – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 24 – DIVISION 22 – PLUMBING FIXTURES – SOMERS HIGH SCHOOL

(written in words) _____($)

ITEM 25 – PROJECT CLOSEOUT

(written in words) _____($)

ALLOWANCE P1 – ALLOWANCE FOR GENERAL CONTINGENCY

(written in words) *Forty Thousand Dollars and 00 Cents* ($40,000.00)

TOTAL BASE BID (ITEMS 1 – 25 INCLUSIVE, PLUS ALLOWANCE P1)
(written in words) _____ ($)

EACH BIDDER SHALL SUBMIT WITH IT'S BID A SEPARATE SEALED LIST THAT NAMES THE SUBCONTRACTORS THAT THE BIDDER WILL USE TO PERFORM WORK AND THE AGREED UPON AMOUNT TO BE PAID FOR A.) HEATING, VENTILATION AND AIR-CONDITIONING WORK, B.) PLUMBING WORK AND C.) ELECTRICAL WORK. AFTER THE LOW BID IS ANNOUNCED, THE SEALED LIST OF SUBCONTRACTORS SUBMITTED BY THE APPARENT LOW BIDDER SHALL BE OPENED AND THE NAMES OF THE SUBCONTRACTORS ANNOUNCED. ANY CHANGE OF SUBCONTRACTOR OR AGREED UPON AMOUNT TO BE PAID SHALL REQUIRE THE APPROVAL OF THE PUBLIC OWNER, UPON A SHOWING OF "LEGITIMATE CONSTRUCTION NEED" FOR SUCH CHANGE.

"LEGITIMATE CONSTRUCTION NEED" SHALL INCLUDE, BUT NOT BE LIMITED TO:

A CHANGE IN PROJECT SPECIFICATIONS,
A CHANGE IN CONSTRUCTION MATERIAL COSTS,
A CHANGE IN SUBCONTRACTOR STATUS, OR
THE SUBCONTRACTOR HAS BECOME UNWILLING, UNABLE OR UNAVAILABLE TO PERFORM THE SUBCONTRACT.

THE SEALED LISTS OF SUBCONTRACTORS SUBMITTED BY ALL OTHER BIDDERS SHALL BE RETURNED TO THEM UNOPENED AFTER THE CONTRACT AWARD.

PAYMENTS TO SUBCONTRACTORS AND MATERIAL MEN MUST BE MADE WITHIN 7 CALENDAR DAYS AS OPPOSED TO 15 CALENDAR DAYS OF THE RECEIPT OF PAYMENT FROM THE PUBLIC OWNER. FAILURE TO PAY WITHIN 7 CALENDAR DAYS WILL RESULT IN INTEREST DUE FOR ALL CALENDAR DAYS SUBSEQUENT TO THE SEVENTH DAY THROUGH THE DATE THAT PAYMENT IS MADE.

THE BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY INFORMALITIES IN THE BIDDING.

THE BIDDER AGREES THAT THE BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF **FORTY-FIVE (45)** CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR RECEIVING BIDS.

THE BIDDER HAS SUBMITTED ALL REQUESTS FOR OTHER BRAND NAMES OR PRODUCTS NOT LISTED IN THE SPECIFICATIONS IN ACCORDANCE WITH ARTICLE 6(W) OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

UNIT PRICES

THE CONTRACT SHALL INCLUDE UNIT PRICES AS HEREIN STATED. SHOULD THE AMOUNT OF WORK REQUIRED BY THE CONTRACT DOCUMENTS BE INCREASED OR DECREASED, THE FOLLOWING UNIT PRICES SHALL BE USED AS A BASIS FOR COMPUTING THE COST TO THE DISTRICT, OR THE CREDIT DUE THE DISTRICT AS THE CASE MAY BE, FOR SUCH INCREASES OR DECREASES IN THE WORK. THE LISTED UNIT PRICES WILL ALSO BE USED FOR DETERMINING THE VALUE OF QUANTITIES INCLUDED IN THE SPECIFICATIONS. PRICES SHALL REFLECT THE BASIS FOR FURNISHING ALL LABOR, MATERIAL, EQUIPMENT AND OTHER RELATED ITEMS NECESSARY FOR COMPLETION OF WORK (IN PLACE). THE QUOTED FIGURE SHALL INCLUDE CONTRACTOR'S OVERHEAD AND PROFIT.

THE OWNER/ARCHITECT HEREBY RESERVES THE RIGHT TO ORDER ANY ADDITION OR DEDUCTION OF MATERIALS ON BASIS OF UNIT COST FIGURES QUOTED.

NUMBER	DESCRIPTION	COST
P-1	**Domestic Water Piping** Copper pipe for cold and hot water lines	**$ _____ LF**
P-2	**Sanitary Waste Piping** Cast iron / PVC piping	**$ _____ LF**
P-3	**Vent Piping** Cast iron / PVC piping	**$ _____ LF**
P-4	**Natural Gas Piping** Black Steel Schedule 40 piping	**$ _____ LF**

SITE SUPERVISION

THE SUCCESSFUL BIDDER IS TO PROVIDE FULL TIME SITE SUPERVISION FOR HIS OR HER STAFF, SUBCONTRACTORS AND SUPPLIERS FOR THE DURATION OF THIS PROJECT. A COMPETENT SUPERINTENDENT SHALL BE IN ATTENDANCE AT THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED UNDER THE AWARDED CONTRACT. THE SUPERINTENDENT IS RESPONSIBLE TO VISIT THE JOB SITE DAILY WHEN WORK IS NOT BEING PERFORMED UNDER THEIR CONTRACT AND TO MONITOR THE OVERALL CONSTRUCTION PROGRESS. A QUALIFIED SITE SUPERINTENDENT MUST HAVE THE AUTHORITY TO REPRESENT AND MAKE DECISIONS FOR SUCCESSFUL BIDDER WITH REGARDS TO THE SUBJECT JOB, MUST BE ABLE TO GIVE GUIDANCE AND DIRECTION TO EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS, AND MUST BE KNOWLEDGEABLE ABOUT THE WORK TO BE PROVIDED. **FAILURE TO PROVIDE A QUALIFIED SITE SUPERINTENDENT AT THE JOB SITE SHALL SUBJECT SAID PRIME CONTRACTOR TO A PENALTY OF $1,000 PER DAY FOR EVERY OCCURRENCE.**

TIME OF COMPLETION

ALL WORK UNDER THIS CONTRACT SHALL BE COMPLETED BETWEEN THE FOLLOWING HOURS, IN ACCORDANCE WITH THE FOLLOWING DATES:

WORK DAYS: **Monday – Friday**

WORK HOURS: **7:00 AM - 4:00 PM**

CONSTRUCTION START DATE:	**MONDAY, JUNE 28TH, 2027**
SUBSTANTIAL COMPLETION:	**REFER SECTION 007200.01 – SPECIAL PROVISIONS**
FINAL COMPLETION:	**REFER SECTION 007200.01 – SPECIAL PROVISIONS**

IF NECESSARY, WEEKEND, HOLIDAY AND EVENING WORK SHALL BE PROVIDED TO ENSURE THE COMPLETION DATES LISTED ABOVE, AT THE SOLE COST AND EXPENSE OF THE BIDDER.

FAILURE OF THE CONTRACTOR TO COMPLETE WORK BY THE SPECIFIED TIME SHALL SUBJECT CONTRACTOR TO LIQUIDATED DAMAGES AS SET FORTH IN ARTICLE 13 OF THE GENERAL CONDITIONS.

THE ARCHITECT/ENGINEER SHALL ACT AS THE RECORD KEEPER OF CONTRACT DAYS; THE ARCHITECT/ENGINEER WILL BE THE SOLE JUDGE OF DELAYS CAUSED BY WEATHER. ONLY WEATHER DELAYS, AS ADJUDGED BY THE ARCHITECT/ENGINEER, WILL BE CONSIDERED FOR EXTENSIONS OF THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL SUBMIT A BI-WEEKLY REQUEST FOR DELAYS DUE TO WEATHER TO THE ARCHITECT/ENGINEER FOR APPROVAL. NO OTHER DELAY CLAIMS WILL BE ACCEPTED, FOR CREDIT TOWARDS THE PROJECT COMPLETION SCHEDULE, REGARDLESS OF THE SOURCE OF THE DELAY.

FAILURE OF THE CONTRACTOR TO COMPLETE ALL WORK SHOWN AND SPECIFIED IN THE CONTRACT DOCUMENTS, BY ALL OF THE SPECIFIED TIME FRAMES, SHALL SUBJECT THE CONTRACTOR TO LIQUIDATED DAMAGES, AS SET FORTH IN ARTICLE 13 OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, IN THE SUM OF ONE THOUSAND DOLLARS ($1,000.00) PER CALENDAR DAY. SUCH DAMAGES WILL COMMENCE ON THE DAY AFTER THE COMPLETION DATE OR THE DAY AFTER ANY LISTED MILESTONE DATE IN THE NOTICE TO PROCEED.

WITHIN TEN (10) CONSECUTIVE CALENDAR DAYS AFTER THE DATE OF THE NOTICE OF AWARD, THE BIDDER SHALL EXECUTE THE CONTRACT AND FURNISH THE REQUIRED PERFORMANCE BOND, PAYMENT BOND AND INSURANCES.

THE BOARD OF EDUCATION OF THE DISTRICT RESERVES THE RIGHT TO AWARD THIS CONTRACT TO OTHER THAN THE LOW BIDDER IF THE LAW SO PERMITS.

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (IF ANY):

ADDENDUM NO.	DATED
_____	_____
_____	_____

SPECIFIC DAMAGES WILL BE ASSESSED AND DEDUCTED FROM AMOUNTS OTHERWISE DUE THE CONTRACTOR FOR ADDITIONAL INSPECTION (FIELD) AND CONTRACT ADMINISTRATION (OFFICE) TIME EXPENDED BY THE ARCHITECT/ENGINEER AND/OR OTHER CONSTRUCTION EMPLOYEE(S) HIRED TO ADMINISTER OR OBSERVE THE CONTRACT, SHOULD THE CONTRACTOR COMPLETE THE CONTRACT BEYOND THE CONTRACT COMPLETION PERIOD SPECIFIED ABOVE.

SUCH DEDUCTION SHALL BE IN ACCORDANCE WITH THE ARCHITECT, ENGINEER'S, AND/OR OTHER CONSTRUCTION EMPLOYEE(S) STANDARD HOURLY BILLING RATES IN EFFECT AT THE TIME FOR THE SCHOOL DISTRICT.

THE REQUIREMENTS OF THE PROPOSAL HAVE BEEN COMPLETELY READ, UNDERSTOOD AND ACKNOWLEDGED BY THE BIDDER.

BIDDER: _____

BIDDER'S ADDRESS: _____

SIGNED BY: _____ TITLE: _____

DATE: _____

Telephone number where the bidder or a competent representative can accept a telephone message and provide a reasonable reply as soon as possible, but not later than twenty-four (24) hours:

DAY: (___) _____ NIGHT: (___) _____

FAX: (___) _____
FEDERAL I.D. NO. OR SOCIAL SECURITY NO.: _____

Your insurance representative must complete the form below to be considered for the award of this bid or project, and it is important that you complete the Bidder's Acknowledgement section of this form. Please note that this Insurance Certification for must accompany your bid submission for your bid to be considered.

Insurance Representative's Acknowledgement:

We have reviewed the insurance requirements set forth in the Supplementary Conditions Article 10 & 11 of the specifications and can provide such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative:

_____

Address:

_____

Are you an agent for the companies providing the coverage? Yes _____ No _____

Date:_____ _____

Insurance Representative's Signature

Bidder's Acknowledgement:

I acknowledge that 1 leave received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that this Insurance Certification form must be submitted with my bid and my inability to provide the required insurances may result in the rejection of my bid, and the Somers Central School District may award the contract to the next lowest/responsive bidder.

Name: _____

Address: _____

_____

Date:_____

_____

Bidder's Signature

NON-COLLUSIVE FORM BIDDING CERTIFICATE
BID PROPOSAL CERTIFICATIONS

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Bid.

II. Non-Collusive Bidding Certification

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. 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.

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

    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.

b. A bid shall not be considered for award nor shall any award be made where (a)(1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot

make the foregoing certification, the bidder shall so state and shall furnish with the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

The person signing this Bid or Proposal certifies that he has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well to the person signing in his/her behalf."

Signature of Bidder: _____

(Signature of bidder or authorized representative of a corporation)

Title: _____

Sworn to before me this _____ day

of _____, 20 _____

_____

Notary Public

HOLD HARMLESS AGREEMENT

In accordance with Article 12 of the General Conditions, Indemnification, the Contractor will be required to sign the following "Hold Harmless" Agreement with the BOARD OF EDUCATION. Compliance with the foregoing requirements for insurance shall not relieve the Contractor from liability set forth under the Indemnity Agreement.

The undersigned hereby agrees to defend, indemnify, and save harmless the BOARD OF EDUCATION, its officers and employees from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including counsel fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the contractor, whether such claims shall be made by an employee of the contractor or by a third party, the contractor covenants and agrees that he / she will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the Owner, Architect/Engineer & Construction manager, in any such litigation, the Contractor shall at his / her own expense satisfy and discharge the same.

By:_____
(Signature of Authorized Representative of Corporation)

_____
(Print Name and Title)

_____
(Date)

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

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

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the

_____ of the _____ Corporation and that neither the Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

_____

(SIGNED)

SWORN to before me this

_____ day of _____

20_____

Notary Public: _____

DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Bidders shall complete this form if they cannot certify that the bidder /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate) _____

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the _____ of the

_____ Corporation and the foregoing is true and accurate.

_____
(SIGNED)

SWORN to before me this

_____ day of _____

20_____

Notary Public: _____

SEXUAL HARASSMENT CERTIFICATION

The following certification must be submitted with all bids submitted after January 1, 2019 pursuant to N.Y. State Finance Law § 139-1(1)(a).

"By submission of this bid/proposal, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law."

Dated: _____ _____
(Signature Here)

_____
(Signatory's Name Printed)

_____
(Name of Bidder)

THE BIDDER SHALL LIST THE SUBCONTRACTORS, IF ANY, TO BE USED FOR THIS PROJECT. PROVIDE THE REQUIRED INFORMATION FOR EACH PROPOSED SUBCONTRACTOR. MAKE APPROPRIATE COPIES OF THIS FORM SHOULD THE BIDDER PROPOSE MORE THAN FIVE (5) SUBCONTRACTORS. LIST AT LEAST FIVE PROJECTS FOR EACH SUBCONTRACTOR THAT DEMONSTRATES THE SUBCONTRACTOR'S QUALIFICATIONS TO PERFORM THE WORK OF THE PROJECT. THE PROJECTS SHALL BE SIMILAR SIZE AND COMPLEXITY AND HAVE BEEN COMPLETED WITHIN THE LAST FIVE (5) YEARS BY THE SUBCONTRACTOR.

THIS FORM MUST BE COMPLETED BY BIDDER AND INCLUDED IN SEPARATE SEALED ENVELOPE MARKED "SUB CONTRACTORS LIST"

SUB-CONTRACTOR NAME
TYPE OF WORK
OWNER (NAME, LOCATION, PHONE NUMBER)
CONTRACT AMOUNT

SUB-CONTRACTOR NAME
TYPE OF WORK
OWNER (NAME, LOCATION, PHONE NUMBER)
CONTRACT AMOUNT

SUB-CONTRACTOR NAME
TYPE OF WORK
OWNER (NAME, LOCATION, PHONE NUMBER)
CONTRACT AMOUNT

NYSED 155.5 REGULATIONS

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies requirements of 8NYCRR155.5, Uniform Safety Standards for School Construction and Maintenance Projects, that are required in construction documents. The Contractor shall comply with these requirements in addition to any and all similar requirements in the Contract Documents.

1.3 REQUIREMENTS

A. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy. In addition, the following shall be strictly enforced and cooperated with:

1. No smoking is allowed on public school property, including construction areas.
2. During construction daily inspections of School District occupied areas shall be conducted by school district personnel to assure that construction materials, equipment or debris do not block fire exits or emergency egress windows.
3. Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the project.

B. Verify that all school areas to be disturbed during renovation or demolition have been or will be tested for lead and for asbestos. For any project work that disturbs surfaces that contain lead or asbestos, follow the plans and specifications prepared by a certified Lead Risk Assessor

or Supervisor which details provisions for occupant protection, worksite preparation, work methods, cleaning, and clearance testing; which are in general accordance with HUD Guidelines.

1. All asbestos abatement projects shall comply will all applicable federal and State laws including but not limited to the New York State Department of Labor Industrial Code Rule 56 (12 NYCRR Part 56), and the federal Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763 (Code of Federal Regulations, 1998 Edition, Superintendent of Public Documents,
U.S. Government Printing Office, Washington, DC 20402; 1998; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234).

2. Any construction or maintenance operations which will disturb lead-based paint will require abatement of those areas pursuant to protocols detailed in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing", June 1995; U.S. Department of Housing and Urban Development (HUD), Washington, D.C. 20410; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234).

C. General Safety and Security Standards for Construction Projects:

1. All construction materials shall be stored in a safe and secure manner.
2. Fences around construction supplies or debris shall be maintained.
3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
4. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warnings signs to prevent entry.
5. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites.

D. Separation of construction areas from occupied spaces. Construction areas which are under the control of a contractor and therefore not occupied by School District staff or students, shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.

1. A specific stairwell and/or elevator may be assigned for construction worker use during the work hours. In general, workers may not us the corridors, stairs or elevators designated for students or school staff.
2. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
3. All occupied parts of the buildings affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.

E. The Architect will prepare phasing plans indicating exiting, required by the applicable building code, which shall be maintained during construction.

1. The Contractor shall submit plans, to be approved by the Architect, indicating temporary construction required to isolate construction equipment, materials, people, dust, fumes, odors, and noise during the construction period and meeting the requirements of the phasing plans.
2. Temporary construction details shall meet code-required fire ratings for separation and corridor enclosure.
3. At a minimum, required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times.

F. Prepare a plan detailing how adequate ventilation will be maintained during construction.

1. The plan shall indicate ductwork which must be rerouted, disconnected, or capped in order to prevent contaminants from the construction area from entering the occupied areas of the building.
2. The plan shall also indicate how required ventilation to occupied spaces affected by construction will be maintained during the project.

G. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.

H. The contractor shall be responsible for the control of chemical fumes, gases, and other contaminates produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.

The Contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds, including but not limited to glues, paints, furniture, carpeting, wall covering, and drapery are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied.

Large and small asbestos abatement projects as defined by 12 NYCRR Part 56 shall not be performed while the building is occupied. The term "building", as used in this paragraph, means a wing or major section of a building that can be completely isolated from the rest of the building with sealed non-combustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion, and ventilation systems must be physically separated and sealed at the isolation barrier.

I. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and at windows is provided. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction.

AGREEMENT made as of the _____day of _____in the year of Two Thousand and Twenty- _____.

BETWEEN the Owner (Name and address)	**Somers Central School District** 250 US-202 Somers, NY 10589
and the Contractor: (Name and address)	_____ _____ _____
The Project is:	**Primrose Elementary School – Various Upgrades (Phase 2)** 110 Primrose St. Lincolndale, NY 10540 **SED No.: 66-21-01-06-0-002-017** **Somers High School – Various Upgrades (Phase 2)** 120 Primrose St. Lincolndale, NY 10540 **SED No.: 66-21-01-06-0-003-023** CONTRACT G1 – GENERAL CONSTRUCTION CONTRACT P1 – PLUMBING CONSTRUCTION CONTRACT M1 – MECHANICAL CONSTRUCTION CONTRACT E1 – ELECTRICAL CONSTRUCTION
The Architect is: (Name and address)	**H2M architects + engineers** 1133 Westchester Avenue, Suite N-210 White Plains, New York 10605

The Owner and Contractor agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General Conditions, Special Provisions and other Conditions), Drawings, specifications, Addenda issued prior to execution of this Agreement, other documents listed in Article 9 of this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2

THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the work and substantial completion of the work of this contract shall be in accordance with the schedule set forth in the Project Manual.

3.2 Time is of the essence respecting the contract documents and all obligations thereunder.

3.3 Upon the execution of this Agreement, the Contractor shall provide the Owner with 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.

ARTICLE 4

CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of:_____, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Bid Proposal Form (attached hereto) and are hereby accepted by the Owner: _____

4.3 Unit prices are as set forth in the proposal sheets.

ARTICLE 5

PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued 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.

5.2 The period covered by each Application for Payment shall be one calendar month ending on

the last day of the month, or as follows:

All progress payments shall be based upon an estimate and a certificate, made by the Architect, of the materials furnished, installed and suitably stored at the site and the work done by the Contractor, and payment shall be made in installments of ninety-five percent (95%) of the amount certified as earned so that, at the completion of the work, there will be a retainage of five percent (5%) of the Total Contract Sum. Retainage shall be paid to the Contractor upon final completion of the work of this contract. 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.

The Contractor shall submit with each application for payment the following:

5.2.1 A current Sworn Statement from the Contractor setting forth all subcontractors and materialmen with whom the Contractor has subcontracted, the amount of such subcontract, the amount requested for any subcontractor or material supplier in the application for payment and the amount to be paid to the Contractor from such progress payment;

5.2.2 Commencing with the second (2nd) Application for Payment submitted by the Contractor, duly executed so-called "after the fact" waivers of mechanics' and materialmen's liens from all subcontractors, materialmen and, when appropriate, from lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment, plus sworn statements from all subcontractors, materialmen and, where appropriate, from lower tier subcontractors, covering all amounts described in this Paragraph 5.2;

5.2.3 Such other information, documentation and materials as the Owner or the Architect may require.

5.3 Payment shall not be released to the Contractor until the Owner receives the following documentation:

5.3.1 Certified payroll for employees and employees of subcontractors performing work on the Project.

5.3.2 Copies of invoices submitted to the Contractor by its subcontractors and/or material suppliers.

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed including compliance with all provisions of the Contract Documents except for the Contractor's responsibility to correct nonconforming Work under Article 15(B) of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows or as soon thereafter as is practicable.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 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:

7.2.1 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;

7.2.2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder;

7.2.3 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;

7.2.4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;

7.2.5 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,

7.2.6 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.

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 Paragraph 7.2, 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.

ARTICLE 8

TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner as provided in the General Conditions.

8.2 The Work may be suspended by the Owner as provided in the General Conditions.

ARTICLE 9

ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Agreement between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction as set forth in the Project Manual and attached hereto.

9.1.3 The Specifications are as set forth in the Project Manual and indexed in table of contents.

9.1.4 The Drawings are those as follows:

9.1.5 The Addenda, if any, are as follows:

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER	**CONTRACTOR**
Somers Central School District	
250 US-202	
Somers, NY 10589	
By _____	By _____
(Signature)	(Signature)
_____	_____
(Printed Name and Title)	(Printed Name and Title)

GENERAL CONDITIONS

of the

CONTRACT for CONSTRUCTION

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS 1

ARTICLE 2 - CONTRACTOR'S REPRESENTATIONS 4

ARTICLE 3 - CONTRACTOR'S CONSTRUCTION PROCEDURES 6

ARTICLE 4 - CONTRACTOR'S USE OF SITE 13

ARTICLE 5 - SUBCONTRACTORS 21

ARTICLE 6 - CONTRACTOR'S USE OF DRAWINGS/SPECIFICATIONS 23

ARTICLE 7 - CONTRACTOR'S SAFETY/SECURITY PROGRAM 33

ARTICLE 8 - CHANGES IN THE WORK 39

ARTICLE 9 - PAYMENTS 43

ARTICLE 10 - INSURANCE REQUIREMENTS 50

ARTICLE 11 - REQUIRED BONDS FOR THE PROJECT 54

ARTICLE 12 - INDEMNIFICATION 56

ARTICLE 13 - TIME FOR COMPLETION OF WORK 58

ARTICLE 14 - DEFICIENT AND INCOMPLETE WORK ..... 62~~1~~

ARTICLE 15 - FINAL COMPLETION AND CLOSEOUT OF THE PROJECT ..... 64~~3~~

ARTICLE 16 - RELEVANT STATUTORY PROVISIONS ..... 66~~5~~

ARTICLE 17 - TERMINATION OR SUSPENSION 70

ARTICLE 18 - CLAIMS AND DISPUTES ..... 74~~3~~

ARTICLE 19 - MISCELLANEOUS PROVISIONS 75

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The within document includes detailed provisions concerning the capital improvement work to be performed by the Contractors engaged by the School District. This document contains provisions which relate particularly to capital improvement projects in the school district setting in New York State. This document is incorporated by reference into all contracts to be awarded by the School District and should be reviewed carefully by the Contractor to whom the award of a contract is made. Consultation with an attorney and insurance representative is advised.

In this document, any gender shall include the other gender, the singular shall include the plural, and the plural shall include the singular. Each defined term may be used in its singular or plural form whether or not so defined.

ARTICLE 1
DEFINITIONS

A. "Addendum" or "Addenda" refers to revised drawings and/or written requirements for the capital improvement work issued by the Architect prior to the time indicated for submission of a bid by a contractor.

B. The "Architect" is the design professional engaged by the School District to perform design related functions and construction administration services respecting the capital improvement projects to be performed in the School District that is identified on the first page of the agreement between the Owner and the Contractor.

C. "Board of Education" refers to the Board of Education of the School District.

D. "Central Administration" refers to the School District's Superintendent of Schools, Deputy Superintendent, Assistant Superintendents, and Director of Facilities.

E. The "Construction Manager" is the entity engaged by the School District to act as its representative during the course of construction of the Project that is identified on the first page of the agreement between the Owner and the Contractor.

F. The "Contractor" refers to each entity engaged by the School District to perform all or a part of the capital improvement project on its behalf.

G. The "Contract Documents" are the agreement between the Owner and the Contractor (the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, sketches, specifications, Addenda, other documents listed in Article 9 of the agreement between the Owner and the Contractor, modifications issued after execution of the agreement between the Owner and Contractor, and all other written or drawn descriptions of the products, labor and materials to be provided for the Project.

H. The "Drawings" are the plans, elevations, sections, details, schedules and diagrams developed by the Architect for the capital improvement projects to be performed in accordance with the Project Manual of which these General Conditions of the Contract for Construction ("General Conditions") form a part.

I. A "Modification" is (1) a written amendment to the agreement between the Owner and Contractor, (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 (e.g., Field Order).

J. The "Project" refers to the entire capital improvement project to be performed in accordance with the Project Manual and may include work by the Owner.

K. The "Project Manual" is the bound document which is issued simultaneously with the Drawings and includes the Notice to Bidders, Instruction for Bidders, Bid Proposal Form, link to the Prevailing Wage Rate schedule and the written requirements for labor, materials, equipment, construction systems and the like necessary for the Contractor to complete the capital improvement work for which it has been engaged.

L. The "Owner" refers to the School District, the Board of Education, its officers, agents and employees.

M. 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.

N. 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.

O. A "Subcontractor" is a person or entity who has a direct contract with a Contractor to provide material and/or labor for the Project on or off the site, or to otherwise furnish labor, material or other services with respect to a portion of the Contractor's work. A "Sub-subcontractor" is a person or entity who has a direct or indirect contract with a Subcontractor engaged by a Contractor to perform a portion of the Subcontractor's work at the site, or to otherwise furnish labor, material or other services with respect to a portion of the Subcontractor's work.

P. "Accepted", "directed" "permitted," "requested," "required," and "selected" mean, unless otherwise explained, "accepted by the Architect and/or Owner" "directed by the Architect and/or Owner," "permitted by the Architect and/or Owner," "requested by the Architect and/or Owner," "required by the Architect and/or Owner," and "selected by the Architect and/or

Owner." However, no such implied meaning will be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.

Q. "As accepted" "or acceptable substitute", and "for review" mean the Architect is the sole judge of the quality and suitability of the proposed substitutions. Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports, and claims by the Contractor, the meaning will be held to the limitations of the Architect's responsibilities and duties as stated in these General Conditions. In no case will "accepted by the Architect" be interpreted as an assurance to the Contractor that the requirements of the Contract Documents have been fulfilled.

R. "Furnish" means supply (by purchase, fabrication or construction) and deliver to the Project site or other designated location, ready for unloading, unpacking, storing, assembly, installation, application, erection, or other form of incorporation into the Project, and maintained ready for use. Supply and deliver products requiring additional or supplemental fitting, assembly, fabrication, or incorporation into other elements of the Project directly to the fabricator, installer or manufacturer as required.

S. "Install" means unload, unpack, use, fit, attach, assemble, apply, place, connect, anchor, erect, finish, cure, protect, clean, and similar operations required to properly incorporate work into the Project.

T. "Provide" means furnish and install.

U. "Replace" means remove designated, damaged, rejected, defective, unacceptable, or non-conforming work from the Project and provide new work meeting the requirements of the Contract Documents in place thereof.

V. The word "include", in any form other than "inclusive", is non-limiting and is not intended to mean all-inclusive.

ARTICLE 2
CONTRACTOR'S REPRESENTATIONS

A. Upon submission of its bid to the Owner, the Contractor expressly represents:

1. The Contractor represents and warrants that it performed a detailed investigation of the site(s) and that such investigation was sufficient to disclose the conditions of the site(s) at which work is to be performed by it and all improvements thereon, and the conditions under which the work is to be performed, including, but not limited to (a) the location, condition, layout and nature of the Project site(s) and surrounding areas; (b) the cost and availability of labor, materials and equipment necessary to perform the work; (c) the areas of the work which will cause a disruption to the necessary and proper operation of the facilities by the Owner; (d) generally prevailing climatic conditions; and (e) other pertinent limitations on the performance of its work.

2. The Contractor represents and warrants that it has carefully studied and compared the Drawings and pertinent provisions of the Project Manual and that any errors, omissions, ambiguities, discrepancies or conflicts found in said documents have been brought to the attention of the Architect for clarification prior to the Contractor's submission of its bid. If, in the interpretation of the Contract Documents, requirements within the Drawings and Specifications conflict, or it appears that the Drawings and Specifications are not in agreement, the requirement to be followed shall be decided by the Architect. Where there is a discrepancy in quantity, the Contractor shall provide the greater quantity; where there is a discrepancy in quality, the Contractor shall provide the superior quality. Addenda supersede the provisions that they amend. In case of errors, omissions, ambiguities, discrepancies or conflicts in the Contract Documents that the Contractor failed to call to the Architect's attention before submitting its bid, the Contractor shall secure instructions from the Architect through the Construction Manager before proceeding with the work affected by such errors, omissions, ambiguities, discrepancies or conflicts and the Contractor agrees to abide by the Architect's instructions and to carry out the work in accordance with the instructions and interpretation of the Architect. The Contractor shall assume full responsibility and cost for proceeding with the affected work without the instructions and/or interpretation of the Architect.

3. Each 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 in an orderly fashion and the completion of work at various locations and/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, Architect or the Construction Manager.

B. The Contractor warrants to the Owner that (1) the materials and equipment furnished under its contract will be of good quality and new, and of recent manufacture, unless otherwise required or permitted by the Contract Documents, (2) that its work will be free from defects not

inherent in the quality required or permitted, and (3) that its work will conform with the terms and conditions of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and shall be removed and replaced at the Contractor's cost and expense. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment furnished.

C. Except as to any reported errors, inconsistencies or omissions, and to concealed or unknown conditions, by executing the contract awarded by the Owner, the Contractor represents the following:

1. The Drawings and Specifications found in the Project Manual are sufficiently complete and detailed for the Contractor to (a) perform the work required to produce the results intended by the Owner and (b) comply with all the requirements of its contract with the Owner.

2. The work required to be performed by the Contractor including, without limitation, all construction details, construction means, methods, procedures and techniques necessary to perform its work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (a) good, prevailing and accepted industry standards applicable to its work; (b) requirements of any warranties applicable to its work; and (c) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of its work.

3. The Drawings, Specifications and other Contract Documents have been prepared with care and are intended to show and describe as clearly as is practicable the work required to be done. Work under all items in the Contract must be carried out to meet field conditions to the satisfaction of the Architect and Owner and in accordance with the Contract Documents, including but not limited to the Drawings and Specifications.

4. All dimensions shown on the Drawings are for bidding purposes only. It is the responsibility of the Contractor to verify all dimensions in the field to insure proper and accurate fit of materials and items to be installed.

5. The Contractor shall provide all labor, materials, equipment, appliances and services necessary to execute and complete all work as required by the Contract Documents and the applicable Building Codes. Whenever any additional materials and/or workmanship not shown or specified are required to complete the work of the Contract Documents in accordance with the obvious intent thereof, the Contractor shall provide such materials and workmanship at no additional cost to the Owner. It is intended that all mechanical and electrical systems will be complete and in proper operation and that all construction components will be complete and in compliance with accepted construction practice upon completion of the work. Even if items are missing from the Drawings and/or Specifications but are normally required for proper operation of mechanical and electrical systems, or to complete otherwise incomplete construction or to meet governing code requirements, they shall be included by the Contractor,

unless the Contractor sought and received contradictory interpretation or clarification from the Architect.

D. The representations set forth herein shall survive expiration and/or termination of the Contractor's agreement with the Owner.

ARTICLE 3
CONTRACTOR'S CONSTRUCTION PROCEDURES

1. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures required for the proper execution of its work on the Project. Where the Drawings and/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.

2. Neither the Architect, the Construction Manager or the Owner will have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility as provided herein.

3. The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, rigging, water, heat, utilities, light, transportation, and other facilities and services necessary for proper execution and completion of its work, whether temporary or permanent and whether or not incorporated or to be incorporated in its work.

B. 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 review any specified or installation procedure with its employees and/or Subcontractors, including those recommended by any product manufacturer, prior to the commencement of the relevant portion of the work to be performed. The Contractor shall be responsible to the Owner for the acts and/or omissions of 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 or supplying materials or equipment on behalf of the Contractor.

C. The Contractor shall be responsible for the inspection of portions of the Project performed by its own work force and/or subcontractors engaged by it for the purpose of determining that said work is in proper condition to receive subsequent work.

D. The Contractor shall perform its work in accordance with the standards of the construction industry applicable to work in the locale in which the work is to be performed.

E. The Contractor shall only employ labor on the Project or in connection with its work capable of working harmoniously with all trades, crafts and any other individuals associated with the capital improvement work to be performed. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity at the Project site(s) 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. Should it become necessary to create a separate entrance for a Contractor involved in a labor dispute, all costs associated with creating that entrance shall be borne by the Contractor involved in the dispute. Such costs shall include, but not be limited to, signage, fencing, temporary roads and security personnel as deemed necessary by the Owner for the safety of the occupants of the Project site(s).

F. 1. If the Contractor has engaged the services of workers and/or Subcontractors who are members of trade unions, the Contractor shall 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. In case the progress of the capital improvement work to be performed by the Contractor is effected by any undue delay in furnishing or installing any items or materials or equipment required pursuant to its agreement with the Owner 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 capital improvement work pursuant to its contract.

3. The Contractor shall ensure that its work continues uninterrupted during the pendency of a labor dispute.

4. 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.

G. The Contractor shall enforce strict discipline and good order among the Contractor's employees and its Subcontractors' work forces and other persons carrying out the performance of its work at the Project site(s). The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Owner reserves the right to object to any

person to be hired or who is employed by the Contractor. Upon the request of the Owner, said person shall be removed from the Project and not again be assigned to perform the Contractor's work without the written permission of the Owner.

H. Within one (1) week after a Notice to Proceed is received, the Contractor shall employ a competent, full-time Project Manager and On Site Superintendent to be approved by the Owner or its representative, and such necessary assistants who shall be in attendance at each Project site whenever and wherever work is in progress to provide for the expeditious completion of the work. Said Project Manager and On Site Superintendent shall be employed until punchlist and closeout of the Project. To the extent work is being performed contemporaneously at different facilities within the School District, the Contractor shall assign different superintendents for each facility at which work is being performed. The Project Manager and On Site Superintendent assigned by the Contractor shall not be changed except with the consent of Owner, unless the Project Manager or On Site superintendent or such assistant proves to be unsatisfactory to the Contractor and/or ceases to be in its employ. The Project Manager and On Site Superintendent shall represent the Contractor, and communications given to the Project Manager or On Site Superintendent, whether verbal or written, shall be as binding as if given to the Contractor. Oral communications to the superintendent(s) or their assistant(s) and/or project manager shall be confirmed in writing by the Construction Manager, Owner or Architect. The Contractor shall forward to the Owner a copy of the resumes for each of its on-site superintendents, project managers and their assistants. The Owner, the Construction Manager or the Architect shall have the right to have any supervisory or management staff of the Contractor removed from the Project with or without cause.

I. Each Contractor shall provide, or otherwise see that, the project manager, on site superintendent(s), site manager(s), and/or supervisory workers of each Contractor and major subcontractor are equipped with cellular phones and/or radios. Each Contractor shall provide the Owner, the Construction Manager and the Architect with the name of each supervisory worker and the number for each phone and/or radio of such individuals.

J. The Contractor's supervisory personnel, including on site superintendent(s) and their assistants, shall be versed in the English language. In the event the Contractor's supervisory personnel, on-site superintendents and/or their assistants are not versed in the English language, the Contractor shall employ the services of a full-time on-site interpreter at no cost to the Owner to facilitate communications with such supervisory personnel, on-site superintendents and/or their assistants, Architect and/or Construction Manager.

K. 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(ies) retained by the Contractor including the name, address and telephone number of each bonding company's primary contact representative for this Project.

4. Detailed Subcontractor schedules indicating the approximate quantity of shop drawings, sequence, timing and man loading.

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.

L. 1. Tests, inspections and approvals of portions of the Contractor's work required by the Drawings and/or Specifications in the Project Manual shall be made at an appropriate time. Unless otherwise provided, the Contractor shall consult with the Architect and the Construction Manager concerning the need for testing and/or inspection of its work pursuant to the Contract Documents and, after consulting with the Architect and Contractor, the Construction Manager shall advise the Owner to make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all costs associated with the tests, inspections or approvals required by the Contract Documents except as set forth in subparagraphs 2 and 3 hereof.

2. Tests, inspections, and approval of portions of the Contractor's work required by all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies having jurisdiction will be made at an appropriate time. The Contractor shall consult with the Architect and the Construction Manager concerning the need for testing and/or inspection of its work pursuant to law, ordinance, regulation or orders of public authorities or governmental agencies and shall advise the Owner in writing that it has made arrangements for such tests, inspections and approvals with the appropriate public authority or governmental agency. The Contractor shall be solely responsible for making timely notice of the need for a test, inspection and/or approval with the relevant public authority or governmental agencies and shall bear all costs associated with such testing, inspection or approval required by such public authority or governmental agency.

3. If the Architect, the Construction Manager, the Owner, or public authorities or governmental agencies having jurisdiction determine that portions of the Contractor's work require additional testing, inspection or approval due to the Contractor's failure to perform its work in accordance with the requirements of the Contract Documents and/or laws, ordinances,

rules, regulations or orders of public authorities or governmental agencies having jurisdiction, the Architect and the Construction Manager will advise the Owner of the need for such additional inspections or tests and the Owner shall make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner. The Contractor shall bear the costs of such additional testing as provided in Article 14.

M. The Contractor shall, if required by federal, state, or local laws, ordinances, regulations, rules, codes, orders, and/or policies of the governing agencies having jurisdiction over this Project, retain a licensed professional engineer to supervise the construction of this Project including, but not limited to, foundations, structural work, soils, welding, reinforced masonry and the like.

N. The Contractor recognizes and acknowledges that the within Project is governed by and subject to the provisions of New York State General Municipal Law, section 101, governing the award of contracts on public improvement projects. As such, the Contractor recognizes and acknowledges that other contractors will be performing work on the Project in conjunction with it. As such the Contractor agrees to cooperate with such other contractors performing work on the Project and shall perform its work as follows:

1. The Contractor shall not interfere with the erection, installation or storage upon the Project site(s)~~premises~~ of any work, materials, supplies or equipment which is to be performed and/or furnished by other contractors, and the Contractor shall properly connect and coordinate its work therewith.

2. The Contractor shall not commit or permit any act which will interfere with the performance of the work of any other contractor performing work on the Project. If the Contractor sustains any damage through any act or omission of other contractors having a contract with the Owner, or through any act or omission of a subcontractor of such contractor, the Contractor shall promptly notify the Owner and the Construction Manager of such damage.

3. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless Owner, Architect, Construction Manager, and their respective Consultants and Sub-consultants, officers, directors and employees from all claims made against any of them arising out of Contractor's acts or omissions or the acts or omissions of any officer, director, employee and/or Subcontractor of the Contractor which have caused damage to the Owner, Architect, Construction Manager or other contractor(s) on the Project or their respective officers, directors and/or employees. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, by the exercise of any other remedy provided for by contract or by law. Further, the Owner may withhold from an offending Contractor's contract sum an amount sufficient to cover such damage and all expenses and costs associated with the damage sustained.

4. 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.

5. In case of interference between the operations of different 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 the basis of any claim for delay or damages by the Contractor.

6. 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 own work.

7. Delays or oversights on the part of any Contractor or Subcontractor in getting any or all of their 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.

8. If part of the Contractor's work depends for proper execution or results upon construction or operations by the Owner or another 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 so to report shall constitute an acknowledgment that the Owner's or other contractor's completed or partially completed construction is fit and proper to receive the Contractor's work.

9. The Contractor shall promptly correct discrepancies or defects in its work which have been identified by other contractors as affecting proper execution and results of the work of such other contractor.

O. 1. The Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies bearing on 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, (b) the Architect and its consultants, employees, officers and agents, and~~/or~~ (c) the Construction Manager and its 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. The Contractor shall pay any costs or fees incurred in such compliance and any fines or penalties imposed for violation thereof and any costs or fees incurred by the Owner due to such violation.

2. The Contractor shall pay any costs or fees incurred in such compliance and any fines or penalties imposed for violation of any laws, ordinances, building codes, rules, regulations and lawful orders of public authorities or governmental agencies applicable to the Project, Contractor or Contractor's work as well as any costs or fees incurred by the Owner due to any such violation. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate modification to the Drawings and/or Specifications.

3. If the Contractor performs work knowing it to be contrary to laws, statutes, ordinances, building codes, rules and/or regulations without such notice to the Architect, the Construction Manager and Owner, the Contractor shall assume full responsibility for such work and shall bear the attributable costs and shall bear the total cost for correction of same.

P. The Contractor recognizes and acknowledges that job meetings will be held at the job site weekly unless otherwise designated by the Owner, the Architect or the Construction Manager. The Contractor shall have responsible representation at the MANDATORY weekly job meetings held at the Construction Manager's job office. These meetings will be held to arrange for satisfactory coordination of all trades on the Project so as not to impede job progress. Contractors or subcontractors failing to attend job meetings shall be responsible for delays and/or expenses incurred due to coordination difficulty.

Q. 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. In addition, the Contractors are to submit a Two Week Look Ahead schedule for upcoming work.

ARTICLE 4
CONTRACTOR'S USE OF SITE

A. The Contractor shall confine operations at the Project site(s) to the areas at which construction is to be performed and to such areas permitted by law, ordinances, permits and as set forth in detail in the Project Manual and Drawings forming a part of its contract with the Owner.

B. Five (5) days after receipt of the Notice to Proceed, the Contractor shall provide two (2) copies of a video tape 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.

C. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

D. General Safety and Security Standards for Construction Projects:

1. All construction materials shall be stored in a safe and secure manner.

2. Fences around construction supplies or debris shall be maintained.

3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.

4. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.

5. The Contractor shall exert utmost care and diligence when working in or near any existing buildings or sitework. The absence of protection around such items shall not excuse the Contractor from its obligation to provide protection. Any damage to existing buildings, sitework or facilities shall be repaired and charged to the Contractor responsible for the damage.

6. 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.

7. All disconnect and/or tie-in work involving any utilities that would interfere with the ongoing operations of the Owner shall be completed after hours when the facility is not in

use. The performance of this work shall be projected on all schedules required to be prepared by the Contractor. Additionally, the Contractor shall give the Construction Manager and the Owner at least forty-eight (48) hours advance notice of its intention to perform this type of work. All overtime and standby personnel necessary to complete these tie-ins shall be the responsibility of the Contractor performing the work and included within the contract sum of such Contractor. "After hours" refers to the time before and after the hours school is in session for academic instruction. During this time, students and staff may occupy portions of the facility but may be redirected to allow work by the Contractor.

E. 1. Separation of construction areas from occupied spaces: Construction areas which are under the control of a contractor and therefore not occupied by School District staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas. Methods of dust and fume control shall include, but not be limited to:

a. Adequate ventilation;

b. Wetting down;

c. Keeping bags of insulating materials, cement, and other materials, closed;

d. Controlled mixing of materials under field conditions;

e. Special attention should be utilized in sawing of insulation and certain acoustical materials and storage of materials;

f. Job housekeeping must be maintained; and

g. Advising all personnel of hazardous conditions, including supervisors and workers.

Each contractor is responsible for instituting the above policies to ensure minimal impact to surrounding occupied areas.

2. A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.

3. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.

4. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during the Project will be maintained by the Contractor so as to meet required health, safety and educational capabilities at all times that classes are in session.

F. 1. Storage space will be allotted to the Contractor by the Owner or Construction Manager to the extent such space, in the sole discretion of the Owner, is available. The Contractor shall be responsible for securing appropriate space for its material with the Construction Manager prior to delivery. If sufficient space is not 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 from the Project site(s) without reimbursement of cost, or moved from place to place ~~or from the premises~~, as the Construction Manager may direct.

2. The Contractor shall schedule delivery of materials and equipment to minimize long term storage at the Project site(s), to prevent overcrowding of construction spaces, and to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

3. The Contractor shall deliver materials and equipment to the Project site(s) in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installation. The Contractor shall inspect materials and equipment upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected. The Contractor shall store products to allow for inspection and measurement of quantity or counting of units. The Contractor shall store materials in a manner that will not endanger the Project structure. The Contractor shall store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation. The Contractor shall comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

4. The Contractor shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment which are to be used directly in the performance of the Contractor's work shall be brought to and stored on the premises of the School District. After equipment is no longer required for its work, the Contractor shall promptly remove such equipment from the premises of the School District. The Contractor shall be solely responsible for the protection of construction materials and equipment stored on the premises of the School District from weather, theft, damage and all other adversity. The Contractor shall at all times provide the proper housekeeping to minimize potential fire hazards

and shall provide approved spark arresters on all steam engines, internal combustion engines and flues.

5. A construction entrance will be designated for deliveries. A separate entrance will be established for entering and exiting the site only. 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 any 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.

6. The Contractor for General Construction shall provide necessary and required security measures to adequately safeguard the construction site from vandalism and intrusion of unauthorized persons. The Contractor for General Construction shall submit its means and methods of security to the Construction Manager for review and comment. The project site(s) 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. To the extent practicable, notice will be given the Contractor for General Construction 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 Contractor for General Construction. 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.

G. The Contractor's right to entry and use of the School District premises arises solely from the permission granted by the Owner pursuant to the agreement between the Contractor and the Owner. This permission shall be deemed to be withdrawn upon the termination of the Contractor's agreement with the Owner.

H. 1. The Contractor shall be required to perform its work with no interruption to the School District's operations, including its administrative and business operations. Any work which will interfere with the School District's operations and/or which is to be performed when the School District's facilities are in operation shall be performed on evenings and weekends. Additionally, the Contractor shall conduct its work in compliance with federal, state, county or local ordinances. All costs incurred by the Owner to make the facilities available during evening and weekends shall be borne by the Contractor. The Owner reserves the right to determine what work will "interfere" with its operations and said determination shall be final.

2. The Contractor may request access to the Project site(s) during times beyond the work hours permitted. Approval is solely at the discretion of the Owner. If approval is given, the Contractor is responsible for paying all additional costs incurred by the Owner, Architect and the Construction Manager for providing the site to the Contractor during the additional time periods.

3. In the event the Contractor fails to complete all work under the Contract Documents by said scheduled dates unless the Owner in its sole discretion grants the Contractor permission to work during normal school hours, 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 buildings and/or facilities accessible by Contractor and perform inspections during such off hours.

4. The Owner shall not be responsible for any overtime charges incurred by the Contractor during the course of this Project. Any and all costs associated with work which is performed at hours requiring the payment of such overtime by the Contractor to its workers shall be the Contractor's responsibility.

I. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.

J. The Contractor shall provide all required temporary access walkways, both interior and exterior, and the like necessary to complete its work. The Contractor shall maintain an unobstructed condition at all entrances and/or exits from present buildings. No equipment, other than equipment with rubber tires, will be allowed on any existing or new pavement, UNLESS THE CONTRACTOR HAS OBTAINED THE PRIOR APPROVAL OF THE CONSTRUCTION MANAGER AND THE PAVEMENT HAS BEEN FIRST PROTECTED WITH PLANKING OR BY OTHER MEANS APPROVED BY THE CONSTRUCTION MANAGER.

K. The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the premises of the School District without the prior written consent of the Owner, which consent may be withheld at the sole discretion of the Owner.

L. 1. Without the prior approval of the Owner, the Contractor shall not permit any workers to use any existing School District facilities, including, without limitation, lavatories, toilets, entrances and parking areas other than those designated by the Owner. Employees, vehicles, and equipment of the Contractor and of all others engaged by the Contractor for the performance of its work shall enter onto the premises of the School District for which construction work is to be performed only at those locations designated or approved by the Construction Manager. The parking for construction personnel shall be limited to the areas designated by the Owner. Failure to abide by this rule will result in towing of cars at the expense of the Contractor who employs the individual.

2. The Contractor shall ensure that its work, at all times, is performed in a manner that affords reasonable access to both vehicles and individuals to the premises of the School District and all adjacent areas. The Contractors' work shall be performed, to the fullest extent possible, in such a manner that areas in and around the construction area shall be free from all

debris, building materials and equipment likely to cause hazardous conditions, and do not close or obstruct walkways, roadways or other occupied facilities or facilities to be used by the Owner. Without limitation to any other provision of the Contract Documents, the Contractor shall use its best efforts to minimize any interference with the occupancy of areas, buildings, entrances, and parking areas in and around the premises at which work is being performed. Unobstructed access to fire hydrants and standpipe connections shall be maintained at all times during construction operations, and portable fire extinguishers shall be provided by the Contractor and made conveniently available throughout the construction site.

3. The Construction Manager, in conjunction with the Owner and the Architect, shall designate locations at the site that the Contractor, its Subcontractors and employees may utilize in connection with its work. The Contractor's employees and the employees of the Contractor's Subcontractors and others engaged by the Contractor to perform its work are prohibited from trespassing or leaving any vehicle on any property not assigned by the Owner as set aside for the use of the Contractor. The Contractor's employees and the employees of the Contractor's Subcontractors and other engaged by the Contractor to perform its work are restricted to the immediate area at which work is to be performed. Only persons having official business will be admitted to the construction site. NO COMMUNICATION BETWEEN THE CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS' EMPLOYEES, OR OTHERS ENGAGED BY THE CONTRACTOR FOR THE PERFORMANCE OF ITS WORK AND THE OWNER'S STUDENTS OR STAFF WILL BE PERMITTED.

4. The Contractor, its employees, its Subcontractors and their employees or agents, and all others engaged by the Contractor in connection with the performance of its work are required to wear photographic identification badges at all times. The Contractor shall provide such individuals with said photographic identification badges. These badges shall be worn so as to be readily and easily visible. All workers and representatives of the Contractor, its Subcontractors or suppliers shall wear these badges while on school property. The information on these badges shall be as prescribed by the Owner and the Construction Manager. Each person seen without a photo identification badge (or otherwise failing to comply with this requirement in the opinion of the Owner or the Construction Manager) shall be ordered to leave school property. No warnings shall be necessary. The Contractor(s) and their Subcontractor(s) employing the offending person(s) shall be solely responsible for making-up and paying for any loss of production or required progress in the work resulting from this action (including any claims by other Contractors dependent on the work of this Contractor). All parties agree that any action taken to enforce this requirement shall not be construed by any Contractor or its Subcontractors or suppliers as the basis for a claim (for either time or money) for delay to the work or to the Contractor, its Subcontractors, employees or suppliers.

5. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the premises of the School District. The Contractor shall immediately notify the Owner in writing if during the performance of its work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting an alternative

through which the same results intended by such portion of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations.

M. No drinking of alcoholic beverages, smoking/vaping or use of controlled substances, cigarettes or marijuana/THC is permitted on the premises of the School District. The Contractor shall insure that none of its or its Subcontractors, employees, suppliers, agents, and/or consultants who report to the Project site(s) are impaired by alcohol or controlled substances. The Contractor bears the responsibility of determining if its, or its subcontractors, employees, suppliers, agents or consultants are in any way impaired and whether the safety of the public, the employees of other Contractors and their Subcontractors, the Owner, Architect, or Construction Manager are jeopardized. Each Contractor shall provide drinking water for its own employees.

N. The Contractor's employees, representatives, Subcontractors, suppliers, agents and consultants, and all of its Subcontractors' employees, representatives, suppliers, agents and consultants at the site are to refrain from using indecent language. All doing so will be removed from the site. Artwork or decoration found on vehicles belonging to Contractor or Subcontractor employees parked on or near the school property which contain indecent language or pictures shall either be covered or removed from the location.

O. The Contractor's employees, representatives, suppliers, agents and consultants, and all of its Subcontractors' employees, representatives, suppliers, agents and consultants at the Project site(s) are to wear shirts, long pants and proper footwear.

P. Each Contractor shall keep the premises and surrounding area in which it is working free from accumulation of waste materials or rubbish caused by the performance of the work being performed on-site and in the buildings. On a daily basis at the conclusion of work on the Project, each 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. Each Contractor shall broom sweep all construction areas in which it has performed work every day. The Construction Manager shall perform an inspection each afternoon to determine that the work areas of the Contractors have been properly cleaned. In the event the work areas are not cleaned, the Construction Manager shall advise the offending Contractor to provide cleaning as required herein. If any Contractor fails to keep the site safe and clean within four (4) hours of being notified by the Construction Manager, either verbally or in writing, the Construction Manager will have the clean up work performed and back charged to the offending Contractor without further notification to the Contractor. The cost of such cleaning company, together with the cost of any custodial costs of the School District, at prevailing overtime rates plus 15% will be charged to the offending Contractor. Notice to field personnel shall be deemed notice to the Contractor.

Q. The Contractor shall provide ventilation of enclosed areas during construction as may be required to permit proper curing and drying out and to prevent excessive humidity, moisture

and condensation. Ventilation shall be by natural or artificial means as required by the conditions involved.

R. The Contractor shall be responsible for the control of chemical fumes, gases and other contaminates produced by welding, gasoline or diesel engines, roofing, paving, painting, and any other activities to ensure that they do not enter occupied portions of the building or air intakes.

S. The Contractor shall be responsible for ensuring that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, or any other materials are scheduled, cured or ventilated in accordance with manufacturers' recommendations before a space can be occupied.

T. From the commencement to the completion of the Project, the Contractor shall keep the parts of the work and the buildings free from accumulation of water no matter what the source or cause of water.

U. 1. The Contractor shall construct temporary partitions where shown on the Drawings or where otherwise required for safety of the public or to prevent dust from entering occupied areas. Partitions shall be dust-proof from floor to slab or structure above (if existing condition is a drop in tile ceiling, Contractor shall remove tile and install partition to structure above). In addition to framing and sheetrock, the Contractor shall install fire resistant plastic partitions on the work area side of its work. If an access door is required, an alternating 3 layer plastic system shall be used. The door shall be a standard hollow metal door with lockset and closer. Keys shall be distributed to the Owner's other contractors, the Owner, the Architect, and the Construction Manager.

2. All cutting and welding performed within an occupied building or adjacent to a window or intake vent shall be performed during off hours.

V. 1. The Contractor shall control the safe handling and storage of all welding materials, acetylene and oxygen tanks, and other equipment required for welding and cutting work at the Project site(s). Such storage shall be in compliance with OSHA regulations.

2. Welding materials and equipment shall be removed promptly from the School District's premises upon completion of the welding and cutting work.

W. The Contractor shall be responsible for all costs incurred by the Owner as a result of false security/fire alarms set off by the acts or omissions of the Contractor or its Subcontractors, employees, suppliers, representatives, agents and/or consultants. Such costs shall include but not be limited to custodial response charges.

X. The Contractor shall be responsible for broken glass caused by the performance of its work, and at the completion of the work shall replace such damaged or broken glass. After damaged or broken glass has been replaced, the Contractor shall remove all labels, wash and

polish both sides of all glass. In addition to general broom cleaning, the General Contractor shall perform the following final cleaning for all trades at completion of the work:

1. Remove temporary protections;
2. Remove marks, stains, fingerprints and other soil or dirt from painted, decorated and natural finished woodwork and other work;
3. Remove spots, plaster, soil and paint from ceramic tile, marble and other finished materials, and wash or wipe clean;
4. Clean fixtures, cabinet work and equipment, removing stains, paint, dirt and dust, and leave same in undamaged, new condition;
5. Clean aluminum in accordance with recommendations of the manufacturer; and
6. Clean all floors thoroughly in accordance with recommendations of the manufacturer.

Y. Where a Contractor other than the General Contractor is the only contractor engaged to perform work, the responsibilities allocated to the General Contractor in these General Conditions shall be performed by such other contractor.

ARTICLE 5
SUBCONTRACTORS

A. 1. As soon as practicable after receipt of Letter of Intent to Award, Notice to Proceed or other form of official notice of award of the Contract, but not more than ten (10) days after receipt of official notice of award of the Contract, the Contractor shall furnish the Owner, the Construction Manager and the Architect, in writing, with (1) the name, trade and subcontract amount for each Subcontractor and (2) the names of all persons or entities proposed as manufacturers of the products identified in the Specifications (including those who are to furnish materials or equipment fabricated to a special design) and, where applicable, the name of the installing Subcontractor. Copies of all Subcontractor contracts, fully executed, are to be provided to the Construction Manager, including but not limited to all addenda, appendices, and/or exhibits including scope of work sheets. All such subcontracts shall be submitted to the Construction Manager within ten (10) days of the Owner's award of a contract to the Contractor or for those subcontracts executed thereafter within ten (10) days of the subcontract being executed by the Contractor and Subcontractor.

2. Upon review of the Contractor's list of Subcontractors, the Architect will advise the Contractor in writing stating whether or not the Owner, the Construction Manager or the Architect, after due investigation, accepts or rejects, any proposed Subcontractor. Subcontractors will not be acceptable unless, when requested by the Architect, evidence is furnished that the proposed subcontractor has satisfactorily completed similar subcontracts as contemplated under the Contractor's contract with the Owner, and has the necessary experience, personnel, equipment, plant, and financial ability to complete the subcontract in accordance with the intent to the Contract Documents. As verification of financial ability, the Owner reserves the right to request and receive up to five (5) years worth of financial statements, bank references,

bond/insurance company references and all other information required to assess financial ability.

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 Sub-contractor 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 in work of similar nature. Upon receipt of a rejection of a Subcontractor by the Architect, Construction Manager or Owner, 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 Subcontractor is qualified to perform the work. Upon review of such reasons, the Architect, Construction Manager and/or Owner shall re-consider its determination and shall advise the Contractor of its determination upon such review. If the Architect, Construction Manager or Owner still finds that such Subcontractor does not meet the requirements above-stated, it shall advise the Contractor. Their ~~Architect's~~ determination upon such review shall be final and binding on the Contractor and its Subcontractor and the Contractor hereby waives any and all claims it or its 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.

4. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such change.

B. By appropriate agreement, the Contractor shall require each Subcontractor to be bound to the Contractor by the terms of the Contractor's agreement with the Owner and by the terms of the Contract Documents as defined therein, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by said agreement and Contract Documents, assumes toward the Owner, the Construction Manager and the Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contractor's agreement with the Owner so that subcontracting thereof will not prejudice such rights, and shall allow 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 its agreement with the Owner, has against the Owner. However, the Subcontract agreement between the Contractor and Subcontractor shall not provide, nor shall the Contractor's agreement with the Owner be deemed to provide any rights, remedies or redress by the Subcontractor(s) against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.

C. The Contractor shall promptly notify the Owner, Construction Manager and Architect of any material defaults by any Subcontractors and/or whether it has terminated its agreement with any of its Subcontractors for any reason.

D. The Contractor hereby assigns all of its rights in its agreements with its Subcontractor(s) and hereby does assign, transfer and set over to the Owner all of its rights and/or interests in its agreements with its Subcontractor(s), but only in the event of termination of the Contractor's agreement with the Owner pursuant to Article 17, paragraph A of these General Conditions of the Contract for Construction and only to the extent the Owner implements its rights to take such assignment of contract by notifying the Subcontractor in writing of its intention to do so. Such an assignment is subject to the prior rights of the surety, if any, obligated to the Owner pursuant to a performance bond submitted in connection with the Contractor's work.

E. If the work in connection with a subcontract has been suspended for more than ninety (90) days after termination of the Contract by the Owner and the Owner accepts assignment of such subcontract, the Subcontractor's compensation shall not be adjusted for any increase in direct costs incurred by such Subcontractor as a result of the suspension.

F. It shall be the Contractor's responsibility, when sub-contracting any portion of the Contractor's work, to arrange or group items of work under particular trades to conform with then prevailing customs of the trade, regardless of the particular Divisions and Sections of the Specifications in which the work is described.

G. All subcontracts must be in writing.

ARTICLE 6
CONTRACTOR'S USE OF DRAWINGS/SPECIFICATIONS

A. The intent of the agreement between the Owner and the Contractor is to include all items necessary for the proper execution and completion of the work to be performed by the Contractor. The Contract Documents comprising the agreement between the Contractor and the Owner are complementary, and what is required by one shall be as binding as if required by all.

B. 1. 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 (a) provide the better quality or greater quantity of work or (b) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation.

2. On the Drawings, given dimensions shall take precedence over scaled measurements and large scale drawings over small scale drawings.

3. Before ordering any materials or performing any of its work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed on account

of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference which may be found shall be submitted to the Architect for resolution before proceeding with the performance of the work.

4. 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.

5. Drawings, in general, are made to scale, but all working dimensions shall be taken from the figured dimensions or by actual measurements at the Project site(s) and in no case by scaling. The Contractor shall study and compare all Drawings and verify all figures before laying out or constructing the work and shall be responsible for any and all errors in his work which might have been avoided thereby. Whether or not an error is believed to exist, deviation from the Drawings and the dimensions given thereon shall be made only after approval in writing is obtained from the Architect.

6. In the event addenda are issued and contain changes to the Drawings and/or Specifications, the provisions in the addenda supersede previously issued Drawings and/or Specifications.

C. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control Contractor in dividing the work among Subcontractors or in establishing the extent of work to be performed by any trade.

D. Unless otherwise stated in the Contract Documents, words and abbreviations which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

E. 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 General Contractor (if any), the Plumbing Contractor, the Heating, Ventilation, Air Conditioning Contractor, Electrical Contractor and other specialized trades, 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.

F. All indications or notations on the Drawings which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the work, except where a contrary result is clearly indicated by the Drawings or Project Manual. All work mentioned or indicated in the Drawings or Project Manual shall be performed by the Contractor unless it is specifically indicated therein that the work is to be performed by others.

G. The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Contractor's work is to be performed. The Contractor may retain one contract record set during the course of the Project. Neither the

Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications or other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain with respect to the Contractor, Subcontractor or sub-Subcontractor all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the work.

H. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects without the specific written consent of the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the performance of its work pursuant to its agreement with the Owner. All copies made under this license shall bear the statutory copyright notice, if any, shown on 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 this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights. Upon payment to the Architect by the Owner for the preparation of the Contract Documents (which include but are not limited to the Drawings and Specifications), the Owner shall become a joint owner of the Contract Documents and may use and reproduce them for any purpose.

I. Upon written request of the Contractor and to they are in existence at the time of said request, the Owner shall furnish surveys describing physical characteristics of the Project site(s), legal limitations and utility locations for the Project sites. Nothing herein shall be construed as requiring the Owner to generate any document which it does not possess at the time of the request by the Contractor. In the event that the survey provided does not clearly delineate the metes and bounds of the Owner's property, the Contractor shall stop work and immediately notify the Architect, Construction Manager and the Owner. The Contractor shall NOT proceed with its work until it receives written permission from the Construction Manager and/or the Architect. The Contractor shall be fully responsible for all costs arising from non-compliance with this provision. Any delays associated with this provision shall not serve as a basis for a claim by the Contractor.

J. From the basic data established by the Owner, the General Contractor shall establish reference control points and complete the layout of the work. Each Contractor is responsible for utility markouts as it pertains to the scope of their work and maintain markout during work. Sketch of layout with reference points to be given to Construction Manager and Architect at the time of markout.

K. The Contractor shall be responsible for all measurements that may be required for execution of the work to the exact position and elevation as prescribed in the Specifications,

shown on the Drawings, or as the same may be modified at the direction of the Architect to meet changed conditions.

L. The General Contractor shall be responsible for the establishment of points, wall and partition lines required by the various Contractors and Subcontractors in laying out their work.

M. Each Contractor shall furnish such stakes and other required equipment, tools and materials, and all labor as may be required in laying out any part of the work from the base lines and benchmarks established by the Owner.

N. 1. The General Construction Contractor shall establish a baseline and benchmark system for each building addition, area of renovation or component using the services of a licensed professional surveyor. The surveyor(s) employed to establish this system or to extend and maintain an existing benchmark system for the work of other trades shall have not less than five years of experience in performing construction surveys similar to the work they will perform for the Project. The remaining Contractors and their respective Subcontractors shall be responsible for extending these lines, levels and grades, and for performing all layout for their own work. The Contractor is solely responsible for any damage or loss due to incorrect extension of lines, level or grades in their layout. The Contractor and its subcontractors shall be responsible for the accuracy with respect to the layout of their work. Any discrepancies or errors in the Drawings perceived by another contractor or subcontractor shall be immediately reported to the Architect and Construction Manager. If any corrections are necessary, they shall be executed in accordance with the terms and provisions of these General Conditions.

2. The Contractor and its Subcontractors shall be responsible to offset or to protect their markings from anything that may disturb them.

3. Every Contractor shall work off the lines and elevations established and maintained as the baseline and benchmark system.

4. Each Contractor is responsible for the accuracy of its own work.

O. The Architect may require that construction work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking completed work or the work in progress.

P. Except for the basic building permit, the Contractor shall be responsible for securing and maintaining for the life of the Project: all permits, P.E. licenses, connection fees, inspections, etc. applicable to, or customarily secured for the work. This provision includes any permits to be issued in the name of the Contractor required for the work. Originals of all permits are to be issued in the name of the Contractor as required for the work. 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.

Q. 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 Architect at once.

R. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contracts, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, utilities and locations. In all cases of interconnection of its work with existing or other work, it 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, locations or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner.

S. 1. The Contractor shall give the Architect timely notice of any additional design drawings, specifications, or instructions required to define its work in greater detail, or to permit the proper progress of its work. To the extent the Architect advises the Contractor that the existing design drawings, specifications and/or instructions given are sufficiently detailed for the Contractor to perform its work, the Architect shall be under no obligation to further clarify or define the work to be performed. In all other circumstances, the Architect shall issue a field order which responds to the request for information.

2. Requests for Information (RFIs) are for requests on clarifications or questions on 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.

T. The Contractor shall, prior to the start of any portion of the work:

1. review any specified construction or installation procedures, including those as may be recommended by the proposed manufacturer;

2. advise the Architect if the specified procedure(s) deviates from good construction practice;

3. advise the Architect if following said procedure(s) will affect any warranty, including the contractor's general warranty;

4. advise the Architect of any objections the Contractor may have to the specified procedure(s); and

5. propose any alternative procedure(s) which the Contractor will warrant.

U. 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 the 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 Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

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 contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

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.

4. All products submitted for use and incorporated into the Project shall be asbestos free.

V. Equivalents. In the Specifications, one or more kinds, types, brands, or manufacturers of 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 of material other than those named in the Specifications, they shall indicate in writing, and prior to award of contract, what kind, type, brand or manufacturer of material is included in the base bid for the specified item. The Contractor shall follow the submission requirements for substitutions as set forth in Article 6.W below.

W. 1. 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 indicate the desired substitution in its bid, including the following:

a. For which specified material or equipment the request for substitution is being made;

b. What kind, type, brand, or manufacturer is sought to be substituted for the specified items; and

c. 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 be 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. Additionally, the Contractor shall 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.

d. 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.

e. Samples, where applicable or requested.

f. 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.

g. 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.

2. By making said requests in conformance with procedures established herein and elsewhere in the Project Manual, the Contractor:

a. 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.

b. Represents that the warranty for the substitution will be the same, or greater than, that applicable to the specified product.

c. Certifies that the cost data is complete and includes all related costs under the Contract Documents to implement the substitution, including professional services necessary and/or required for the Architect and engineers or their Consultants to implement said substitution and the impact, if any, on the other Contractors to implement the substitution and waives any and all claims for additional costs related to the substitution which subsequently become apparent.

d. 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.

e. Will provide 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 (3) the proposed substitution will have no effect on the construction schedule.

3. Proposals for substitutions shall be submitted with the Contractor's bid.

4. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

X. 1. Submittal of shop drawings, product data, material safety data sheets, samples or similar submittals shall be in accordance with the provisions of the Project Manual.

2. The Contractor represents and warrants that all shop drawings have been prepared by persons and entities possessing expertise and experience in the trade for which the shop drawing is prepared and, if required by the Architect or applicable law, by a licensed engineer, job specific, reviewed by Contractor and stamped by the Contractor.

3. If the Contractor elects to perform its work without approvals, such work shall be at the Contractor's own risk and expense.

4. By approving and submitting shop drawings, product data, samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of its work.

5. The Contractor shall not be relieved of responsibility for deviations from requirements of its work by the Architect's approval of shop drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors and/or omissions in the shop drawings, product data, samples or other of its submittals to the Architect, by the Architect's approval thereof.

6. The Architect shall review, approve, reject or take other appropriate action respecting submittals made by the Contractor as set forth in the Project Manual. The Architect shall check for conformance with information given in the Drawings and Project Manual and the design concept expressed in the Contract Documents. Review of such submittals 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 designed by the Contractor, all of which remain the responsibility of the Contractor. Further, the Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of 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. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

7. Upon the Architect's rejection of the Contractor's shop drawings, product data, samples and/or other documentation submitted by the Contractor to the Architect, the Contractor shall review the rejection and re-submit such shop drawing, product data, sample ~~and~~ or other document in accordance with the Architect's instruction. The Contractor shall direct the Architect's specific attention in writing or on re-submitted shop drawings, product data, samples, or similar submittals, to the revision(s) which have been made, including revisions not specifically requested by the Architect. 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.

8. When professional certification of performance criteria of materials, systems or equipment is required of the Contractor, the Architect shall be entitled to rely in a reasonable and professional fashion upon the accuracy and completeness of such calculations and certifications provided, however, if the Architect, in its reasonable and professional judgment considers it advisable, the Architect shall verify the accuracy and completeness of any and all such calculations and/or certifications. In the event any and all such calculations and/or certifications

are found to be inaccurate and/or incomplete by the Architect, the Contractor shall assume full responsibility and bear all costs attributable or related thereto, including, without limitation, the expense of the Architect's additional services associated with the verification of such calculations and/or certifications and the expense of the Architect's additional service made necessary by the failure of such calculations and/or certifications to be accurate or complete.

9. 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.

Y. The Architect will interpret and decide matters concerning performance under and requirements of the Drawings and/or Specifications on written request of the Contractor. Such interpretations may, at the Architect's option, be issued in the form of additional Drawings or instructions indicating in greater detail the construction or design of the various parts of the Contractor's work. Such Drawings or instructions may be forwarded by the Architect to the Contractor by field order, construction change directive or other notice to the Contractor. The Contractor shall execute the work for which it requested an interpretation in accordance with such additional Drawings or instructions without additional cost or extension of its contract time. After a decision has been rendered by the Architect on a matter for which the Contractor sought the Architect's interpretation of the Drawings and/or Specifications, the Contractor shall proceed with the work as directed by the Architect. Failure to proceed with the work in accordance with the Architect's interpretation may be used as a basis for termination of the Contractor's contract pursuant to Article 17 of these General Conditions.

Z. The Contractor shall maintain at the site one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and the Construction Manager and shall be delivered to the Construction Manager for submittal to the Owner upon the completion of the Contractor's work.

AA. The Contractor shall maintain at the Project site(s), 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 and/or structural changes in the design; and (vi) such other information as the Owner, Construction Manager or Architect may reasonably request. At the completion of the work, 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 right hand corner. The colored record drawing and the as-built reproducible drawing 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/or As Built drawings receive the approval from the Architect and the Owner (and all other closeout requirements are met).

BB. The Contractor shall maintain all approved permit drawings in a manner so as to make them accessible to government inspectors and other authorized agencies. All approved drawings shall be wrapped, marked and delivered to the Owner within sixty (60) days of final completion of the Contractor's work.

CC. Each Contractor shall be furnished, free of charge, 3 copies of the Contract Documents, including but not limited to the Drawings, Project Manuals, and all Addenda. Any and all additional copies will be furnished to the Contractor at the cost of reproduction, postage and handling.

ARTICLE 7
CONTRACTOR'S SAFETY/SECURITY PROGRAM

A. 1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of its work. 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 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 protocols. 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. Each Contractor is required to submit their 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 and will also define practices for the maintenance of hygiene and minimizing the spread of infectious/contagious diseases. 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 Owner, 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.

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 ten (10) hours in duration.

3. The Contractor and its Subcontractors shall conduct their operation in accordance with the Safety Guides for Construction as issued by the NYSED, the Contractors' Safety Program and Section 155.5 of the Regulations of the New York State Commissioner of Education.

4. All safety equipment including hard hats and weather protective gear required for the Contractor to perform its work are to be supplied by the Contractor and/or its subcontractors. Within the designated construction areas, the Contractor's and its Subcontractor's respective employees, superintendents, and/or other agents, are required to wear hard hats and other required and/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 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.

5. 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.

6. The Construction Manager and/or Owner reserves the right to have all operating equipment periodically inspected by an independent inspector whose findings will be binding. The Contractor, at its own expense, must make corrections within two (2) working days of receiving a written report.

7. 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.

B. 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 Project site(s) whose duty shall be the prevention of accidents. The Contractor shall notify the Construction Manager in writing of the identity of the Contractor's "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.

C. The Contractor and each of its subcontractors shall conduct its/their operation in accordance with all applicable laws, regulations, rules and orders of local, state and federal governments. The Contractor agrees, in order that the work will be completed with the greatest degree of safety, to conform to the requirements of the Occupational Safety and Health Act of 1970 (OSHA) and the Construction Safety Act of 1969, including all standards and regulations that have been since or shall be promulgated by the governmental authorities which administer such acts. In case of conflicts, the most stringent restrictions will apply.

D. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

E. The Contractor shall 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 owners and users of adjacent sites and utilities.

F. The Contractor shall take reasonable precautions for the safety and protection of employees at the Project site(s) and other persons who may be affected by its work, including but not limited to students, staff, employees and agents of the Owner, the Construction Manager and the Architect.

G. The Contractor shall protect and secure its work and the materials and/or equipment to be utilized in connection with its work from diversion, theft, destruction, vandalism and damage, whether stored on or off the site and whether in its care, custody and control or that of its Subcontractors, sub-Subcontractors, or material suppliers.

H. The Contractor shall take all steps necessary to protect all property at or adjacent to the Project site(s), including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

I. All delivery vehicles/trucks/machinery/or other vehicles permitted on the Project site(s) must be equipped with back-up alarms and enter through the designated access points. The Contractor's failure to demonstrate this ability will result in cancellation of delivery or stoppage of work. All delays associated with such cancellation or work stoppage will be the responsibility of the Contractor responsible for the delivery or work involved.

J. All crane picks, hoisting operations and materials delivery must be coordinated so as not to lift over any occupied area of the building(s). If absolutely necessary, this work shall be done

during off hours to ensure the safety of the building occupants. Crane location must be approved by the Construction Manager to ensure the safety of building occupants.

K. The Owner and Construction Manager reserve the right to have all cranes and other hoisting equipment periodically inspected by an independent inspector whose findings will be binding. The Contractor, at its own expense, must make corrections cited by the inspector before continuing work. The Owner and Construction Manager will not assume any responsibility for the safe operation of any cranes or other hoisting equipment by exercising this right. The Contractor and/or its Subcontractor(s) shall cooperate with the inspector by allowing time for the inspection. The Contractor shall be notified twenty four (24) hours prior to the time of the inspection. These inspections do not release the Contractor from its responsibility, prior to use of any hoisting equipment, to provide all engineering, permits and inspections as required by OSHA or the New York State Education Department or by any local, state or federal laws or regulations or by any other agency or department having jurisdiction prior to use of any cranes or other hoisting equipment. The Contractor shall provide the Construction Manager with copies of any permits, certificates or inspections reports obtained with respect to any cranes or other hoisting equipment to be used at the Project site(s).

L. The Contractor shall use the entrances designated on the site logistic plans and drawings for personal vehicles, trucks, equipment, deliveries and the like.

M. All interior temporary partitions and emergency egress barriers (if required) are to be installed on an after hours basis (weekends/school holidays).

N. 1. When use or storage of hazardous materials or equipment or unusual construction methods are necessary to perform its work, the Contractor shall obtain the Owner and the Construction Manager's consent for the use of such materials, equipment or unusual construction methods. In the event the Owner determines that the use of such hazardous material or equipment or unusual construction methods can be performed by the Contractor with alternative means, methods and/or techniques, the Contractor shall employ such alternate means of prosecuting its work at no additional cost to the Owner.

2. In the event the Owner allows the use or storage of such hazardous materials, equipment or unusual construction methods, the Contractor shall provide for the Owner's and the Construction Manager's use a full set of safety instructions relating to all such materials, equipment or methods. Additionally, when the Owner and/or the Construction Manager allows the use or storage of such hazardous materials, equipment and/or unusual construction methods, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.

3. Transportation, storage, and use of explosives shall be in strict accordance with all local, state and federal laws, ordinances, regulations, rules, codes, orders and policies of public authorities or governmental agencies. All safety precautions as set forth in the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. shall be observed.

4. The Contractor is responsible for its own storage and personnel trailers at the site. The Contractor will be required to supply man trailers and storage box trailers as required. All costs related to delivery, construction, protection, power, etc. for said trailers are the responsibility of the contractor utilizing the space. The Owner WILL NOT PROVIDE STORAGE SPACE. The placement of personnel and/or storage trailers will be strictly limited to pre-determined locations designated by the Owner and/or the Construction Manager. The Contractor shall obtain the written approval of the placement of any trailer or storage box from the Construction Manager or the Owner.

O. During construction, the General Contractor shall be responsible for maintaining a watertight structure. This shall include additions and existing buildings. The Contractor shall be responsible for temporary roofing, tarps and other protection at roofs, cavity walls, and any other openings. Should the Contractor fail to provide adequate protection, causing flooding, damage or other disturbance to the existing building, Contractor shall be responsible for all costs associated with clean up and repairs. Inasmuch as flooding and damage have safety implications to the general public, clean up and repairs may be made by the Owner without warning to the Contractor. Administration costs incurred by the Owner, Construction Manager and Architect as a result of inadequate protection will also be back charged to the Contractor. The Contractor, by entering into a contract with the Owner agrees to be liable for these costs.

P. When all or a portion of the Contractor's work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the work, as necessary, from injury by any cause.

Q. 1. The Contractor shall promptly remedy damage and loss to all property of the Owner, or adjacent to the Owner's property (other than damage or loss covered by insurance) 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, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by them, or by anyone for whose acts they may be liable, and not attributable to the fault or negligence of the Contractor.

2. Title to all completed or partially completed work at the Project site(s), and to all materials delivered to and stored at said Project site(s) which are intended to become a part of the completed work covered by the Contract Documents~~agreement between the Contractor and the Owner~~, shall be in the name of the Owner. Notwithstanding the foregoing, and prior to acceptance of the completed work by the Owner, the Contractor shall be liable for all loss of or damage to said completed work, partially completed work, materials furnished by the Contractor, and/or materials or equipment furnished by others, the custody of which has been given to the Contractor, arising from any cause other than those against which the Owner herein undertakes to carry insurance. In the event of loss or damage from cause other than those against which the Owner undertakes to carry insurance, the Contractor shall replace or repair the said work or materials at his own cost and expense, to the complete satisfaction of the Owner, the Construction Manager and the Architect.

R. The Contractor shall promptly report in writing to the Owner, the Architect and the Construction Manager all accidents arising out of or in connection with the work that causes death, person 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 the Architect.

S. 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.

T. Any and all fines or citations levied against the Owner, Architect, or Construction Manager due to the failure of the Contractor to comply with the rules, regulations or orders of any governing authority, shall be paid for by the Contractor. This shall include any interest or late charges which accrue due to the Contractor's failure to remit payment upon receipt of such levies, fines or citations.

U. To the maximum extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Construction Manager, Architect and their respective officers, employees, agents, and members of the Owner's Board of Education from any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Contractor or any Subcontractor or any person or firm directly or indirectly employed by such Contractor, with respect to violations of OSHA requirements, rules and/or regulations.

V. The Contractor acknowledges that the Labor Law of the State of New York, and regulations adopted thereunder, place upon both the Owner and Contractor certain duties and that liability for failure to comply therewith is imposed on both the Owner and Contractor regardless of their respective fault. The Contractor hereby agrees that, as between the Owner and the Contractor, and to the extent permitted by law, the Contractor is solely responsible for compliance with all such laws and regulations imposed for the protection of persons performing the work of the Contract between the Owner and the Contractor.

W. To the maximum extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Architect, Construction Manager and their respective officers, employees, agents, and members of the Owner's Board of Education, of and from any and all liability for violation of the Labor Law of the State of New York and the regulations adopted thereunder and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Contractor fails or refuses to defend any such claim or action, the Contractor shall be liable to the Owner for all costs incurred by the Owner, Architect or Construction Manager in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Contractor.

X. To the maximum extent permitted by law, the Contractor and its Subcontractors shall indemnify, defend and hold harmless the Owner, Construction Manager, Architect and their respective officers, employees, agents, and members of the Owner's Board of Education from

any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Contractor or any Subcontractor or any person or firm directly or indirectly employed by such Contractor in connection with the Project, for the act and/or omissions of any Contractor or Subcontractor that resulted in an incident and/or accident causing death, personal injury and/or property damage.

ARTICLE 8
CHANGES IN THE WORK

A. Without invalidating the agreement between the Owner and the Contractor, and without notice to the Contractor's surety, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Contractor's work. Such additions, deletions or revisions will be authorized by field order, change order, or construction change directive.

B. Field Orders are an interpretation of the Drawings and/or Specifications which order minor changes in the Contractor's work which will not result in an increase or decrease in the Contractor's total 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 Contractor's time to complete its work. Hence, the Contractor shall perform the work included in field orders so as to cause no delay to its work and/or the work of other 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.

C. 1. When the Owner or Architect (in association with the Construction Manager) request that the Contractor perform work which is not included in the Contract Documents and which will result in additional cost to the Owner, the Architect~~/~~ and/or Construction Manager 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 the additional ~~its~~ work including labor and materials. All proposals for any work that a Contractor, its Subcontractor(s) or subcontractor(s) of Subcontractor(s) perform in connection with additional work shall be submitted using the following format and in no event shall the total for overhead and profit on any change order exceed fifteen percent (15%) of the cost of the additional work.

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)	

6.	Subtotal (Add lines 3 through 5)	
7.	Sub-Contract work (Include itemized breakdown. Sub-Contractor(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)	

2. a. All proposals submitted by the Contractor without the itemization indicated herein will be returned to the Contractor for re-submission by the Contractor. For any work performed by the Contractor's own forces, fifteen percent (15%) for overhead and profit will be allowed for labor and material related costs. Costs to which overhead is to be applied shall be limited to cost of labor and materials including the cost of delivery. Under no circumstances shall any change order proposal include more than ~~exceed~~ fifteen percent (15%) of the total labor and material cost for overhead and profit.

b. The Contractor shall not be entitled to recover overhead and profit on the rental value of equipment and machinery. "Equipment and machinery" shall not include (1) tools customarily used by the Contractor's trade, including but not limited to hand tools, and/or (2) equipment and machinery already on site and being utilized by the Contractor for the original scope of work.

c. The Contractor shall submit with its change order proposals actual invoices from its surety or broker reflecting actual additional costs associated with the procurement of bonds to cover the additional work, if any.

3. The Contractor's Subcontractor's proposal for any work it is to perform in connection with the additional work shall only include ten percent (10%) for the subcontractor's overhead and profit including sub-subcontracted work. The Contractor is entitled to five percent (5%) on work performed by its subcontractor in accordance with paragraph C(1) of this Article 8. Costs to which overhead is to be applied shall be limited to cost of labor and materials including the cost of delivery. Under no circumstances shall the Contractor or the Contractor's Subcontractor(s) be entitled to be reimbursed for overtime, except when specifically approved by the Owner in writing and not as an Extraordinary Measure as set forth in Article 13, and in such event the Contractor shall be paid for by the Owner on the basis of premium payment.

4. Notwithstanding the foregoing, work which is performed pursuant to an allowance included in the Contractor's base contract, the provisions of Article 9, paragraph B, concerning itemization of such work shall be controlling.

5. a. A change in the Contract Sum shall be accomplished only by a written Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Contractor's work, whether or not there is, in fact, any unjust enrichment to the work, shall be the basis of any claim as defined in Article 18 of these General Conditions 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 additional work without a written and fully executed Change Order.**

b. 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.

(2) Copies of invoices from Subcontractors supplying work in connection with the change order work.

D. 1. When the Owner or Architect request that portions of the Contractor's work originally included in the Contract Documents be deleted and which will result in a reduction of the Contractor's original contract sum, the Architect shall request that the Contractor submit its proposal for deleting the scope of such work from its 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 Article 8, paragraph C(1) of these General Conditions of the Contract for Construction or the schedule of values, whichever is greater. The Contractor shall not be entitled to retain its overhead and/or 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/decrease with respect to that change.

2. The Owner may in its sole discretion deduct and/or reduce the scope of the Contractor's contract with or without any specific reasons therefor.

E. 1. In the event the Contractor and the Owner cannot agree on the sum by which its contract with the Owner is to be increased or reduced based upon changes to the scope of the work as described in this Article 8, the Architect shall issue a construction change directive reflecting the deduction and/or reduction of the scope of the Contractor's contract and the Contractor will (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 this or other contractors working at the site, 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 and/or reduction of the scope 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 and/or reduction 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; (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 18 of these General Conditions. Failure to timely file any claim in accordance with requirements set forth therein shall constitute a waiver of such claim.

2. In the event the Contractor and the Owner reach agreement on the amount by which the Contractor's contract sum is to be increased or decreased based upon changes to the scope of the Contractor's work as described in this Article 8, the Architect, Owner, Construction Manager and Contractor shall sign a change order reflecting such agreement. The change order shall include (a) the description of the change in the scope of the Contractor's work; (b) the amount of the adjustment to the Contractor's contract sum, if any; and (c) the length of time by which the time to complete the contract will be adjusted, if any. Agreement between the Owner and the Contractor in connection with any change order shall constitute a final settlement of all matters relating to the change in the Contractor's work as reflected in said change order, including but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contractor's contract sum and the construction schedule. All such change orders for which the Owner and the Contractor have reached agreement shall be included as a separate line item in the Contractor's applications for payment as if originally part of the Contractor's agreement with the Owner.

F. Neither the Owner, the Construction Manager nor Architect may issue instructions to the Contractor to change the amount of the Contract, except by properly executed Change Orders. Instructions are issued by the Owner or the Construction Manager through the Architect, to the Contractor. The instructions that change the amount of the contract between the Owner and the Contractor shall not be carried out by the Contractor prior to a written order in the form of a Change Order, signed by the Owner, Architect, Construction Manager and Contractor, authorizing a change in the contract sum or an adjustment to the time for performance of the contract. No amount shall be payable by the Owner to the Contractor for performance of additional work without a fully ~~an~~ executed Change Order.

ARTICLE 9
PAYMENTS

A. 1. Prior to commencing its work on the Project and within one (1) week of receipt of a Notice to Proceed, the Contractor shall submit to the Construction Manager and the Architect, a schedule of values which includes the amount of money it has allocated in its bid price for the following items of work which are applicable to the Contractor's work. Said schedule of values shall include each of the CSI division sections reflected in the specifications and applicable to the work for which the Contractor has been awarded a contract, together with the requirements for bonds/insurance (based upon actual invoice amount), general conditions, meeting attendance and meeting documentation (at least two (2) percent of the contract sum), 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 allowance, where applicable.

2. Any schedule of values which 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 Contractors' future applications for payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Contractor's work.

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.

4. The Schedule of Values prepared by the Contractor must be approved by the Construction Manager and the Architect prior to the payment by the Owner of any sums due the Contractor.

B. The Contractor shall include in its contract sum all allowances stated in the Contract Documents . However, the Contractor's costs for unloading and handling at the site, overhead, profit and other expenses contemplated for the stated allowance amounts shall be included in its contract sum and not in the allowances.

C. The Contractor shall submit its applications for payment to the Construction Manager and the Architect on a periodic basis. The forms to be used by the Contractor shall be AIA 702/CMa and 703/CMa approved by the Construction Manager, the Architect and the Owner for use in connection with the Contractor's work. The form shall be divided in ~~substantially~~ the same manner ~~form~~ as the Contractor's schedule of values and shall reflect in separate line items for the work:

1. Total value of the work listing labor and material separately;
2. Percentage of work completed at the time of submission of the application for payment;
3. Value of the work completed at the time of submission of the application for payment;
4. Percent of previous amount billed;
5. Previous amount billed;
6. Current percent completed;
7. Value of work completed to date;
8. Percent remaining to be completed by the Contractor; and
9. Value of work remaining to be completed by the Contractor.

D. 1. Payments to the Contractor shall be based upon materials and equipment delivered and suitably stored at the site and/or incorporated into the Contractor's work, together with the labor utilized by the Contractor in connection with its work. The Contractor may be paid for materials and/or equipment which has been delivered to the Owner's facilities but which, at the time of submission of its application for payment, has not yet been incorporated into the Contractor's work upon such conditions and requirements as the Owner, the Construction Manager and/or the Architect may advise the Contractor it must satisfy.

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 following circumstances:

a. the Contractor's failure to remedy defective work;

b. the filing of third party claims or reasonable evidence that there is a probability that such claims will be filed;

c. 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;

d. the Contractor's failure to make proper payments to its Subcontractors or material suppliers for labor, materials and/or equipment;

e. reasonable evidence that the Contractor will not complete its work for the unpaid balance of the remaining monies on its contract;

f. damages caused to the Owner, Construction Manager, the Architect or another contractor as a result of the Contractor's performance of its work;

g. reasonable evidence that the Contractor will not complete its work in accordance with ~~its agreement with the Owner~~ Contract Documents, and/or that the remaining monies available on the Contractor's contract will not be sufficient to cover actual or liquidated damages for the anticipated delay;

h. the Contractor's failure to carry out its work in accordance with the Contract Documents;

i. the Contractor's failure to notify the Architect of errors or inconsistencies between and among the Contract Documents;

j. the Contractor's and/or its Subcontractors' failure to comply with the requirements for maintaining record drawings;

k. the Architect's and/or the Construction Manager's discovery or observation of work which has been previously paid for by the Owner which is defective and/or incomplete;

l. such other acts and/or omissions by the Contractor in connection with the performance of its work; and

m. the amount requested exceeds the percent completion of the Contractor's work on the site.

3. After any such adjustments are made to the Contractor's application for payment, the Contractor shall submit four (4) copies of the final draft of its application for payment to the Construction Manager and Architect, which shall be accompanied by the following documentation:

a. 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 suppliers in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all such Subcontractors and material suppliers;

b. 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.

c. Certified payroll for employees of the Contractor and employees of Subcontractors performing work on the Project.

d. Copies of invoices submitted to the Contractor by its Subcontractors and/or material suppliers.

e. Such other information which the Owner, Construction Manager and/or the Architect request the Contractor furnish in connection with its application for payment, including but not limited to, contractor change order log, contractor submittal log and as built drawings to date.

4. Upon submission of its application for payment, the Contractor represents that it is entitled to payment in the amount for which it seeks payment.

5. In addition to the right to make adjustments to the amount the Contractor claims is due it (as set forth in subparagraph 2 of this paragraph D, the Owner may withhold payment from the Contractor and the Architect and/or Construction Manager may withhold certification for payment, if the Contractor fails to supply any of the documents set forth in subparagraph 3 of this paragraph D.

6. Until Substantial Completion, the Owner shall pay ninety-five (95%) percent of the amount due to the Contractor for each progress payments subject to any additional withholding required for liens or authorized by law or the Contract Documents.

7. The Owner shall make payment to the Contractor within thirty days of receipt of the Contractor's requisition of payment unless such requisition of payment is not in accordance with the terms of the Contract Documents.

8. Upon receipt of payment by the Owner, the Contractor shall promptly make payment to each of its Subcontractors and/or material suppliers for which it has received payment from the Owner. This provision does not obligate the Architect, the Construction Manager and/or the Owner to ensure payment to the Contractor's Subcontractors and/or material suppliers.

9. a. In the event a Subcontractor and/or material supplier files with the Owner a public improvement lien, the Owner shall withhold payment on previously certified applications for payment which have not yet been paid or subsequent applications for payment submitted by the Contractor an amount equal to 150% of the amount set forth in such public improvement lien. This provision is in addition to and does not supersede the indemnity provisions set forth in Article 12 of these General Conditions.

b. The Owner may release any payment withheld due to the filing of a public improvement lien after the lien is discharged by the Contractor or released by the lienor. If the lien is discharged by posting 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 ~~the~~ 110% of such lien claim. The cost of the premiums for any such bond posted shall be borne solely by the Contractor. By posting a lien bond~~–~~, however, the Contractor shall not be relieved of its obligations pursuant to these General Conditions, including but not limited to the indemnity provisions set forth in Article 12 of these General Conditions.

E. 1. The Contractor shall not be entitled to payment for materials and/or equipment stored off the site unless previously approved in writing by the Owner, Architect, and/or the Construction Manager and upon the Contractor meeting any and all conditions which the Owner, the Architect and/or Construction Manager may impose in connection with such materials and/or equipment, including but not limited to insurance for such materials and cost of storage and transportation associated with such materials and/or equipment. No payment will be made for "commodity type" stored materials such as block, studs, sheetrock, roofing, insulation, piping, fittings, conduit work, etc.

2. In connection with materials and/or equipment stored off the Project site(s), the Contractor must submit with its application for payment the following information:

a. Type of material must be specifically identified by the Contractor;

b. The Contractor must furnish an invoice from its supplier showing the total value of material and/or equipment being stored off site and must provide the bill of lading for such material and/or equipment;

c. The Contractor must provide a Certificate of Insurance in a form approved by the Owner for the full value of the item plus 10%.

d. The Contractor must execute a security agreement, together with an executed UCC-1 form;

e. The materials must be stored in a bonded warehouse; and

f. The Contractor must furnish a bill of sale for stored material and/or equipment.

Contractor still has liability for all materials whether paid or not until installed.

3. Any and all materials and/or equipment for which the Contractor has been paid shall be titled in the Owner upon installation by the Contractor and shall be stored in a bonded facility. For payment to be made to the Contractor, the Contractor must provide the Owner with a waiver of lien and general release from its supplier in connection with its provisions of such materials and/or equipment. Notwithstanding payment by the Owner, any and all warranties

and/or guarantees required by the Contract Documents shall not begin to run until the Contractor has completed all of its work.

4. Prior to payment by the Owner, the Contractor may be required to provide the Architect and the Construction Manager with an opportunity to visually inspect the materials and/or equipment for the purpose of determining that such materials are in fact in storage, are the materials specified for the Contractor's work and for any other purpose which the Owner, Construction Manager and/or Architect deem necessary for payment to be made to the Contractor.

F. If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, including but not limited to these General Conditions of the Contract for Construction, 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 Contractor's contract sum by an amount equal to that which the Owner is entitled.

G. The Contractor may not assign any monies due or to become due to it pursuant to its agreement with the Owner without the Owner's written consent. Any such assignment shall be in a form acceptable to the Owner. If the Contractor attempts to make such an assignment without such consent from the Owner, the Contractor shall nevertheless remain legally responsible for all obligations under its agreement with the Owner.

H. Progress payments and all other payments shall be made in accordance with Section 106-b of the General Municipal Law.

I. At the same time the Contractor submits its insurance certificate to the Owner and the Construction Manager, it shall also submit to the Construction Manager the labor rates of each category of labor which it and/or its Subcontractors shall employ (either directly or indirectly).

This information shall be itemized using the format shown below:

Contractor's Name	
Contractor's Address	
Contractor's Office Phone	
Contractor's Fax Number	
Contractor's Email Address	

Labor Rate Breakdown					
Worker's Title		**Journeyman**	**1.5 Rate**	**Foreman**	**1.5 Rate**
Base Hourly Rate					
Payroll Tax & Insurance:	**$ Per Hr.**				
FICA					
Federal Unemployment					
State					
Workers Compensation					
Disability					
Other (Explanation Required)					
Subtotal					
Benefits:	**$ Per Hr**				
Vacation					
Health & Welfare					
Pension					
Annuity					
401K Fund					
Other (Explanation Required)					
Other Explanation Required)					
Subtotal					
Hourly Labor Rate					

ARTICLE 10
INSURANCE REQUIREMENTS

A. The Contractor shall effectuate the naming of the Owner, the Architect and the Construction Manager and their respective officers, directors, employees, consultants and agents and the naming of the Owner's Board of Education and volunteers as Additional Insureds on the Contractor's insurance policies, except for Workers' Compensation and N.Y. State Disability insurance.

B. The policy(ies) naming the Owner, the Architect and the Construction Manager and their respective officers, directors, employees, consultants and agents and the naming of the Owner's Board of Education and volunteers as Additional Insureds shall:

1. Be an insurance policy from an A.M. Best A- rated or better insurer, **licensed and admitted** to conduct business in New York State. A New York licensed and admitted insurer is **required**.

2. State that the Contractor's coverage shall be primary and non-contributory coverage for the Owner, the Architect and the Construction Manager and their respective officers, directors, employees, consultants and agents and the Owner's Board of Education and volunteers including a waiver of subrogation in favor of the Owner, the Architect and the Construction Manager for all coverages including Workers Compensation.

3. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the Owner, the Architect and the Construction Manager 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 rests solely with the Owner. A completed copy of the endorsements must be attached to the Certificate(s) of Insurance that include General Liability, Auto Liability and Umbrella/Excess coverages. A copy of the ACORD 855 Form is required to be provided to the Owner, through the Construction Manager, for review.

C. 1. The certificate of insurance must describe **all services** provided by the Contractor (e.g., roofing, carpentry or plumbing) that are covered by the liability policies.

2. 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.

3. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.

4. No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.

5. 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.

D. In the event that any of the insurance coverage to be provided by the Contractor contains a deductible or self-insured retention, or the insurance provided by the Owner, the Architect or the Construction Manager contains a deductible or self-insured retention, to the maximum extent permitted by law, the Contractor shall indemnify and hold the Owner, the Architect and the Construction Manager harmless from the payment of such deductible or self-insured retention, which deductible and self-insured retention shall in all circumstances remain the sole obligation and expense of the Contractor for claims arising from the work, acts or omissions of the Contractor and the Contractor's owners, officers, directors, employees, Subcontractors, suppliers and others directly or indirectly retained to perform a portion of the Contractor's work or provide materials or equipment for all or part of the Contractor's work for the Owner.

E. The Contractor, at its sole cost and expense, shall have and maintain at a minimum the following types and amounts of insurance coverage at least until Contractor's final payment application has been certified by the Architect or for any longer period of time required in these General Conditions or other provisions of the Contract Documents:

1. **Commercial General Liability Insurance**
$1,000,000 per Occurrence/$2,000,000 Aggregate
$2,000,000 Products and Completed Operations
$1,000,000 Personal and Advertising Injury
$100,000 Fire Damage
$10,000 Medical Expense
The general aggregate shall apply on a per-project basis. Products and completed operations coverage must remain in effect for **three years** after Project completion and acceptance of the work performed by the Contractor.

2. **Owners Contractors Protective (OCP) Insurance**
If the agreement between the Contractor and the Owner is for a sum less than or equal to $1,000,000 and the Contractor's work is on 1 story (10 feet) only, then the OCP insurance shall have limits of $1,000,000 per occurrence, $2,000,000 aggregate with the Owner as the Named Insured. There will be no Additional Insureds on any OCP Policies.

If the agreement between the Contractor and the Owner is for a sum greater than $1,000,000 or the Contractor's work is over 1 story (10 feet), then the OCP insurance shall have limits of $2,000,000 per occurrence, $4,000,000 aggregate with the Owner

as the Named Insured. There will be no Additional Insureds on any OCP Policies. **The OCP Policy must be with a NYS licensed and admitted carrier.**

3. **Automobile Liability**
$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

4. Workers' Compensation and NYS Disability Insurance
Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees per NYS Workers' Compensation and Disability Laws. 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 NYS. The form can be completed and submitted directly to the Workers' Compensation Board online.

5. **Cyber**
The Contractor must carry coverage applicable to first- and third-party claims, arising from a cyber incident that could impact the Owner's data that the Contractor may have in its possession. Limits shall be the greater of those carried by the Contractor or $250,000 per incident and in the aggregate. If the coverage is on a claims-made basis, coverage must have a retroactive date no later than the date of the Agreement between the Contractor and the Owner and must provide coverage for two years following the date of Final Completion of the Contractor's work. The Cyber policy must be with a NYS licensed carrier.

6. **Builder's Risk**
Will be purchased and maintained by the Owner. The limit will reflect the total completed value (all material and labor costs) and provide coverage for fire, lightning, explosion, extended coverage, vandalism, malicious mischief, windstorm, hail and/or flood. Coverage will remain in effect until the Project is completed and/or the property occupied and put to its intended use.

7. **Umbrella/Excess Insurance**
$5,000,000 each Occurrence and Aggregate when there is no work at elevation (which is up to 1 story or 10 feet) and the agreement between the Contractor and the Owner is for a sum less than or equal to $1,000,000.

$10,000,000 each Occurrence and Aggregate when there is work at elevation (which is greater than 1 story or 10 feet) **or** the agreement between the Contractor and the Owner is for a sum greater than $1,000,000.

Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.

8. **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.

9. **Additional Insurance when the Project requires the removal of Asbestos, Lead and/or Hazardous Materials**
Asbestos/Lead Abatement/Pollution Liability Insurance
$2,000,000 per occurrence/$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the agreement between the Contractor and the Owner. 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 this Article 10 and shall extend for a period of three (3) years following final payment by the Owner to the Contractor.

F. The Contractor acknowledges that failure to obtain the insurance required in this Article 10 in accordance with the terms and conditions of this Article 10 constitutes a material breach of the Contractor's contract with the Owner and subjects the Contractor to liability for damages, indemnification and all other legal remedies available to the Owner. The Contractor is to provide the Owner, through the Construction Manager, with a certificate(s) of insurance, evidencing the above requirements have been met, prior to the commencement of Contractor's work. The failure of the Owner to object to the contents of the certificate(s) of insurance or the absence of same shall not be deemed a waiver of any rights held by the Owner.

G. **The Contractor shall require all Subcontractors to obtain and maintain the same types of insurance with the same limits of coverage and same additional insureds as set forth in this Article 10 and the Subcontractors policies must comply with all the requirements set forth in this Article 10.** Contractor shall collect proof of each Subcontractor's compliance with the insurance requirements of this Article 10 and must submit such proof to the Owner, through the Construction Manager, prior to the start of any work by the Subcontractor.

H. In the event the Contractor fails to obtain the required certificates of insurance from any of its Subcontractors and a claim is made or suffered, to the maximum extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner, the Architect and the Construction Manager and their respective officers, directors, employees, consultants and agents and the Owner's Board of Education and volunteers from any and all claims for which the required insurance would have provided coverage. **This indemnity obligation is in addition to any other indemnity obligation(s) provided in these General Conditions and the Contract Documents.**

I. The Contractor assumes responsibility for all injury or destruction of the Contractor's materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work, and personal property of Contractor's employees from whatever cause. Any policy of insurance secured covering such items that the Contractor or Subcontractors leased or hired and any policy of insurance covering the Contractor or Subcontractors against physical loss or damage to such property shall include an endorsement waiving the right of subrogation against the Owner for any loss or damage to such property.

J. The Owner in good faith may adjust and settle a loss with the Contractor's insurance carrier(s).

K. Review, acknowledgment and/or acceptance of the Contractor's Certificate(s) of Insurance by the Owner, Construction Manager or the Architect shall not relieve or decrease the obligations or liability of the Contractor hereunder.

L. If the terms of the insurance 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.

ARTICLE 11
REQUIRED BONDS FOR THE PROJECT

A. Within ten (10) days of the award of the bid, the Contractor shall furnish a Performance Bond and Labor and no later than the date upon which Contractor asserts substantial completion has occurred the Contractor must furnish a Material Payment Bond meeting all statutory requirements of the State of New York and all requirements of the Contract Documents, including but not limited to these General Conditions.

B. All Surety companies are subject to the approval of the Owner and may be rejected by the Owner without cause.

C. Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.

D. Bonds shall be executed by a responsible surety admitted and licensed to do business in New York with an A.M. Best Rating of "A-" or better. Such bonds shall remain in effect for a period not less than two (2) years following final completion of the work by the Contractor.

E. Bonds shall further be executed by a surety that is currently listed on the U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as amended.

F. The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to 100% of the Contract Sum. The value of each bond shall be adjusted during the Project construction period to reflect changes in the Contract Sum.

G. Every Bond must display the Surety's Bond Number.

H. Each bond must be accompanied by an original Power of Attorney, giving the names of Attorneys-in-fact, and the extent of their bonding capacity.

I. Each bond must incorporate the following modifications into the text of the bond or through a rider:

1. 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, omission, 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.

2. 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) calendar 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 the Owner.

3. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after termination by the Owner of the Contractor's contract or within two years after final completion by the Contractor. In the event the Contractor files for bankruptcy, the commencement of the two year period shall not start to run until the bankruptcy proceeding is finalized or the Owner obtains relief from an automatic stay, whichever is later.

J. The Contractor shall deliver the Performance and Labor and Material ~~required~~ bonds to the Owner prior to beginning construction activity at any Project site(s), but no later than 10 days after issue date of Notice of Award of Contract. Said bonds shall be in the form set forth in the Project Manual. No work shall be performed by the Contractor until such bonds have been reviewed and approved by the Owner.

K. The Owner may, in the Owner's sole discretion and without prior notice to the Contractor, inform surety of the progress of the 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.

L. If the surety on any Bond furnished by 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 Bond and Labor and Material Bond (a/k/a Payment Bond) and surety, ~~both of~~ which all must be acceptable to the Owner in the Owner's sole discretion.

ARTICLE 12
INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor and its Subcontractors shall indemnify and hold harmless (1) the Owner and its Board of Education, consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager and its consultants, employees, officers and agents, from and against any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses, including but not limited to attorneys' fees, which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Contractor or any of its Subcontractors or any person or firm directly or indirectly employed by such Contractor or Subcontractor in connection with the work of the Project.

B. To the fullest extent permitted by law, the Contractor and its subcontractors shall indemnify and hold harmless (1) the Owner and its Board of Education, consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager and its consultants, employees, officers and agents, from and against claims, damages, losses and expenses including but not limited to attorneys' fees, arising out of or resulting from performance of its work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by intentional misconduct, reckless or negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, ~~regardless of whether or not~~ except to the extent such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph B. The Contractor's indemnity obligations under this Paragraph B shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, the Architect, the Construction Manager and the consultants, agents and employees of any of them under any applicable statute, rule or regulation including the New York Statute, Occupational Safety and Hazardous Act, and the Federal Occupational Safety and Hazardous Act. In claims

against any person or entity indemnified under this Paragraph B 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 this Paragraph B 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' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. To the fullest extent permitted by law, the Contractor and its Subcontractors shall indemnify and hold harmless (1) the Owner and its Board of Education, consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager and its consultants, employees, officers and agents, against any fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder which ~~are incurred as a~~ result ~~of~~from the Contractor's failure to give the notices required by Article 6(T) of these General Conditions of the Contract for Construction.

D. To the fullest extent permitted by law, the Contractor and its Subcontractors shall indemnify and hold harmless (1) the Owner and its Board of Education, consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager and its consultants, employees, officers and agents, against any actions, lawsuits or proceedings or claims of liens brought against each or any of them as a result of liens filed against the Contractor's project funds or the owner's real property, including all the costs and expenses arising from said liens, including but not limited to attorneys' fees incurred by each or any of them.

E. To the fullest extent permitted by law, the Contractor and its Subcontractors shall indemnify and hold harmless (1) the Owner and its Board of Education, consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager and its consultants, employees, officers and agents from any and all liability for violation of any laws and regulations applicable to the Contractor's work and shall defend any claims or actions which may be brought against the Owner, the Architect and/or the Construction Manager 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, the Architect and/or the Construction Manager for all costs that each of them incurs to defend such claim or action and all costs that each of them incurs, including attorney's fees, to recover such defense costs from the Contractor.

F. To the fullest extent permitted by law, the Contractor and its Subcontractors shall indemnify and hold harmless (1) the Owner and its Board of Education, consultants, employees, officers and agents, (2) the Architect and its consultants, employees, officers and agents, and (3) the Construction Manager and its consultants, employees, officers and agents, from any and all liability for claims made by third parties, including Subcontractors, in connection with the Contractor's agreement with the Owner and shall defend any claims or actions which may be brought against the Owner, the Architect and/or the Construction Manager 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, the Architect and/or the Construction Manager for all costs of each of them incurs to defend such claim or action and all costs of each of them incurs, including attorney's fees, to recover such defense costs from the Contractor.

G. To the fullest extent permitted by law, the Contractor will defend, indemnify and hold harmless (1) the Owner, its consultants, employees, officers, members of the Board of Education and agents; (2) the Architect and its consultants, employees, officers and agents; and (3) the Construction Manager and its consultants, employees, officers and agents, from and against any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges, and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Contractor or any subcontractor or any person or firm directly or indirectly employed by such Contractor, with respect to violations of OSHA requirements, rules, and/or regulations.

H. The indemnification obligations set forth herein shall become effective upon the Owner, Architect or Construction Manager's receipt of a claim for which the Contractor is required to provide indemnification to the Owner, Architect or Construction Manager. In the event the Owner, Architect or Construction Manager is required to bring an action to enforce the indemnification obligation, the Contractor shall be liable to the Owner, Architect, and/or Construction Manager for all costs associated with said action including attorneys' fees.

ARTICLE 13
TIME FOR COMPLETION OF WORK

A. The date of commencement of the Contractor's work shall be as indicated in the agreement between the Contractor and the Owner. The date shall not be postponed or extended by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible ~~to act~~. Time limits stated in the ~~agreement between the Owner and the Contractor~~ Contract Documents are of the essence of the Contract. By executing the ~~a~~Agreement with the Owner, the Contractor confirms that the Contract Time is a reasonable period for performing the work.

B. The Contractor shall not commence work on the site until two certified copies of all insurance policies and bonds required by Article 10 and Article 11 of these General Conditions of the Contract for Construction are provided to the Owner and accepted by the Owner. The date of commencement and/or completion of the Contractor's work shall not be changed by the effective date of such insurance. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on any Project site(s) or elsewhere prior to the acceptance of the insurance and bonds required by Article 10 and Article 11 of these General Conditions.

C. The Contractor shall proceed expeditiously with adequate forces and shall achieve substantial completion of its contract in accordance with the schedule set forth in the Contract

Documents. The Contractor shall cooperate with the Owner, Architect, Construction Manager, and other Contractors on the Project, making every reasonable effort to reduce the contract time.

D. 1. In the event the Owner determines that the performance of the Contractor's work has not progressed or reached the level of completion required for it to complete its work on time, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities and other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the Contractor progresses its work in compliance with the stage of completion required for it to timely complete its work in accordance with the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the milestone dates and/or construction schedule included in the Contract Documents.

2. The Contractor shall not be entitled to an adjustment in its contract sum in connection with Extraordinary Measures ordered by the Owner under or pursuant to this Paragraph D.

3. The Owner may exercise the rights furnished the Owner under or pursuant to this Paragraph D as frequently as the Owner deems necessary to ensure that the Contractor's performance of its work will comply with any Milestone Date or completion date set forth in the Contract Documents.

4. The Owner reserves the right to withhold payment from the Contractor until such time as the Contractor submits a daily schedule showing its work to be again on schedule with the milestone dates and/or Construction Schedule included in the Contract Documents, without additional cost to the Owner.

E. The Contractor shall achieve substantial completion of its work in accordance with the schedule for the work set forth in the Contract Documents. Milestone Dates are dates critical to the Owner's operations that establish when a part of the work is to commence or be complete. All Milestone Dates are of the essence and shall have the same meaning as Substantial Completion for the purpose of Liquidated Damages in this Article 13.

F. Substantial completion shall be achieved by the Contractor when the Contractor has completed ninety eight (98%) of its work and the work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy and utilize the Work for its intended use without material interference or interruption as a result of punch list work to be performed thereafter. Work remaining to be completed after substantial completion shall be limited to items which can ordinarily be completed within the period between the payment at the time of substantial completion and final payment.

G. 1. This Project is to be physically completed in accordance with the time limits set forth in the Contract Documents. Inasmuch as the damage and loss to the Owner which will

result from failure of the Contractor to achieve completion of the Work within the required time limits will be difficult to ascertain, liquidated damages will be assessed in the amount of $1,000.00 for each and every calendar day after such time allowed for completion.

2. Contractor realizes that time is of the essence on with regard to its agreement with the Owner and the completion date and milestone date for each work item in the Contract Documents, a Milestone Date reflected on the project schedule, or the date of substantial 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 under the Contract Documents 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 for days where the Contractor has applied for and been granted an extension of time in accordance with the provisions of this Article 13.

3. 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. Such Liquidated Damages shall be in addition to any other damages (other than by reason of delay) the Owner may incur as a result of Contractor's breach of Contract. In the event that substantial completion of its work is not achieved in accordance with the Project schedule, inspections will be performed once each week unless the Owner or the Architect determines, at their sole discretion, that any of the additional inspections are not needed. In addition to the Liquidated Damages, all costs incurred by the Owner, including fees for the Construction Manager and the Architect, and the cost of additional inspections, at the rate of One Thousand Dollars ($1,000) per inspection, will be subtracted from payment due the Contractor. If the amount due the Contractor for payment is insufficient, any deficiency shall be paid by the Contractor to the Owner.

H. 1. Except as otherwise permitted by Article 13(H)(4), an extension of time granted in accordance with this Article 13(H) shall be the sole remedy of the Contractor for any delay in the completion of its work. Within five (5) calendar days from the occurrence of same, the Contractor must apply in writing to the Owner, its Architect or Construction Manager for an extension of time to complete its work where it has been delayed as a result of: unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including acts of God, acts of a public enemy, acts of the federal or state government in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, priority or allocation orders duly issued by the federal government; freight embargoes; changes in the work to be performed by the Contractor. The Contractor may not apply for an extension of time for delays in acquisitions of materials other than by reason of freight embargoes. All other delays of the Project, including but not limited to, Architect review and/or approval of shop drawings and/or submittals, requests for information, clarifications, samples, and change orders; Owner schedule; Architect certification of payment; payment by Owner of Contractor's Application for Payment; coordination amongst Contractors; unavailability of materials and/or equipment; surveying/testing; closeout, etc. are deemed to be foreseeable and, therefore shall not form the basis for a claim for an extension of time by the Contractor.

2. All claims for additional time shall be 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. Upon receipt of the Contractor's request for an extension of time, the Owner, with the assistance of the Architect and Construction Manager, 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. Where 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 work. The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently; only the actual period of delay as determined by the Owner, with the assistance of the Construction Manager and the Architect may be allowed.

3. The Owner reserves the right to delay the commencement of Work or to otherwise modify the construction schedule set forth in the Contract Documents in order to comply with applicable State, Federal and/or local laws, regulations, or orders related to the COVID-19 pandemic or any other pandemic or emergency circumstance. Contractor's remedies for any schedule modifications or delays caused directly or indirectly by the COVID-19 pandemic or any other pandemic or emergency circumstance shall be an extension of time only, as further delineated in Article 13 (H)(4), below.

4. Notwithstanding anything to the contrary in the Contract Documents, an extension in the contract time, to the extent permitted under subparagraph H of this Article 13, shall be the sole remedy of the Contractor for 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 similar claims (collective referred to herein as "delay(s)"), unless a delay is caused by the Owner's active interference with the Contractor's performance of the work, and only to the extent such acts continue after the Contractor furnishes the Owner with three (3) days' written notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, but not limited to, 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 active interference with the Contractor's performance of the work.

ARTICLE 14
DEFICIENT AND INCOMPLETE WORK

A. The Owner, through its Architect or Construction Manager, will have the authority to reject work performed by the Contractor which does not conform to the requirements of the Contract Documents.

B. The Owner, through its Architect or Construction Manager, shall have the authority to require additional inspection or testing of the Contractor's work whether or not such work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the work to have performed additional inspection or testing of the work.

C. 1. If a portion of the Contractor's work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, including but not limited to the Drawings and/or Specifications, upon request by the Architect or the Construction Manager, the Contractor shall uncover such work for the Architect's or any governmental authority's observation and be replaced at the Contractor's sole expense without change in the Contract Time or Contract Sum.

2. If a portion of the Contractor's work has been covered, which the Architect or any governmental authority has not specifically requested to observe prior to its being covered, the Architect or any governmental authority may request to see such work and it shall be uncovered by the Contractor. If such work is in accordance with the Contract Documents, including but not limited to the Drawings and/or Specifications, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such work is not in accordance with the Contract Documents, the Contractor, at its sole cost and expense, shall uncover and replace such work.

D. The Contractor shall promptly correct work rejected by the Owner, through its Architect or Construction Manager, for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including but not limited to the cost of said additional testing and/or inspection, the cost of the Construction Manager's and Architect's services incurred in conjunction with such additional testing, and any cost, loss or damage to the Owner resulting from such actions. If prior to the date of Substantial Completion, the Contractor, a Sub-contractor or anyone for whom either is responsible uses or damages any portion of the work or premises, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical

device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

E. If the Contractor (1) fails to correct work which is not in accordance with the requirements of the Contract Documents, or (2) fails to carry out its work in accordance with the requirements of the Contract Documents, 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 ten (10) days) any lien filed upon Owner's property and/or Project funds by anyone claiming by, through, or under the Contractor, or (5) disregards the instructions of the Architect, Owner or Construction Manager, the Construction Manager, on behalf of the Owner may order the Contractor to stop its 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. This right shall be in addition to, and not in restriction of, other rights the Owner may have pursuant to these General Conditions or at law.

F. 1. If the Contractor defaults or neglects to carry out its work in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect, the Construction Manager and the Owner and such other consultants whose participation is deemed necessary by the Architect, for additional services and expenses made necessary by such default, neglect or failure. Such action by the Construction Manager, including the amounts to be charged to the Contractor as a result of such action are subject to the prior approval of the Architect. 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. 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 School District's facilities and/or threatens the structural integrity and/or preservation of the School District's facilities, the Owner may proceed to carry out the Contractor's work upon as much notice to the Contractor of its intention to do so as is practicable and reasonable under the circumstances.

G. If the Owner prefers to accept work which is not in accordance with the terms and conditions of the Contract Documents, the Owner may, in its discretion, accept such work and reduce the Contractor's contract sum accordingly.

ARTICLE 15
FINAL COMPLETION AND CLOSEOUT OF THE PROJECT

A. 1. When advised by the Construction Manager that the Contractor's work is near substantial completion, the Architect shall visit the site to determine whether the Contractor's work is substantially complete. If the Architect's observations of the Contractor's work discloses any item which has not been performed in accordance with the requirements of the Contract Documents and/or which has not been completed to the point indicated in Article 13 paragraph F of these General Conditions, the Contractor shall complete or correct such items upon receipt of notification from the Architect and/or Construction Manager that a deficiency exists. The Architect shall not issue a certificate of substantial completion for the work of the Contractor until the work has been completed in accordance with Article 13(F) of these General Conditions. Upon completion of the work to correct the deficiencies identified by the Architect and/or Construction Manager, the Contractor shall advise the Architect of the need for an inspection of the work. If the Architect is required to inspect the Contractor's work more than twice, the Contractor shall be liable to the Owner for the cost of the services performed by the Architect and Construction Manager as a result of any additional inspections.

2. Upon determining that the Contractor's work has progressed to the point of Substantial Completion, the Architect shall prepare a punch list of the Contractor's work which shall include only minor items of work remaining to be performed by the Contractor to bring its work into compliance with the requirements of the Contract Documents. The Contractor shall proceed promptly to complete and correct items on the punch list issued by the Architect and shall complete said items within thirty (30) days of its receipt of the punch list from the Architect. At the time of substantial completion, the Owner shall retain 200 percent of the value of the punch list items from the Contractor's remaining contract sum. The value of said remaining work shall be determined by the Architect in consultation with the Construction Manager. Upon completion of the work reflected in the final punch list, the Owner shall release the monies withheld pursuant to this paragraph to the Contractor.

3. The Architect's failure to include an item of deficiency on the punch list issued to the Contractor shall not relieve the Contractor of its responsibility to perform its work in accordance with the Contract Documents.

B. 1. If within two (2) years after the date of Substantial Completion of the Contractor's work or designated portion thereof, or after the date for commencement of warranties established pursuant to these General Conditions, or by terms of an applicable special warranty required by the Contract Documents, any of the work is found to be not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of two (2) years shall be extended with respect to portions of the Contractor's work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of such work. The obligation set forth hereunder shall survive acceptance by the Owner of the Contractor's work and/or termination

of the Contractor's agreement with the Owner. The Owner shall give such notice within a reasonable period of time after discovery of the condition.

2. The Contractor shall, within a reasonable time after receipt of written notice thereof, but in no event more than seventy-two (72) hours after receipt of such notice, commence to correct, repair, and make good any defects in its work.

3. The obligations of the Contractor pursuant to this paragraph shall cover any repairs to or replacement of work affected by the defective work.

4. In the case of any work performed in correcting defects pursuant to this paragraph, the guarantee periods specified herein shall begin anew from the date of acceptance by the Owner of such work.

C. Upon receipt of written notice from the Contractor or Construction Manager that the Contractor's work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Contractor's work acceptable and fully performed pursuant to the terms and conditions of the Contract Documents and after receipt of the closeout documentation required by the Contract Documents, the Architect will certify to the Owner that the Contractor is entitled to final payment on the Project.

D. 1. Prior to receipt of final payment from the Owner, the Contractor shall provide the Architect and/or the Construction Manager with the close out documentation required by the Contract Documents.

2. The Contractor shall schedule a close out meeting with the Architect and the Construction Manager for the purpose of delivering the close out documents required pursuant to the Contract Documents.

E. If the Contractor's 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 warranty periods described in the Contract Documents shall be set by the Architect at his discretion.

F. If the Architect is required to perform more than one final inspection because the Contractor's work fails to comply with the requirements of the Contract Documents, 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.

G. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those claims previously made in writing in accordance with the terms of Article 18 hereof and identified by that payee as unsettled at the time of final Application for Payment.

H. Contractor shall submit all documentation identified in this Article and other sections of the Contract Documents within ninety (90) days from the date of Substantial Completion. If the documentation has not been submitted, the Owner will obtain same through whatever means necessary. The Contractor shall solely be responsible for all expenses incurred by the Owner in securing such documentation.

ARTICLE 16
RELEVANT STATUTORY PROVISIONS

A. The Contractor shall at all times observe and comply with all Federal, State and local (Village, Town, City, County, etc.) Laws, Ordinances, Regulations, rules, codes, orders and policies as well as the policies, regulations and protocols of the Owner, in any manner affecting the work and all orders and decrees that 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 indemnify and save harmless the Owner and its Board of Education, officers, agents, consultants (including but not limited to the Construction Manager and the Architect) and employees against any claim or liability arising from, or based on, a violation of any such law, ordinances, regulation, policy, protocol, order or decree, whether by Contractor or by Contractor's officers, directors, Subcontractors, suppliers, employees or agents.

B. The Contractor and each of its Subcontractors 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 and shall comply with all requirements governing its payments to its employees as set forth in Labor Law, section 220 et seq of the New York State Labor Law, as amended. The Contractor shall submit a hard copy of the certified payrolls of the work performed by the Contractor and its Subcontractor with each payment application. The Contractor shall also electronically file its certified payrolls with the NYSDOL.

C. The Contractor and each of its Subcontractors shall post a notice at the beginning of the performance of every public work contract on each work site that includes the telephone number and addresses for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification.

D. The Contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended, that:

1. No laborer, workman 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 contemplated by the Contractor's agreement with the Owner, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

2. The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law.

3. The minimum hourly rate of wages to be paid shall not be less than that stated in the document accessible by the link included in the Project Manual, and any re-determination of the prevailing rate of wages after a contract is awarded to the Contractor by the School District shall be deemed to be incorporated herein by reference as of the effective date of re-determination and shall form a part of the Contract Documents. The Labor Law provides that the agreement between the Contractor and the Owner may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

a. The stipulated wage scale as provided in Labor Law, Section 220, Subdivision 3, as amended; or

b. The stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

E. The Contractor acknowledges that its work is governed by the provisions of Section 101 of the General Municipal Law of the State of New York.

F. The Contractor specifically agrees, as required by the provisions of the Labor Law of New York, Section 220-E, as amended that:

1. In the hiring of employees for the performance of the agreement between the Owner and the Contractor or any Subcontractor thereunder, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

2. No Contractor, Subcontractor, nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the agreement between the Owner and the Contractor on account of race, color, creed, sex, disability or national origin.

3. There may be deducted from the amount payable to the Contractor a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Article 16(F).

4. The agreement between the Owner and the Contractor may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms ~~or~~and conditions of ~~this section of the Contract.~~Section 220-E of the Labor Law of New York.

The aforesaid provisions of this Article 16(F) shall be limited to operations performed within the territorial limits of the State of New York.

G. The Contractor shall conform to the guidelines spelled out in the County's Affirmative Action Program, if any.

H. The Contractor shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its Subcontractors to comply with same. To maximum extent permitted by law and in addition to any other indemnification obligation set forth in the Contract Documents, the Contractor shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the Owner, Owner's agents, officers, representatives, members of the Board of Education, and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed ~~hereunder~~ under the Contract Documents.

I. The agreement between the Owner and the Contractor shall be void if the Contractor fails to install, maintain, and effectively operate appliances and methods for the elimination of harmful dust when a harmful dust shall have been identified in accordance with Section 222-a of the Labor Law of the State of New York.

J. The Contractor shall insure that absolutely no asbestos containing material or any other hazardous material (e.g., lead) is used in conjunction with the performance of its work. The Contractor bears the sole responsibility to provide assurances that no asbestos containing material is built into the construction, or that any equipment used in the construction contains any asbestos containing material. If asbestos containing material is found, at any time during or after the construction is completed, it shall be the responsibility of the Contractor who installed said material to remove it and replace it with new non-asbestos containing material, as per federal, state and local mandates.

K. Large and small asbestos abatement projects as defined by 12 N.Y.C.R.R. 56 shall not be performed while the building is occupied. As referenced in this section, the term "building" shall mean a wing or major section of a building that can be completely isolated from the rest of the building with sealed non-combustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion, and ventilation systems must be physically separated and sealed at the isolation barrier. Exterior work such as roofing, flashing, siding or soffit work may be performed on occupied buildings provided proper variances are in place as required, and complete isolation of ventilation systems and windows is provided. Work must be scheduled so that classes are not disrupted by noise or visual distraction.

L. Surfaces that will be disturbed by reconstruction must have a determination made as to the presence of lead. Projects which disturb surfaces that contain lead shall have in the specifications a plan prepared by a certified Lead Risk Assessor or Supervisor which details

provisions for occupant protection, worksite preparation, work methods, cleaning and clearance testing which are in general accordance with the HUD Guidelines.

M. No smoking is allowed anywhere on school property per New York State and County law. Violators are subject to a $1,000 fine and/or banishment from the property.

N. Applicable codes and standards for material furnished and work installed shall include all federal, ~~,~~ state and local laws, ordinances, regulations, rules, codes orders and requirements of governmental agencies having jurisdiction, and applicable requirements of the following codes and standards, including but not limited to:

1. New York State Uniform Fire Prevention and Building Code, and amendments thereto.
2. New York State Energy Conservation Construction Code.
3. New York State Education Department Manual of Planning Standards.
4. New York State Department of Transportation, Office of Engineering, Standard Specification, Construction and Materials, latest edition.
5. Life Safety Code - NFPA.

O. Unless otherwise stated in the Contract Documents when referenced, wherever in the Specifications reference is made to ANSI or ASTM Standards, Federal Specifications, Consumer Product Standards, or similar recognized standards, the latest edition of the respective publishing agency in effect at the date of "Bid Issuance" shall be accepted as establishing the technical requirements for which compliance is required.

P. The Owner shall be entitled to request of Contractor or its successor in interest to provide adequate assurance of future performance in accordance with the terms and conditions of ~~its agreement~~ the Contract Documents in the event (1) an order for relief is entered on behalf of the Contractor pursuant to Title 11 of the United States Code, (2) any other similar order is entered under any other debtor relief laws, (3) the Contractor makes a general assignment for the benefit of its creditors, (4) a receiver is appointed for the benefit of its creditors, or (5) a receiver is appointed on account of its insolvency. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the Owner to terminate its agreement with the Contractor in accordance with Article 17 hereof. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, the Owner shall be entitled to proceed with the Contractor's work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back charged against the Contractor.

Q. The Contractor shall maintain policies of employment as follows:

1. The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of age, creed, sexual orientation, gender identity or expression, military status, disability, predisposing genetic characteristics, familial status, marital status, status as a victim of domestic

violence, race, religion, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics, religion, familial status, status as a victim of domestic violence or marital status. Such action will 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

2. The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics, religion, familial status, status as a victim of domestic violence or marital status.

ARTICLE 17
TERMINATION OR SUSPENSION

A. 1. The Owner may terminate its agreement with the Contractor in the event the Contractor:

a. refuses or fails to supply sufficient skilled workers or suitable materials or equipment to complete the work in a diligent, efficient, timely, workmanlike, skillful, or careful manner;

b. refuses or fails to correct deficient work performed by it;

c. fails to make prompt payments to subcontractors for labor, materials, and/or equipment in accordance with the respective agreements between the Contractor and the Subcontractors;

d. breaches any of its obligations pursuant to or violates any applicable federal, State or local laws, ordinances, rules, regulations, or requirements of any lawful order;

e. disregards any federal, state, and local laws, ordinances, regulations, rules, codes, orders, and policies of public authorities or governmental agencies having jurisdiction over the Project and/or the Contractor's work;

f. disregards the instructions of the Architect, Construction Manager or the Owner (when such instructions are based on the requirements of the Contract Documents);

g. to the extent permitted by state and federal debtor and creditor laws and regulations, is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws;

h. breaches any warranty made by the Contractor under or pursuant to the Contract Documents or breaches any material term of the Contract;

i. fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the work in compliance with all the requirements of the Contract Documents;

j. fails after commencement of the work to proceed continuously with the construction and completion of the work for more than ten (10) days, except as permitted under the Contract Documents.

k. fails to discharge or otherwise remove liens, notices of lien and/or notice of pendency against the Contractor's Contract sum and/or the Owner's real property;

~~k.~~l. fails to keep the Project free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity;

~~l.~~m. breaches any of the policies, rules or regulations of the Owner; or

~~m.~~n. otherwise does not fully comply with the Contract Documents.

2. When any of the above reasons exists, the Owner may without prejudice to any other rights or remedies of the Owner, terminate employment of the Contractor upon three (3) days written notice and may, subject to any prior rights of the surety:

a. take possession of the Project site(s) and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

b. take possession of materials for the Project that are stored off site by the Contractor;

c. take assignments of the Contractor's Subcontractors in accordance with these General Conditions; and/or

d. finish the work by whatever reasonable method the Owner may deem expedient.

3. When the Owner terminates its agreement with the Contractor for one of the reasons stated in Subparagraph 1 of this Article 17.A., the Contractor shall not be entitled to receive further payment until the completion of the Contractor's work. If the Owner's costs to complete the Contractor's work, including the expenses incurred by the Owner in connection with the services of the Architect, the Construction Manager and/or other consultants, exceed the contract balance remaining on the Contractor's contract, the Contractor shall be liable to the Owner for such excess costs. This provision shall survive termination of the Contractor's agreement with the Owner.

B. 1. In addition ~~to~~with the Owner's right to carry out the work of the Contractor pursuant to the Contract Documents, the Owner may at any time, at will and without cause, terminate any part of the Contractor's work or all of the Contractor's remaining work for any reason whatsoever by giving three (3) days' written notice to Contractor, specifying the portion of the Contractor's work to be terminated and the effective date of termination.

2. Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph:

a. cease operation as specified in the notice;

b. place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;

c. terminate all subcontracts and orders to the extent they relate to the work terminated;

d. proceed to complete the performance of the remaining work on its contract which has not been so terminated; and

e. take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated work.

3. The Contractor shall continue to prosecute that portion of its work which has not been terminated by the Owner pursuant to this Article 17. If the Contractor's work is terminated for the Owner's convenience, the Owner shall not be liable to the Contractor by

reason of such termination except that the Contractor shall be entitled to payment for the work it has properly executed in accordance with the Contract Documents prior to the effective date of termination and for costs directly related to work thereafter performed by Contractor in terminating such work, provided such work is authorized in advance by the Owner, through the Construction Manager and Architect. No payment shall be made by Owner, for the work terminated by the Owner.

4. In case of a termination pursuant to this paragraph B, the Owner will issue a Construction Change Directive or authorize a Change Order, making any required adjustment to the Date of Substantial Completion and/or the sum of contract monies remaining to be paid to the Contractor. The Owner shall be credited for (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 and (3) the value of the work (e.g. labor, materials, supplies, equipment, overhead and profit or other items) that has been terminated that are part of the Contract Sum.

5. For the remaining portions of the Contractor's work which have not been terminated pursuant to this paragraph B, the terms and conditions of the Contract Documents shall remain in full force and effect.

6. Upon termination of the Contractor's work or a portion of the Contractor's work pursuant to this paragraph B, the Contractor shall recover as its sole remedy, payment for work which it has properly performed in connection with the terminated portion of the work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, overhead and profit related to work terminated by the Owner pursuant to this paragraph B.

C. 1. In addition to Owner's right to terminate the ~~suspend, delay, or interrupt~~ Contractor from proceeding with any portion of its work pursuant to the terms and conditions of the Contract Documents, the Owner may at any time, at will and without cause suspend, delay, or interrupt any part of the Contractor's work or all work for any reason whatsoever for such period of time as the Owner may determine by giving three (3) days' prior written notice to Contractor, specifying that portion of the Contractor's work which is to be suspended, delayed, or interrupted, and the effective date of such suspension, delay, or interruption, as the case may be.

2. The Contractor shall continue to prosecute that portion of its work which has not been suspended, delayed, or interrupted, and shall properly protect and secure the portion of its work so suspended, delayed or interrupted.

3. The Owner shall incur no liability to Contractor by reason of such suspension, delay, or interruption except that Contractor may request an extension of its time to complete its work in accordance with Article 13 hereof.

D. 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 demand for any damages it may suffer as a result of the suspension or cancellation of the work and/or its agreement with the Owner pursuant to this paragraph D.

ARTICLE 18
CLAIMS AND DISPUTES

A. Definition. A "Claim" is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the agreement between the Owner and the Contractor. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the agreement between them.

B. Time Limits on Claims. Claims by the Contractor must be made within thirty (30) days after occurrence of the event giving rise to such Claim, or within thirty (30) days after the Contractor first recognizes the condition giving rise to the Claim, whichever is earlier. Claims by the Contractor must be made by written notice. An additional Claim made after the initial Claim has been decided by the Owner will not be considered unless submitted in a timely manner. Failure of the Contractor to give timely notice of claim shall constitute waiver of the claim. Claims must be made by written notice to the Construction Manager, Architect and Owner. The responsibility to substantiate Claims shall rest with the Contractor.

C. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of its work and the Owner shall continue to make payments in accordance with the Contract Documents.

D. Claims for Concealed or Unknown Conditions. If conditions are encountered at the Project site(s) which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the Contractor shall be given to the Owner and Architect promptly before conditions are disturbed and in no event later than five (5) days after first observance of the conditions; and, (3) in the case of a condition at the Project site(s) which involves a hazardous or toxic substance, 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 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 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 Documents is justified, the Architect shall so notify the Contractor in writing, stating the reasons.

E. Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum as a result of a Change in the work pursuant to Article 8 of these General Conditions, written notice as provided in this Article 18 shall be given before proceeding to execute the work. Except as otherwise provided in Article 13, the sole remedy for claims based on delays in the performance of the Contractor's work is an extension time as permitted in Article 13 of these General Conditions.

F. Claims for Additional Time. If the Contractor wishes to make a Claim for an increase in the Contract Time, the Contractor shall comply with the requirements set forth in Article 13 of these General Conditions.

G. Nothing contained in the Contract Documents shall relieve a Contractor from compliance with any statutory and/or regulatory requirements, including, but not limited to those contained in New York Education Law Section 3813 and in Section 155.5 of the ~~REgulatoins~~Regulations of ~~o f~~ the New York Commissioner of Education (8 NYCRR 155.5).

ARTICLE 19
MISCELLANEOUS PROVISIONS

A. The agreement between the Owner and the Contractor shall be governed by the law of the place where the Project is located, without regard to the conflicts of law's provisions thereof; venue to be in the County in which the Project is located.

B. 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 its agreement with the Owner 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.

C. All notices to be given hereunder shall be in writing and may be given, served, or made by the parties or their attorneys or representatives (1) by depositing the same for first class mail delivery in the United States mail addressed to the authorized representative of the party to be notified; (2) by depositing the same in the United States 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 or registered mail or by first class mail in accordance with the provisions hereof shall be effective from and after the fourth (4th) business day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice sent by overnight delivery in accordance with the provisions hereof shall be effective from and after the second business day following the date submitted to the overnight delivery service 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 between the Owner and Contractor. 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.

D. Except as expressly provided in the Contract Documents, 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, or in equity or by other agreement, and such rights and remedies shall survive acceptance of the Contractor's work and/or any other termination of the Contractor's agreement with the Owner.

E. No action or failure to act by the Owner, Architect, Construction Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

F. The headings denoting the separately numbered Articles of these General Conditions are specifically set forth for reference purposes only and are not in any way to be deemed explanatory of or limiting of the contents of any paragraph or subparagraph. Furthermore, said headings are not to be deemed part of this Agreement for purposes of interpretation, litigation or as defining or limiting the rights or obligations of the parties.

G. In case any provision of Contract Documents should be held to be contrary to, or invalid, under the law of any country, state or other jurisdiction, such illegality or invalidity, shall not affect in any way any other provisions hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid. With respect to the provision of the Contract Documents determined to be contrary to law or invalid, the provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contractor's agreement with the Owner.

H. The rights stated in these General Conditions and the Contract Documents which form the agreement between the Owner and the Contractor are cumulative and not in limitation of any rights of the Owner at law or in equity.

I. 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 pursuant to the Contract Documents.

J. The Owner shall not be liable to the Contractor for punitive damages on account of any termination of the Contractor or any other alleged breach of the agreement between it and the Contractor and the Contractor hereby expressly waives its right to claim such damages against the Owner.

K. 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.

L. Upon determination by legal means (e.g. court action, etc.) that termination of Contractor pursuant to Article 17.A.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Article 17.B.1 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Article 17.B.1.

M. 1. The Owner may occupy or use any completed or partially completed portion of the Contractor's work at any stage when such occupancy is authorized by public authorities having jurisdiction over the Project.

2. Partial occupancy or use of a portion or portions of the work shall not constitute acceptance of the Contractor's work, nor does it waive the Owner's right to liquidated damages. Further such occupancy alone shall not determine when substantial completion has been reached.

3. Immediately prior to such partial occupancy or use, the Owner, 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 Contractor's work, and in order to prepare a complete punchlist of omissions of materials, faulty workmanship, or any items to be repaired, removed or replaced.

N. The Contractor agrees not to assign, transfer, convey or sublet or otherwise dispose of its agreement with the Owner or the Contractor's right, title or interest therein or his power to execute such agreement, to any other person, firm or corporation without the previous consent in writing of the Owner.

O. This Contract may not be changed orally, but only by an agreement in writing signed by the Owner and Contractor. Any waiver of any term, condition or provision of this Contract will not constitute a waiver of any other term condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

P. Notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold any payment due the Contractor if and for so long as the Contractor fails to perform any of its obligations or otherwise is in default under any of the Contract Documents provided, however, that any such hold back shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any such default or failure of performance by the Contractor.

Q. The method of binding dispute resolution between the Contractor and the Owner shall be litigation in a court of competent jurisdiction in the County of Westchester in the State of New York, where the Project is located.

R. By signing the Agreement Between Owner and Contractor, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its/his/her own organization, under penalty of perjury, that to the best of its/his/her knowledge and belief that each person is not on the list created pursuant New York State Finance Law §165-a(3)(b).

S. THE CONTRACTOR HEREBY CONFIRMS THAT, TO THE EXTENT REQUIRED BY LAW, IT HAS IMPLEMENTED A WRITTEN ANTI-SEXUAL HARASSMENT POLICY THAT MEETS OR EXCEEDS THE REQUIREMENTS OF NEW YORK LABOR LAW SECTION 201-G AND THAT ANNUAL TRAINING REGARDING THIS POLICY IS AND WILL BE PROVIDED TO ALL OF ITS EMPLOYEES CONSISTENT WITH LAW.

T. The Owner is a tax exempt organization and will take title to materials used in the Project in order to permit tax exemption.

1. Upon request, the Owner will furnish documentation of the Owner's Tax Exemption status to the Contractor for use in purchasing tangible personal property required for the Project.

2. This exemption shall not apply to machinery, equipment, tools, and other items purchased, leased, rented, or otherwise acquired for the Contractor's use even though the machinery, equipment, tools or other items are used either in part or entirely on the work. This exemption shall apply only to materials fully incorporated into the work of the Contract as accepted and approved by the Architect.

3. The Contractor shall, upon request by the Owner, furnish a bill of sale or other instrument indicating the quantities and types of materials purchased directly by the Contractor or Subcontractor for incorporation into the work. Upon delivery of the materials to the site, the Contractor shall mark or otherwise identify the materials to be incorporated into the work. This exemption shall apply only to materials so identified and accepted.

END OF GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

SPECIAL PROVISIONS

These Special Provisions are in addition to the Plans, Specifications and the other Contract Documents and shall be part of this Agreement between the Owner and the Contractor. All references to "This Prime Contractor", "This Contractor" or "Contractor" refer, as applicable, to Contract GC-1 (General Construction - Campus Primrose), Contract GC-2 (General Construction - Campus Rt 202), Contract MC-1 and MC-2 (Mechanical Construction), Contract PC-1 and PC-2 (Plumbing Construction), Contract EC-1 and EC-2 (Electrical Construction), Contract SC-1 (Site/Civil Construction), Contract FA-1 (Fire Alarm Construction), and separate Owner-retained contracts including hazardous materials abatement and OGS flooring. The following provisions shall apply to each individual project and each contractor associated with it. In cases of contradiction, the most stringent provision shall govern.

PROJECT / CAMPUS DEFINITIONS

1. **Campus Primrose**: Primrose Elementary School and Somers High School.
2. **Campus Rt 202**: Somers Intermediate School and Somers Middle School.

CONTRACT DESIGNATIONS

- **GC-1** - General Construction, Campus Primrose | **GC-2** - General Construction, Campus Rt 202
- **MC-1** - Mechanical Construction, Campus Primrose | **MC-2** - Mechanical Construction, Campus Rt 202
- **PC-1** - Plumbing Construction, Campus Primrose | **PC-2** - Plumbing Construction, Campus Rt 202
- **EC-1** - Electrical Construction, Campus Primrose | **EC-2** - Electrical Construction, Campus Rt 202
- **SC-1** - Site Construction, all schools
- **FA-1** - Fire Alarm Construction, Primrose Elementary School and Somers Intermediate School
- **AB-1** - Hazardous Materials Abatement, separate Owner contract, as required by the Contract Documents
- **OGS-1** - Flooring, Millburn Flooring, all four schools

Contract abbreviation convention: GC, MC, PC and EC refer to the General, Mechanical, Plumbing and Electrical Construction contracts, respectively, with each contractor responsible for its assigned campus. The suffix -1 identifies Campus Primrose (Primrose Elementary School and Somers High School); the suffix -2 identifies Campus Rt 202 (Somers Intermediate School and Somers Middle School). SC-1, FA-1, AB-1 and OGS-1 retain the scope stated above.

Contract	Description	PES	SHS	SIS	SMS
GC-1	General Construction	X	X		
GC-2	General Construction			X	X
MC-1	Mechanical Construction	X	X		
MC-2	Mechanical Construction			X	X
PC-1	Plumbing Construction	X	X		
PC-2	Plumbing Construction			X	X
EC-1	Electrical Construction	X	X		
EC-2	Electrical Construction			X	X
SC-1	Site / Civil Construction	X	X	X	X
FA-1	Fire Alarm Construction	X		X	
AB-1	Hazardous Materials Abatement	As Required	As Required	As Required	As Required
OGS-1	Flooring - Millburn	X	X	X	X

General Requirements for Each Prime Contractor

I. General

1. All dates, durations, etc. defined herein shall be in business days.
2. Except for the basic building permit, each Prime Contractor's price shall include all fees and other costs for securing and maintaining (by the Prime Contractors or their subcontractors) for the life of the job; all permits, PE licenses, connection fees, inspections, etc., applicable to, or customarily secured for the Work. This provision includes any applications and/or permits to be issued by utility companies in the name of the Prime Contractor, or the Owner, as required for the Work. Originals of all permits are to be issued in the name of the Prime Contractor as required for the Work. Each Prime 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 agreed to with the Construction Manager.
3. One week prior to the start of physical work, each Prime Contractor shall provide two copies of a video taped 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, each Prime Contractor shall be responsible for paying the costs associated with any and all repairs or replacements of existing materials and/ or conditions that were damaged in an area where the Prime Contractor is working or has worked, as may be deemed necessary by the Owner or the Construction Manager.
4. Each Prime Contractor is responsible for providing the required mock-ups defined by the Contract Documents out of sequence as needed by the Architect.
5. Each Prime Contractor is responsible for providing all required Engineered material calculations as defined by the contract documents.
6. Each Prime Contractor shall provide drinking water for his own employees.
7. On Site Communications. Each Prime Contractor shall provide, or otherwise see that, the project manager, or site managers, and/or responsible workers of each Prime Contractor and major subcontractor are equipped with cellular phones for the purpose of staying in contact with the Construction Manager.
8. Each Prime Contractor shall include in his base price the cost of all rigging and equipment required for the performance and installation of the Work.

II. Schedule

1. All Contractors are to recognize that the Project Schedule is of critical importance to the Owner. All aspects of construction must reflect a 'time is of the essence' construction strategy. The attached 'Bid Schedules' serves as a guide of critical milestone dates to the Project. Failure to meet intermediate milestone dates will jeopardize the overall Project Schedule. This failure will mandate Contractor(s) to, increase staff, work overtime, or use other means to recover time, at the costs of those Contractor(s) responsible for such delays. In addition, all costs due to delays in completion of the Work, which require additional Custodial Overtime, Construction Management services, Architectural

services, and Engineering services beyond the Work duration in the Bid Schedule, shall be borne by Contractor(s) responsible for delays.

2. Each contractor, prior to being awarded the contract shall prepare and submit a Preliminary Master Project Schedule for their Work. Within (3) weeks of NOA (Notice of Award) all Prime Contractors will provide a coordinated Draft master schedule. Each Prime's Project Schedule are to reflect all requirements for submittals, material and equipment procurement, material stockpiling, setting up Contractor's staging area and surveying of existing conditions. These Schedules, reflecting the critical milestone dates established by the attached 'Bid Schedule', are to be coordinated and shall be inclusive of other Prime Contractor's activity. The "Final" agreed upon overall schedule of work shall be developed and maintained by GC-1 and GC-2 for their respective campuses in conjunction with the Construction Manager, utilizing each Prime Contractor's preliminary and updated schedule(s). Specific relationships between Contractors, sequencing of activities, phasing, and critical "ties" of coordinated Work must be detailed on the Project Schedule. All Contractors shall utilize "Sure Track Project Manager 3.0-" as produced by Primavera Systems, Inc., -or- equal platform producing Gantt Style Scheduling.
3. All Prime Contractors shall review the completed "Final" detailed construction schedule and acknowledge their acceptance of this schedule by signing a copy to be kept on record by the Construction Manager. This agreed upon schedule must incorporate all milestone dates and shall be established within four (4) weeks of Notice of Award .
4. Contract GC-1 and GC-2 shall update the detailed construction schedules for their respective campuses with the Construction Manager and issue copies to the other Prime Contractors, the Owner, Construction Manager, and the Architect monthly. Each Prime Contractor shall provide the Prime Contractor for General Construction with all information necessary to provide these updates.
5. Each Prime Contractor is to submit a schedule of projected fabrication on long lead items (items requiring four weeks and over to fabricate) three weeks after Notice of Award. Progress/Status reports on fabrication to be submitted to the Construction Manager every two weeks. 'Rate of Change' chart and marked up shop drawings to be included in these reports.
6. Each Prime Contractor shall be responsible for coordinating and expediting their fabrication and delivery schedules and keeping the Construction Manager informed as to their progress and their anticipated ability to stay on schedule. Should it become necessary (in the opinion of the Construction Manager) to supplement the Prime Contractor's expediting efforts in order to maintain job progress, the Construction Manager may elect to charge all costs incurred to said Prime Contractor.
7. In the event that Owner makes special arrangements to open a building at the request of a Contractor and the Contractor does not show, the Prime Contractor shall pay the Owner all costs incurred. All parties agree that any action taken to enforce this requirement shall not be construed by any Prime Contractor or its subcontractors/suppliers, as a reason for a claim (for either time or money) for delay to the Work or to the Prime Contractor, its subcontractors, or suppliers.
8. The Owner shall take partial occupancy of the building's renovated spaces in accordance with the dates established by the Bid Schedule and the Special Provisions. The Contractors shall perform all Work necessary to maintain the Owner's move-in and occupancy schedule.

9. The Contractors shall include in their base price, all out of sequence Work and any Work required to be performed during overtime hours or non-working hours necessary to maintain the Master Schedule, the Prime Contractors' project schedule, or, the Owner's move-in schedule.

III. Submittal Milestone Requirements

Submittal Priorities

The following submittal dates (in business days) are critical to allow for proper fabrication timeframes to ensure timely completion of the project to meet the attached bid schedule. A complete listing of all submittal requirements is located in "Section 01 3300 Submittals", which shall be accompanied by each division's specific submittal requirements.

Major General Construction Submittals

Scaffolding and/or Stair tower-(may require PE Stamp)	15 days from Notice of Award
Bracing/Shoring-(may require PE Stamp)	15 days from Notice of Award
Rebar/Reinforcing Shop Drawings	15 days from Notice of Award
Structural Steel/Decking	15 days from Notice of Award
Masonry Submittals/Shop Drawings	15 days from Notice of Award
Doors/Hardware	15 days from Notice of Award
Windows/Openings	15 days from Notice of Award
Storefront	15 days from Notice of Award
Dropdown Gates/ Shutters	15 days from Notice of Award
Roofing	15 days from Notice of Award
Interior Finishes	20 days from Notice of Award
Casework	20 days from Notice of Award
All remaining Submittals with-in	**20 days from Notice of Award**

Major HVAC Equipment

Duct Work	15 days from Notice of Award
Equipment	15 days from Notice of Award
Boilers	15 days from Notice of Award
Controls	20 days from Notice of Award
Hot/Chilled Piping and Enclosures	20 days from Notice of Award
HVAC Shop Drawings	20 days from Notice of Award
All remaining Submittals with-in	**20 days from Notice of Award**

Major Electrical Equipment

Service Equipment	15 days from Notice of Award
Fire Alarm	15 days from Notice of Award
Public Address/Intercom	15 days from Notice of Award
Light Fixtures	15 days from Notice of Award
All remaining Submittal with-in	**20 days from Notice of Award**

Major Plumbing Equipment

Plumbing Shop / Coordination Drawings	20 days from Notice of Award
Plumbing Fixtures and Specialties	15 days from Notice of Award
Plumbing Piping / Valves / Supports	15 days from Notice of Award
All remaining Plumbing Submittals within	**20 days from Notice of Award**

Major Fire Alarm Equipment

Fire Alarm Shop Drawings / Sequence / Battery Calculations	15 days from Notice of Award
Fire Alarm Equipment / Devices / Wiring / Programming	15 days from Notice of Award
All remaining Fire Alarm Submittals within	**20 days from Notice of Award**

Major Site Construction Submittals

Site Shop / Utility Layouts / Grading / Drainage	15 days from Notice of Award
Asphalt / Concrete / Reinforcing / Drainage Materials	15 days from Notice of Award
Fencing / Synthetic Field / Landscaping	15 days from Notice of Award
All remaining Site Construction Submittals within	**20 days from Notice of Award**

IV. Construction Milestones

All Prime Contractors:

Special consideration shall be given to the project bid schedule and phased work identified in the Contract Documents. Prime Contractors shall staff and sequence their work to meet all interim milestones and school re-occupancy requirements, including multiple shifts, nights, weekends and holidays where necessary.

KEY MILESTONE DATES:

- **Bid Opening:** Tuesday, December 8, 2026 at 3:30 PM. (may adjust)
- **Intended Contract Award**: January 5, 2027 (may adjust)
- **Notice of Awards mailed:** January 6-8, 2027

Phase 2 work is planned across Spring 2027, Summer 2027, Fall 2027 and Summer 2028, including split-phase work where indicated. Final room-by-room phasing shall conform to the Bid Schedule and final Division 01 requirements. For Work not specifically identified in the milestone descriptions below, each Contractor shall refer to the Project Bid Schedule for applicable phasing, sequencing, access restrictions and completion requirements. Omission of an item of Work from the descriptions below shall not relieve the Contractor of its obligation to perform that Work within the timeframes established by the Contract Documents.

Primrose Elementary School

- Scheduled summer work start: June 28, 2027.
- Flooring, unit ventilator and exhaust fan replacement, exterior repairs, restroom renovations, and fire alarm system replacement are scheduled through August 23, 2027.
- Interior substantial completion: August 23, 2027.

- Front entrance upgrade with canopy: June 28–October 31, 2027; exterior substantial completion: October 31, 2027.
- Interior Punch-list and closeout: September 1, 2027–October 1, 2027.
- Front Entrance Canopy Punch-list and closeout: November 1, 2027–December 1, 2027.

Somers Intermediate School

- Summer 2027 work is scheduled to begin June 28, 2027, including horseshoe asphalt replacement, concrete walk replacement, restroom upgrades, exterior repairs, fire alarm replacement, and work in the 4th and 5th Grade Wings.
- Summer 2027 substantial completion: August 23, 2027. Ceiling and Ductwork/HVAC replacement in the 4th and 5th Grade Wings continues through August 23, 2027.
- Summer 2028 work is scheduled to begin June 26, 2028, including 3rd Grade Wing ceiling and Ductwork/HVAC replacement and window/door replacement.
- Ceiling and window/door replacement are scheduled through August 24, 2028; 3rd Grade Wing ductwork and Summer 2028 substantial completion: August 28, 2028.
- Punch-list and closeout: September 1–November 1, 2028.

Somers Middle School

- "New Synthetic Field" activity: March 22, 2027 –October 31, 2027.
- Summer building work is scheduled to begin June 28, 2027, including First and Third Floor flooring/ceiling work, mechanical replacements, classroom casework, exterior repairs and roof renovations.
- First and Third Floor flooring/ceiling work finishes August 23, 2027; mechanical and casework activities continue through August 26, 2027.
- Second Floor flooring/ceiling, mechanical and casework: June 26–August 24, 2028.
- Building substantial completion: August 28, 2028.
- Punch-list and closeout: September 1–November 1, 2028.

Somers High School

- Locker room renovations: May 3–August 23, 2027.
- Replacement of the two lower boilers: May 10–August 9, 2027. **(Coordination from PH-1, not included in PH-2 Scope of work)**
- Other Summer 2027 work is scheduled to begin June 28, 2027, including student parking asphalt replacement, flooring/ceiling work, science classroom renovations, unit ventilator/ductwork replacement and exterior repairs.
- Summer 2027 substantial completion: August 23, 2027.
- Second Floor flooring: June 26–August 28, 2028;
- Summer 2028 substantial completion: August 28, 2028.
- Punch-list and closeout: September 1 – October 1, 2028.

Milestone Coordination

- Each Contractor shall coordinate its detailed schedule, procurement, sequencing, temporary measures and turnover with the Project Bid Schedule and other Contractors' work.
- The Owner and Architect shall confirm school re-occupancy dates; do not infer them solely from activity finishes, demobilization dates or substantial-completion milestones.

Any work that cannot be completed by the required milestone or school re-occupancy dates shall be completed after-hours in accordance with Section VI, SCHOOL OPERATIONS & CONTRACTOR WORK HOURS, at no additional cost where delay is attributable to the Contractor.

V. Summary Overview

Introduction for All Buildings & Projects

The Phase 2 Work consists of phased alterations, renovations, building systems upgrades, site improvements, envelope restoration, flooring replacement, mechanical and plumbing improvements, electrical improvements, fire alarm replacement, and related construction at Primrose Elementary School, Somers Intermediate School, Somers Middle School and Somers High School. Work is anticipated during Spring 2027, Summer 2027, Fall 2027 and Summer 2028.

Special Considerations: Work will occur in occupied educational facilities and/or during restricted school recess periods. All required access and egress shall remain code-compliant and operational for school occupancy. Prime Contractors shall release long-lead submittals promptly and provide temporary provisions when necessary to maintain safe occupancy and schedule requirements.

Abatement Coordination: Hazardous material abatement identified in the Contract Documents shall be performed under a separate Owner contract (AB-1). Abatement is not included in GC-1 or GC-2, or any other public-bid prime contract, unless specifically stated. All Prime Contractors shall coordinate sequencing, access, protection and area turnover with AB-1.

Primrose Elementary School - SED No. 66-21-01-06-0-002-017

Work generally includes the front entry canopy; renovations throughout A, B, C, D, E, F and K Wings; flooring replacement; approximately ten restroom renovations; unit ventilator and louver replacements; classroom renovations; tech/storage flooring; large gym sports flooring; cafeteria and main lobby/office restroom work; new windows; masonry and control-joint rehabilitation; insulated window/panel replacement; envelope caulking and miscellaneous repointing; and replacement of approximately 42 exhaust fans. Flooring under OGS-1 and fire alarm under FA-1 shall be coordinated with GC-1, MC-1, PC-1 and EC-1.

Somers Intermediate School - SED No. 66-21-01-06-0-006-021

Work generally includes horseshoe asphalt reclamation and replacement; walks, curbs, striping and fencing; ceilings and renovations in the 3rd, 4th and 5th grade wings; main office/entry, cafeteria/kitchen, library/specialty classrooms and corridors; 41 window replacements; restroom upgrades; door closers; masonry, cast-stone, envelope and joint repairs; outdoor learning space renovation; complete library renovation; replacement of 63 duct heating coils; ductwork replacements; eight exhaust fans; approximately ten APR control valves; and complete fire alarm system replacement under Contract FA-1. Flooring under OGS-1 shall be coordinated with GC-2, MC-2, PC-2 and EC-2.

Somers Middle School - SED No. 66-21-01-06-0-001-021

Work generally includes a new synthetic turf field and associated site work; flooring, ceilings, wall finishes and casework across science, special education, classroom, art and office areas; unit ventilator and radiator work; approximately 37 door replacements; roof renovations; masonry repointing, expansion-joint work and lintel painting; bay-window renovations; new ductwork; approximately 13 exhaust fan replacements; and Superintendent's Office HVAC work. OGS-1 flooring shall be coordinated with GC-2, MC-2, PC-2 and EC-2.

Somers High School - SED No. 66-21-01-06-0-003-023

Work generally includes asphalt reclamation and replacement; concrete walks, curbs and catch basins; flooring and ceiling replacement throughout science, lounge and second-floor areas; casework in science, fashion and TOTS rooms; unit ventilator work; new ductwork in basement, wrestling, auditorium, student lounge, engineering lab, gym storage and classroom areas; science and Home Economics plumbing renovations including sinks, faucets, fume hood, emergency shower and gas bibs; auditorium restroom and locker-room renovations; new awning roof ceiling; masonry/cast-stone/joint repairs; walk-in freezer remodel; window replacements; VFDs, H&V units, exhaust fans, auditorium air-handling units and rooftop units. OGS-1 flooring shall be coordinated with GC-1, MC-1, PC-1 and EC-1.

VI. SCHOOL OPERATIONS & CONTRACTOR WORK HOURS

Each project will impact many areas within existing buildings, which in some cases will remain in operation during construction.

All contract work occurring **over the summer academic recess**, outside of normal school session, may be performed during the hours of 7:00am and 4:00pm. If second-shift work is needed to maintain the project schedule, second-shift will continue through to 11:00pm - once approved by the CM & Owner.

All contract work being performed **before and/or after the summer recess** – if permitted, during normal school session, will need to be perform after-hours (3:30pm-11:00pm). If approved, the contractor is responsible for abiding by the local sound ordinance for construction activities, and will be responsible for any fines they may incur if not followed. All punch-list work shall be performed after school hours on a second-shift schedule.

Each Prime Contractor may work Saturday & Sundays to make up for lost time (Saturday/Sunday work will be required if necessary to meet deadline) with prior approval from the Owner and after the Contractor has verified allowable working hours by town ordinance. If any Prime Contractor must work on either a Saturday, Sunday or a Holiday, in order to make up time that has been lost due to the same contractor, that Contractor will be responsible to reimburse the District for any custodial overtime costs.

VII. SAFETY / LOGISTICS/STORAGE

1. Two weeks after the receipt of the Notice of Award, each Prime Contractor for General Construction shall provide a Site Safety/Logistics Plan to the Construction Manager. The site logistics plan should minimally include locations of the **Six-foot high temporary fence**, traffic plans for deliveries and removals, refuse container locations, crane locations, pick locations, boom radius, and lift locations. This plan shall also show the location of all staging and storage areas, non-rated and fire-rated partitions used to separate construction and school areas, made with plywood and/or gypsum wallboard, etc. The logistical information represented by the construction documents shall serve as a minimal guide.

2. Each prime contractor is to submit their corporate safety policy (2) weeks after Notice of Award . Plan to minimally meet OSHA standards. Each Prime Contractor shall make the participation of their subcontractors in this program mandatory. These Safety Programs should be a detailed Company Policy defining the specifics as to how a safe work environment shall be maintained

3. Each Prime Contractor and Subcontractors shall schedule weekly safety meetings (Job Site Safety Talks) and submit meeting minutes indicating attendees and topics to the Construction Manager.

4. Each Prime Contractor is to identify in writing to the Construction Manager their "OSHA Competent Person Regarding Safety" Definition. "Competent person" means one who is 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.

5. All flagmen required for deliveries to the site are to be furnished by the Prime Contractor 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. All deliveries shall be scheduled and coordinated with the Construction Manager and the Owner. Delivery blackout periods for bus traffic interference shall be established with the Construction Manager.

6. Smoking, firearms, alcoholic beverages, and indecent photography are expressly prohibited on all school properties. All persons representing Contractors, subcontractors or suppliers shall wear shirts, long pants and other proper attire while on school property. All persons representing Contractors, subcontractors or suppliers shall conduct themselves in a professional manner consistent with the rules and policies of The School District, and the New York State Education Department while on school property or otherwise representing this project.

7. Each Prime Contractor will ensure that all their employees, while on school property, will wear hard hats, high visibility vests, and ID badges at all times. Anyone on site without this the proper Personal Protection Equipment (PPE) will be escorted off school property.

8. Each Prime Contractor will ensure that every employee working on this project has completed a 10-hour OSHA training course. Any worker that cannot present a 10-hour OSHA safety-training card will be escorted off the property.

9. Food truck vendors for Construction Workers will only be allowed on school property with prior authorization from the School District. The District may allow or discontinue food vendor truck service at any time for any reason.

10. **Identification Badges**. Each Prime Contractor will provide an ID badge for each of their field personnel prior to coming on school property. All workmen shall display the badge on their person while on site, and at all times. Failure to wear identification badge at all times will result in the immediate removal from the jobsite.

11. Each Prime Contractor is responsible for their own storage and personnel trailers at each site. Each Contractor will be required to supply man trailers and storage box trailers as required. All costs related to its delivery, construction, protection, power, etc. is borne by the individual Contractors utilizing space. The Owner WILL NOT PROVIDE STORAGE SPACE. The placement of these trailers will be strictly limited to predetermined locations. Approval of the placement of any trailer or storage box must be received from the Construction Manager.

12. The parking for construction personnel shall be limited to designated parking areas only. Failure to abide by this rule will result in towing of cars at the expense of the Prime Contractor whom employs the individual.
13. All delivery vehicles/trucks/machinery/etc. permitted on site, must be equipped with back-up alarms and enter through the designated access points. Failure to demonstrate this ability will result in cancellation of delivery or stoppage of work. All delays associated with this cancellation will be the responsibility of the Prime Contractor responsible for the Work involved.
14. All temporary construction site fences installed by any Contractor shall be **installed with a tightly woven, blind screen mesh.** This mesh is to be installed on the "construction" side of the fence. The General Contractor will maintain all fencing daily and lock gates at the end of the day.
15. All crane picks, material delivery, etc. must be coordinated so as not to lift over any occupied area of the building. If absolutely necessary, this work shall be done on off hours to ensure the safety of the building occupants. Crane location must be carefully chosen to ensure the safety of building occupants. Crane picks must also not be conducted during academic hours within 20' of an occupied building.
16. The Owner or Construction Manager reserve the right to have all hoisting equipment periodically inspected by an independent inspector whose findings will be binding. The Prime Contractor at its own expense must make corrections before continuing work. The Owner or Construction Manager will not assume any responsibility for the safe operation of any hoisting equipment by exercising this right. Each Prime Contractor or Sub Contractor shall cooperate with the inspector by allowing time for the inspection. The Prime Contractor shall be notified 24 hours prior to the time of the inspection. These inspections do not release the Prime Contractor of their responsibility to provide all engineering, permits, and inspections as required by OSHA or the SED prior to use of any hoisting equipment.
17. All vehicular traffic (personal vehicles, trucks, equipment, deliveries, etc.) are to use the designated entrances as outlined on the Logistics Drawings. Access by other routes is to be on exception basis only.

VIII. SUBMITTALS

1. Each copy of each submittal shall have attached as the cover page the specified "Submittal Cover Sheet". All information requested in "Section 01 33 00 Submittal Requirements" shall be provided by the respective Contractor. Submittals will be returned without review if the cover sheet is not accurately completed.
2. Each Prime Contractor shall generate a complete "Submittal Log" within one business week of the Notice of Award. This log is to list all required submittals specific to your trade as detailed in the Project Manual/Specs. See enclosed form for your use. "ROJ" stands for Required on Job to assist your judgment of the time gap between submission, Architect review, fabrication/procurement and on-site need for putting the work item into place.
3. Each Prime Contractor shall review all submissions for completeness. Each Prime Contractor is responsible to stamp all shop drawings prior to submission to the Architect. The Architect will not review any shop drawings unless first reviewed by said Contractor. Bundle similar material submissions for proper review. Use the Architects Submittal cover sheet located in the Specifications

4. **All submissions shall be sent electronically to the Architect with corresponding cover sheets. Submittals will be processed and stored electronically, with access available to all Prime Contractors for coordination.**
5. Each Prime Contractor shall provide one transmittal for each submission package identifying each unique submission individually. For each submittal with the submission package, the Prime Contractor shall identify the length of the delivery time and the necessary "last date" an item may be received on site. Each Prime Contractor shall keep a log of all submissions in a manner prescribed by the Construction Manager and the attached form. Minimally, the Contractor shall update this submittal log biweekly and provide a copy to the Construction Manager for review and information.
6. Each Prime Contractor shall copy the Construction Manager's Project Manager on all transmittals, correspondence, RFI's and any other documents sent to the Architect, his consultants or the Owner
7. At the direction of the Construction Manager, each Prime Contractor shall provide copies of either document and/or data files for any requested document on one of the following programs: Microsoft Word, Microsoft Excel, or Microsoft Project.

IX. LINE, LEVELS & GRADE

1. Each Prime Contractor for General Construction shall establish a baseline and benchmark system for each area of renovation or component. This survey work shall be completed by a NYS licensed professional surveyor. The surveyor(s) employed to establish this system or to extend and maintain an existing benchmark system for the work of other trades shall not have less than five years' experience in performing construction surveys similar to the work they will perform for this project. The other Prime Contractors and their subcontractors shall be responsible for extending these lines, levels and grades, and for performing all layouts for their own work. Each Prime Contractor is solely responsible for any damage or loss due to incorrect extension of lines, level or grades in their layout. Each Prime Contractor and their subcontractors shall be responsible for the accuracy with respect to the layout of their work. Any discrepancies or errors in the drawings, perceived by a Prime Contractor or subcontractor, shall be immediately reported to the Construction Manager and Architect. If any corrections are necessary, they shall be executed in accordance with procedures approved by the Construction Manager.
2. Each Prime Contractor and their subcontractors shall be responsible to offset, or to protect, their markings from anything that may disturb them.
3. Each Prime Contractor for General Construction and all other Contracts will build to existing conditions of the site and joining buildings. To confirm line, level and grade, the Prime General Construction Contractor will employ a licensed NYS surveyor by the end of the project and produce an 'As-Built' drawing including final elevations and boundaries of any structural or earth modifications.

X. MANAGEMENT OF WORK

1. **Each Prime Contractor shall employ (from one week after Notice of Award until punch-list and closeout are complete) at a minimum a full-time Project Manager and a separate dedicated full-time on-site Superintendent. The Project Manager and Site Superintendent shall represent the Prime Contractor. All**

communications given to the Project Manager or Site Superintendent -either verbal or written- shall be binding. Important communications shall be so confirmed in writing.

If a contractor is awarded multiple contracts, they must include multiple superintendents and foreman per building/contracts. There is no exception to this requirement.

2. Each Prime Contractor shall provide copies of their daily construction reports to the Construction Manager's either through the Submittal Program or Electronically via E-mail. These reports shall be submitted no later than 10:00am the following workday. The daily reports shall provide detailed information concerning the Prime Contractors' activities and operation only. Daily Construction Reports to the Construction Manager shall detail manpower for each subcontractor and direct work-force, weather and work activities on site.

3. Each Prime Contractor shall have responsible representation at the **MANDATORY** weekly job meetings held at the Construction Manager's job office from Notice of Award thru close out. These meetings will be held to arrange for a satisfactory coordination of all building trades so as not to impede job progress. Prime Contractors or subcontractors who fail to attend the meetings (even if no work was performed) will be **back-charged $500.00 per each occurrence.**

4. Each Prime Contractor shall submit two-week look ahead schedules identifying the anticipated activity, and material needs for all of the work scheduled to be formed by the Prime Contractor and his subcontractors for the identified time period. Each Prime Contractor shall keep this schedule current and provide a biweekly report to the Construction Manager concerning the actual performance and activity compared to the two-week look ahead. The two-week look ahead shall be uploaded to the submittal Program by the End of Business of each weekly meeting.

5. The MEP Coordination shall follow the guidelines stated below:

    a. Each Prime Contractor shall have sufficient responsible representatives at mechanical/electrical/plumbing coordination meetings held at a location to be determined. These meetings shall be held as frequently as required by the Construction Manager or any other Prime Contractor. The General Construction Prime Contractor shall also include a representative at these meetings.

    b. All Contractors are expected to jointly produce coordination drawings. Prime Contractors are to first submit their respective shop drawings for approval, to the Owner's Architect and Engineers in order to make any necessary changes prior to going through the coordination process. The HVAC Contractor shall provide orange line CAD Drawings showing all of the approved ductwork. The HVAC Contractor shall locate on these CAD Drawings all piping in orange pencil/ lines. The Plumbing Contractor shall locate the plumbing lines on these CAD Drawings in blue pencil/ lines. The Electrical Contractor shall indicate conduit runs in green pencil/ lines. The General Construction Prime will have the last coordination review. As each coordination drawing is completed, Contractors are to meet with the Construction Manager and the Architect to review and resolve all identified conflicts on the coordination drawings.

    Note: for areas without HVAC work, the Mechanical Prime shall provide the necessary CAD Drawings with black line. All coordination meetings will be held at the Construction Manager's office.

c. It is the responsibility of the Prime Contractor for General Construction to coordinate all points of entry through the foundations, slab penetrations, sleeves, roof openings and penetrations, wall openings and penetrations etc. with the work of all other Contractors, including but not limited to M. E. P. Primes, kitchen equipment, casework and casework accessories.

d. It is the responsibility of each Prime Contractor to coordinate with the architectural details and elements, such as soffits, variations in ceiling height and materials, fire/smoke partitions or barriers, folding partition, doors, lockers, and any other general construction items that impact the space above the ceiling or otherwise requiring light framing and/or miscellaneous support or bracing.

6. Site cleanliness: If any Prime Contractor fails to keep the site safe and clean within four hours of being notified by the Construction Manager either verbally or in writing, the Construction Manager will have this work performed and back charged to the appropriate Prime Contractor at prevailing overtime rates plus 15%. Notice to field personnel is deemed notice to this Prime Contractor.

7. Dust and fume control is essential to the reduction of health risks to the surrounding personnel. Methods of dust control shall include but not be limited to the following:

   a. Adequate ventilation.
   b. Wetting down.
   c. Keeping bags of insulating materials, cement, etc. closed.
   d. Controlled mixing of materials under field conditions.
   e. Special attention should be utilized in sawing of insulation and certain acoustical materials and storage of materials.
   f. Job housekeeping must be maintained.
   g. Advising all personnel of hazardous conditions, including supervisors and workmen.
   h. Installing temporary barriers.
   i. Each Prime Contractor shall be responsible for instituting the above policies to insure minimal impact to surrounding occupied areas.

8. Each Prime Contractor shall confine operations on the premises to areas designated by the Construction Manager and permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the premises with any materials or equipment. Each Prime Contractor shall coordinate all of his operations with, and secure approval from, the Construction Manager before using any portion of the Premises. Field personnel are to be confined to the work area assigned.

9. Where material is specified to be furnished by others or furnished and delivered only, the Prime Contractor installing the material shall be responsible for scheduling the delivery and receiving, unloading, storing, handling, relocating, hoisting, distribution, laying out and installing this material. Upon receipt of material by the Prime Contractor installing the material, any risk of loss and damage of the material shall be the responsibility of that Prime Contractor accepting the material.

10. All Prime Contractors and their subcontractors shall allow sufficient time to inspect and accept the work of the previous Contractors. Should any discrepancies be discovered, The Construction Manager shall be notified sufficiently in advance so that corrective action can be agreed to and taken (by all necessary parties) without affecting the progress of any Contractor or the work.

11. All Prime Contractors are advised to exert the utmost care and diligence when working in or near any existing buildings or site work which is to remain. The absence of protection around such items shall not excuse any of the Prime Contractors from their liability to provide protection. Any damages to the existing buildings, sitework or facilities shall be repaired and expensed to the responsible Prime Contractor.
12. Each Prime Contractor shall be solely responsible to remove and replace the existing ceiling tiles and grid in areas of the existing building where their work is required but new ceilings are not scheduled. In the event that the existing ceilings are damaged and cannot be replaced to the satisfaction of the Owner, the responsible Prime Contractor shall be solely responsible for replacing, in kind, the existing ceilings with new tile and grid. A qualified Contractor, acceptable to the Owner, shall perform all ceiling replacements.
13. All disconnect and/or tie-in work involving any utilities that would interfere with the ongoing operations of the Owner shall be completed on an after-hours basis. The performance of this work shall be projected on the required schedules and the Owners Representative is to be notified at least forty-eight hours in advance of commencing with this work. All overtime and standby personnel necessary to complete these tie-ins shall be the responsibility of the Prime Contractor performing the work.
14. At the same time the Prime Contractor submits their Insurance Certificate they shall also submit to the Construction Manager the labor rates of each category of labor for which he or his subcontractors shall employ (either directly or indirectly). This information shall be itemized in the format shown below.

Contractor's Name	
Contractor's Address	
Contractor's Office Phone	
Contractor's Fax Number	
Contractor's Email Address	

Labor Rate Breakdown					
Worker's Title		**Journey man**	**1.5 Rate**	**Fore man**	**1.5 Rate**
Base Hourly Rate					
Payroll Tax & Insurance:	**% Per Hr**				
FICA					
Federal Unemployment					
State					
Workers Compensation					
Disability					
Other (Explanation Required)					
Subtotal					
Benefits:	**$ Per Hr**				
Vacation					

Health & Welfare					
Pension					
Annuity					
401K Fund					
Other (Explanation Required)					
Other (Explanation Required)					
Subtotal					
Hourly Labor Rate					

XI. REQUEST FOR INFORMATION (RFIs)

1. Refer to the specifications for a complete explanation of the Request For Information process, and copy of the RFI form. RFIs will be corresponded electronically and will be required for an interpretation needed by the Architect of the Drawings and Specifications. Questions asked within the field to the Architect or Engineer, shall be recorded by the prime contractor asking the question and submitted via RFI for formality.

XII. TESTING/INSPECTIONS

1. If NYSED, the Architect or Owner or determines that any work requires special inspection, testing or approval, the Construction Manager will instruct the Prime Contractor of such special inspection, or testing. If such special inspection or testing reveals a failure of the work to comply with the requirements of the Contract Documents, the Prime Contractor responsible shall bear all costs thereof, including compensation for the Architect's, Construction Manager, and Testing Lab costs.
2. Each Prime Contractor shall furnish incidental labor to:
    a. Provide access to the work to be tested, sampled and inspected.
    b. Obtain and handle samples at the project site or at the source of the product to be tested.
    c. Facilitate inspections, samplings and tests.
    d. Coordinate with the Owners Rep and testing lab and submit schedule of required tests one week in advance.
    e. Coordinate inspections
3. As they relate to the timely prosecution of the work, all Prime Contractors shall coordinate independent testing and inspections. If any Prime fails to coordinate such inspections and additional costs are incurred to the Owner, the Prime Contractor will be responsible for that inspection cost.
4. **The following is a list of intended controlled inspections:**
    a. Soil bearing, sub-grade inspection and/or compaction
    b. Concrete field and plant testing & rebar placement
    c. Masonry or stone field inspection, mortar sampling, reinforcement placement inspection
    d. Structural steel field welding, bolting, connections, and metal deck
    e. Asphalt and sub-base inspection
    f. Soil compaction, density and sieve analysis testing, soil bearing

g. Water and air infiltration for windows
h. Roofing & flashing – ***by Contractor performing the work***
i. Waterproofing
j. Under slab plumbing work – ***by Contractor performing the work***
k. Firestopping
l. Fireproofing
m. Underwriters/UL inspection – ***by Contractor performing the work***
n. Asbestos air monitoring

5. The Architect and Construction Manager shall be notified twenty-four hours prior to the need of testing, in the event the Contractor does not give proper notification and the work is done with no test, that Contractor will bear all costs for such tests.

6. ***All controlled inspection testing costs will be paid for by the Owner except as noted above ("by Contractor performing the work").***

7. As part of the two-week look ahead, each Prime Contractor shall provide the Construction Manager with a schedule of all anticipated on-site Owner supplied inspections (if any are required). The Prime Contractor shall submit all requests for Owner-supplied inspection for all items of controlled inspection by 1:30 p.m. of the day previous.

XIII. CHANGES TO THE WORK

1. Refer to Article 7 of the General Conditions for additional information pertaining to this subject.

2. All change proposals for extra work by the Prime Contractors shall be submitted to the Construction Manager, with a complete labor and material breakdown and on the basis of net difference in quantities. The Owner reserves the right to request adequate back up such as invoices, subcontractor quotes, etc., to substantiate the change order cost. Current labor rates for all trades are to be submitted to the Construction Manager by the respective Prime Contractors at the first scheduled job meeting. When both additions and deductions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease.

   All change requests shall follow the cost breakdown found in Article 8 of the General Conditions.

XIV. SCHEDULE OF VALUES/PAYMENTS

1. Within one week after Notice of Award , the Prime Contractor shall submit a detailed billing breakdown on the AIA G702/ G703 – CM Version form for approval by Construction Manager and Architect. No payments will be made until such billing breakdown is approved. Each Prime Contractor will be **required to breakdown the project cost for each building project, by NYSED #.**

2. The schedule of values will be reviewed and adjusted if necessary. Once approved, the schedule of values is to be used for the AIA pay application. The schedule of value will take into account and include at minimum the following items:

   a. Bonds/Insurance based on actual invoice amount
   b. Labor and material shown per line items greater than $10,000 in work.
   c. Submittals - 1% of contract sum

d. Punch list - 1% of contract sum
e. Close-out documents/warranties - 3% of the contract sum
f. Meeting Attendance & Meeting Documentation - 2% of the contract sum
g. Mobilization and Demobilization
h. Allowances
i. Approved Alternates

Note: Punch list value will be dispersed only when the work has been confirmed to be completed 100%. ALL PAYMENT APPLICATIONS SHALL INCLUDE A 5% RETAINAGE FACTOR.

3. The Owner has elected to require the Prime Contractor to submit releases of liens with respect to all Work previously performed and for which payments were made under a preceding application. Beginning with the second payment requisition and with each subsequent payment requisition, each Prime Contractor shall furnish to Owner the following documents:
    a. Labor and/or Materials Affidavit
    b. Daily and Weekly Wage Affidavit
    c. Prime Contractor's-Partial Release and Wavier of Lien
4. Monthly Payment Applications for Payments shall be made as per Article 9 of the General Conditions of the Contract
5. **Each Prime Contractor will be responsible to electronically file certified payroll directly with the NYS Department of Labor through their electronic portal, per NYS DOL governing law.**
6. All Payment Applications for Payment are to include copies of certified payroll for each employee working directly under the Prime Contractor, as well as all subcontractors working under agreements with the Prime Contractor.
7. All Payment Applications for Payment are to include 10-Hour (or higher) OSHA cards for all workers listed on the certified payrolls.

XV. PUNCH LIST

1. Upon substantial completion of each phase of work, each Prime Contractor is to submit to the Owner/Architect/Construction Manager a letter declaring the work is substantial complete. Included with said letter is to be the Contractor's punch list.

    Upon the receipt of above, the Construction Manager will schedule with the Owner, Architect, and Contractor a walk through to develop an Owner's punch list. This Owner's punch list agreed by all parties shall serve as the only punch list. Upon failure to complete the Owner's punch list within four weeks from receipt, the Owner reserves the right to complete same work and back charge the costs of material, labor, supervision and other incidental costs.

XVI. INSURANCE/INDEMNIFICATION

1. All Prime Contractors must issue a Certificate of Insurance with liability limits as defined in the General Conditions and Division 01, naming Triton Construction Company, The Architect, The Architect's Consultants and the School District as an 'Additional Insured' in addition to all other parties as stipulated in the General Conditions of the Contract in the project manual.

2. All Prime Contractors agree to indemnify and hold harmless Triton Construction Company LLC., The Architect, The Architect's Consultants, the School District, its agents and employees in addition to all other parties as stipulated in the General Conditions of the Contract in the project manual.
3. All Prime Contractors and Sub-Contractors/sub-subcontractor's/vendors/etc. insurance/indemnification shall comply with Article 11 "Insurance" as specified in the General Conditions of the Contract in the project manual.

Specific Scope Requirements for Each Prime Contractor

Each Prime Contractor is to refer to the technical specifications and drawings for further, or more comprehensive requirements.

Each Prime Contractor, Cooperative, OGS shall be responsible to review all drawings and specifications while determining the designated scope of work for their trade. All contractors shall coordinate with all other contractors working in the subject area in order to provide a complete and finished product to hand over to the district at the duration of the project

Prime Contractor for General Construction - Contracts GC-1 & GC-2

Contracts: GC-1 and GC-2

1. The Prime Contractor for General Construction (GC) shall provide (1) dumpster in a common area at each project location (4 Schools). All dumpsters shall be enclosed with metal fencing and gate for protection and safety purposes accessible for all contractors. Provide signage referencing "Construction Debris Only" or similar. GC shall empty dumpsters when full. Each Prime Contractor GC, MC, PC and EC shall utilize this dumpster for all construction debris to maintain a safe and clean working environment. Each Prime Contractor shall broom sweep its respective work area at the end of each workday. The MC will include in his bid price the provision to remove large HVAC equipment from the site, at his own costs, including but not limited to RTUs, Chillers, Unit Ventilators, Boilers and Air Handlers
2. Construction Signage. This Prime Contractor shall include in their base price for all construction signage required by OSHA, Labor Law and the Site Logistics plans at areas of work. "Construction Area keep out", "Hard Hats Required" and "Authorized personal only" signage shall be posted at entrance to the work area signs shall be made of metal, durable PVC or laminated signage to endure the project duration.
3. Equipment Pads: This Prime Contractor shall provide concrete equipment pads as noted on the construction documents.
4. This Prime Contractor shall coordinate with the; Electrician and Mechanical Contractors to allow all Contractors unabated access to the building and surrounding work areas.
5. This Prime Contractor shall provide and maintain **two** temporary chemical toilets in a common area at each school (4 locations) for the duration of the projects. This requirement shall include all necessary paper products, supplies and services, as well as the maintenance of these toilets until all work is complete and the Owner assumes partial occupancy of the completed work areas. As a minimum, this Contractor shall include the pumping and servicing of these toilets twice per week.
6. This Prime Contractor will repair, replace, correct, or finish grade, topsoil, and seed all areas with-in the construction site and staging area that was disturbed by the work of this project.

7. This Prime Contractor shall provide and maintain all temporary plastic barriers, partition walls, doors, hardware and plywood barriers for the duration of the project to separate work areas from public areas and to maintain security, dust, and noise control. Temporary partitions and doors will be painted with 1x coat of primer and 2x coats of paint for esthetics. Where needed, temporary fire-rated systems will need to be installed to maintain the build's existing fire code conformance.
8. This Prime Contractor is responsible for protection of finished work. Including but not limited to; floors, walls, and doors. This Prime Contractor will provide, maintain, and remove the appropriate protection materials necessary to adequately protect his finished product.
9. **Existing Ceilings:** All Prime Contractors should note there are numerous areas where the existing ceilings are remaining. All Contractors shall be required to remove and reinstall any ceilings where work is being performed unless noted otherwise on the construction documents. If open ceilings are not replaced within a twenty-four hour period after a request by the Construction Manager, either verbal or written, the Construction Manager will have said ceilings reinstalled and all related costs will be back charged to said Contractor.

   Any damage or dirt from the removal and reinstallation of ceiling systems, caused by this Prime Contractor will the responsibility of this contractor to replace in kind, or better.
10. Unless otherwise noted in the construction documents, this Prime Contractor will repair and patch all walls, floors, and ceilings to match adjacent finishes after the removal of interior partitions, ceilings, floors, M.E.P. Conduit, piping and ductwork. This includes all walls and ceilings above finished ceilings or spaces. Each Prime Contractor will cut and cap their own work inside finished walls, floors and ceilings.
11. This Prime Contractor shall provide fire extinguishers for the life of the project, the extinguishers are to be hung and identified as per OSHA requirements (1 per 3000 sq ft, or better). These extinguishers are to be re-charged and inspected for the life of the project.
12. If due to location of fabrication plant, a local storage yard is required, all cost associated with this storage yard including receiving, unloading, storing, shake-out, reloading, and delivery to the site shall be this Prime Contractors' cost.
    a) The Owner may have an Inspector at the plant during the fabrication period. Appropriate access shall be provided at all times for this individual.
13. Openings in Existing Systems: Each respective Prime Contractor will be responsible to provide their own openings through existing walls, floors, and ceiling systems, in order to perform their work. Where new openings are required the MC and EC contractors shall coordinate with the GC for locations and size for opening to be incorporated into the existing system.
14. Roof Systems: In areas indicated on the construction drawings this Prime Contractor shall secure a qualified carpenter and structural steel trade to make all penetrations through the existing roof structure, patch, repair, reinforce roof structure, construct roof curb blocking etc. This Prime contractor shall also secure a qualified and certified roofer for all flashings, patches, roofing etc. as per manufacturer standards. GC shall coordinate with MC and EC for location of all roof openings to avoid conflict in installation. This Prime Contractor shall be responsible to install and maintain any temporary roof / opening protection to avoid any weather related infiltration in areas of roof penetrations.
15. This Prime Contractor will hire the services of an underground utility surveyor to locate and mark all existing underground utilities and services with-in the Area of Work.

16. This Prime Contractor is responsible for protection of finished work. This Prime Contractor will provide, maintain, and remove the appropriate protection materials necessary to adequately protect finished product.
    a. *Floor covering:* Once the finished floor is laid, this Prime contractor shall install and maintain sufficient protection such as: MDF, Plywood, "RamBoard", Polyethylene Film.
    b. *Wall covering:* Once the wall finishes have been installed, this prime contractor shall protect the newly installed wall finishes with sufficient protection or correct all damages once the work is complete- prior to Substantial Completion.
17. New Mechanical Roof Top Units and Exhaust Fans will be furnished and installed by the Mechanical Contract Prime, with final Electrical & Fire-Alarm terminations by the EC and FAC under separate contracts. Roof Top Curbs will be furnished, lifted/picked, and set/installed by the Mechanical Contract Prime. Blocking for curbs, final flashing, roof deck penetrations/openings and structural reinforcing shall be by the GC Prime as indicated above. Coordination between each trade to install the roof system in a seamless matter is required per each Prime's contract. The following sequence clarifies the coordination between the General Construction-Prime (GC), Mechanical (MC), Electrical (EC) trades and Fire Alarm for New Mechanical RTU/ Exhausts Fan Equipment:
    A. Roof Top Unit Curbs:
        1. Furnished, coordinated, lifted/picked and installed (excludes roof flashing) by Mechanical (MC) Prime
        2. Deck/Roof Opening, Structural Reinforcing, Blocking, Insulation and Roof Flashing by General Construction (GC) Prime
        3. Pipe Portals/ Pitch Pockets Furnished by Mechanical (MC) Prime
        4. Pipe Portals/ Pitch Pockets Installed and Flashed by General Construction (GC) Prime
    B. Rooftop Dunnage
        1. Furnished, coordinated, lifted/picked and installed by Mechanical (MC)
        2. Deck/Roof Opening, Structural Reinforcing, Blocking, Insulation and Roof Flashing by General Construction (GC) Prime
    C. Mechanical Equipment (RTUs):
        1. Furnished, hoisted/picked and installed by Mechanical (MC) Prime
        2. Piping by Mechanical (MC) Prime
        3. Ductwork by Mechanical (MC) Prime
        4. Controls by Mechanical (MC) Prime
        5. Electrical by Electrical (EC) Prime
        6. Fire Alarm/ Shutdowns by Fire Alarm (FAC) Prime, Contract FA-1

    Temporary protection of open curbs prior to units being installed will be provided and maintained by the General Construction Contractor in cooperation of all other trades. Water infiltration as a result the Mechanical or Electrical Prime or Fire Alarm Contractor not re-protecting open roof curbs, will be the sole responsibility of that trade to reimburse the GC Prime - to correct the temporary protection. Any damages to the interior finishes of the building, caused by water infiltration, will be the responsibility of that Prime Contractor causing the leak, to correct the damages per the terms of the General Conditions.

18. This prime Contractor shall work closely with the district to coordinate the removal and reusing of existing door hardware. Maintain all existing and proposed door fire ratings. Protect all surrounding areas to and repair if damaged
19. This Prime contractor shall review all drawings and details to determine the extent of removal and replacement of ceilings, wall penetrations and repairs, patching, etc. in areas of mechanical and electrical work where identified on the construction documents.

Prime Contractor for Mechanical Construction - Contracts MC-1 & MC-2

Contracts: MC-1 and MC-2

1. The Prime Contractor for General Construction (GC) shall provide (1) dumpster in a common area at each project location (4 Schools). All dumpsters shall be enclosed with metal fencing and gate for protection and safety purposes accessible for all contractors. Provide signage referencing "Construction Debris Only" or similar. GC shall empty dumpsters when full. Each Prime Contractor GC, MC, PC and EC shall utilize this dumpster for all construction debris to maintain a safe and clean working environment. Each Prime Contractor shall broom sweep its respective work area at the end of each workday. The MC will include in his bid price the provision to remove large HVAC equipment from the site, at his own costs, including but not limited to RTUs, Chillers, Unit Ventilators, Boilers and Air Handlers
2. The MC shall use the dedicated staging areas for the MC's Construction Field Office. The MC will be required to remove and reinstall the fencing that surrounds this location for installation of the MC's construction office. The **EC** will be required to install electric the MC's expense. Electric bills to the trailer only will be paid by the Owner. If required and/or shown on the construction drawings and logistics plan
3. Construction Signage. This Prime Contractor shall include in their base price for all construction signage required by OSHA, Labor Law and the Site Logistics plans at areas of work. "Construction Area keep out", "Hard Hats Required" and "Authorized personal only" signage shall be posted at entrance to the work area signs shall be made of metal, durable PVC or laminated signage to endure the project duration.
4. Equipment Pads: This Prime Contractor shall provide concrete equipment pads as noted on the construction documents.
5. **Existing Ceilings:** All Prime Contractors should note there are numerous areas where the existing ceilings are remaining. All Contractors shall be required to remove and reinstall any ceilings where work is being performed unless noted otherwise on the construction documents. If open ceilings are not replaced within a twenty-four hour period after a request by the Construction Manager, either verbal or written, the Construction Manager will have said ceilings reinstalled and all related costs will be back charged to said Contractor.

   Any damage or dirt from the removal and reinstallation of ceiling systems, caused by this Prime Contractor will the responsibility of this contractor to replace in kind, or better.
6. This Prime Contractor shall coordinate with all Prime Contractors to allow all Contractors unabated access to the building.
7. Access to Work within Existing Walls, Ceiling & Floors: Unless otherwise noted in the construction documents, this Prime Contractor will cut and cap their own work inside finished walls, floors and

ceilings. Access for removals, installation and capping within existing chase walls, walls, soffits or hard ceilings will be cut and patched by this Prime Contractor for access.

8. Each Prime Contractor is required to fire stop and/ or smoke stop all walls, floors and ceilings after completion of all their own work.
9. This Prime Contractor shall provide fire extinguishers for the life of the project, the extinguishers are to be hung and identified as per OSHA requirements (1 per 3000 sq ft, or better). These extinguishers are to be re-charged and inspected for the life of the project.
10. This Prime Contractor is responsible for protection of finished work. This Prime Contractor will provide, maintain, and remove the appropriate protection materials necessary to adequately protect his finished product.
11. This Prime Contractor shall provide and maintain all temporary plastic barriers, partition walls, doors, hardware and plywood barriers for the duration of the project to separate work areas from public areas and to maintain security, dust, and noise control. Temporary partitions and doors will be painted with 1x coat of primer and 2x coats of paint for esthetics. Where needed, temporary fire-rated systems will need to be installed to maintain the build's existing fire code conformance.
12. Openings in Existing Systems: Each respective Prime Contractor will be responsible to provide their own openings through existing walls, floors, and ceiling systems, in order to perform their work.. Where new openings are required the MC and EC contractors shall coordinate with the GC for locations and size for opening to be incorporated into the existing system.
13. Core Drilling: This Prime Contractor shall provide their own core drilling through existing and new walls, floor/slab or foundation systems.
14. Roof Systems: This Prime Contractor shall be responsible to coordinate, locate and layout all roof penetrations with the GC and EC prior to removal of any roofing or roof structures. This shall include but is not limited to roof curbs, pitch pockets, vents, etc. GC to make penetrations.
15. This Prime Contractor will hire the services of an underground utility surveyor to locate and mark all existing underground utilities and services with-in the Area of Work.
16. Under slab **MEP Trenching at New & Existing Slabs**:

    New & Existing Slabs: This Prime contractor will be responsible to coordinate with the GC contractor and Construction Manager through the Contract Documents and the Coordination Drawings, for any under-slab piping. This Prime Contractor will be responsible to provide the trenching, bedding, backfill and compaction for such under-slab items. Any under slab or underground piping, wiring, etc. locations shall be documented and provided to the Owner, Construction Manager, and Architect for record.
17. New Mechanical Roof Top Units and Exhaust Fans will be furnished and installed by the Mechanical Contract Prime, with final Electrical & Fire-Alarm terminations by the EC and FAC under separate contracts. Roof Top Curbs will be furnished, lifted/picked, and set/installed by the Mechanical Contract Prime. Blocking for curbs, final flashing, roof deck penetrations/openings and structural reinforcing shall be by the GC Prime as indicated above. Coordination between each trade to install the roof system in a seamless matter is required per each Prime's contract. The following sequence clarifies the coordination between the General Construction-Prime (GC), Mechanical (MC), Electrical (EC) trades and Fire Alarm (FAC) for New Mechanical RTU/ Exhausts Fan Equipment:
    A. Roof Top Unit Curbs:

1. Furnished, coordinated, lifted/picked and installed (excludes roof flashing) by Mechanical (MC) Prime
2. Deck/Roof Opening, Structural Reinforcing, Blocking, Insulation and Roof Flashing by General Construction (GC) Prime
3. Pipe Portals/ Pitch Pockets Furnished by Mechanical (MC) Prime
4. Pipe Portals/ Pitch Pockets Installed and Flashed by General Construction (GC) Prime

B. Rooftop Dunnage
   1. Furnished, coordinated, lifted/picked and installed by Mechanical (MC) Prime
   2. Deck/Roof Opening, Structural Reinforcing, Blocking, Insulation and Roof Flashing by General Construction (GC) Prime

C. Mechanical Equipment (RTUs):
   1. Furnished, hoisted/picked and installed by Mechanical (MC) Prime
   2. Piping by Mechanical (MC) Prime
   3. Ductwork by Mechanical (MC) Prime
   4. Controls by Mechanical (MC) Prime
   5. Electrical by Electrical (EC) Prime
   6. Fire Alarm/ Shutdowns by Fire Alarm (FAC) Prime, Contract FA-1

Temporary protection of open curbs prior to units being installed will be provided and maintained by the General Construction Contractor in cooperation of all other trades. Water infiltration as a result the Mechanical, the Electrical or Fire Alarm Prime not re-protecting open roof curbs, will be the sole responsibility of that trade to reimburse the GC Prime - to correct the temporary protection. Any damages to the interior finishes of the building, caused by water infiltration, will be the responsibility of that Prime Contractor causing the leak, to correct the damages per the terms of the General Conditions.

18. This Prime Contractor shall pay specific attention to the work involved in the boiler replacement project at Somers High School. All areas interior and exterior shall be protected for the removal and installation of the boilers. Any damage to the building or site while unloading or loading the boilers into or out of the building shall be repaired by this Prime Contractor. This contractor is responsible for the proper disposal of the existing boilers and associated ductwork and piping.

Prime Contractor for Electrical Construction - Contracts EC-1 & EC-2

Contracts: EC-1 and EC-2

1. The Prime Contractor for General Construction (GC) shall provide (1) dumpster in a common area at each project location (4 Schools). All dumpsters shall be enclosed with metal fencing and gate for protection and safety purposes accessible for all contractors. Provide signage referencing “Construction Debris Only” or similar. GC shall empty dumpsters when full. Each Prime Contractor GC, MC, PC and EC shall utilize this dumpster for all construction debris to maintain a safe and clean working environment. Each Prime Contractor shall broom sweep its respective work area at the end of each workday. The MC will include in his bid price the provision to remove large HVAC equipment from the site, at his own costs, including but not limited to RTUs, Chillers, Unit Ventilators, Boilers and Air Handlers

2. The MC shall use the dedicated staging areas for the MC's Construction Field Office. The MC will be required to remove and reinstall the fencing that surrounds this location for installation of the MC's construction office. The **EC** will be required to install electric the MC's expense. Electric bills to the trailer only will be paid by the Owner. If required and/or shown on the construction drawings and logistics plan
3. Electrical Safety Signage and Lockout/Tagout Identification: This Prime Contractor shall include in its base price all costs to provide, maintain and remove electrical safety signs, warning labels, barricade identification and lockout/tagout identification required for its Work. Signs shall identify electrical hazards and restrict unauthorized access to electrical work areas and equipment, including "Danger—Electrical Hazard," "Do Not Enter—Authorized Personnel Only" and "Do Not Energize," as applicable. This Prime Contractor shall provide and maintain locks, tags and associated identification required for isolation of electrical equipment and circuits in connection with its Work and shall coordinate shutdowns, isolation and re-energization with the Construction Manager, Owner and affected trades. Signage shall be durable and legible for the duration of the applicable work or hazard. General construction-area signage shall be provided by the applicable General Construction Prime Contractor, and general site and perimeter signage shall be provided by the Site Construction Prime Contractor. This allocation shall not relieve the Electrical Prime Contractor of responsibility for electrical safety signage and lockout/tagout identification associated with its Work.
4. Equipment Pads: This Prime Contractor shall provide concrete equipment pads as noted on the construction documents.
5. **Existing Ceilings:** All Prime Contractors should note there are numerous areas where the existing ceilings are remaining. All Contractors shall be required to remove and reinstall any ceilings where work is being performed unless noted otherwise on the construction documents. If open ceilings are not replaced within a twenty-four hour period after a request by the Construction Manager, either verbal or written, the Construction Manager will have said ceilings reinstalled and all related costs will be back charged to said Contractor.

   Any damage or dirt from the removal and reinstallation of ceiling systems, caused by this Prime Contractor will the responsibility of this contractor to replace in kind, or better.
6. This Prime Contractor shall coordinate with the; General Contractor and Mechanical Contractors to allow all Contractors unabated access to the building and surrounding work areas.
7. The Prime Contractor for Electrical is to temporarily support existing ceiling mounted equipment/devices (i.e., speakers, fire alarm apparatuses, exit signs, wiring, light fixtures, etc.) as required for demolition of existing ceilings until new equipment/devices are installed or existing equipment/device can be permanently remounted in the new ceiling by this Prime Contractor – whether shown on the plans or not.
8. The Prime Contractor for Electrical shall include in his base price all costs associated with providing and maintaining adequate temporary light and power to all areas of work required by the construction documents. Each major area of work shall be provided with an adequate sized distribution panel for temporary light and power.
9. The Prime Contractor for Electrical shall provide temporary power at each major area of work if required. require 220V temporary power for masonry work, mixers, steel work, or fire proofing work, compressors etc. shall be provided by this Prime Contractor.

10. The Prime Contractor for Electrical shall replace all burned out light bulbs, within the work areas, when building is turned over to the owner at substantial completion.

11. Access to Work within Existing Walls, Ceiling & Floors: Unless otherwise noted in the construction documents, this Prime Contractor will cut and cap their own work inside finished walls, floors and ceilings. Access for removals, installation and capping within existing chase walls, walls, soffits or hard ceilings will be cut and patched by this Prime Contractor for access.

12. Each Prime Contractor is required to fire stop and/ or smoke stop all walls, floors and ceilings after completion of all their own work.

13. This Prime Contractor shall provide fire extinguishers for the life of the project, the extinguishers are to be hung and identified as per OSHA requirements (1 per 3000 sq ft, or better). These extinguishers are to be re-charged and inspected for the life of the project.

14. This Prime Contractor shall provide and maintain all temporary plastic barriers, partition walls, doors, hardware and plywood barriers for the duration of the project to separate work areas from public areas and to maintain security, dust, and noise control. Temporary partitions and doors will be painted with 1x coat of primer and 2x coats of paint for esthetics. Where needed, temporary fire-rated systems will need to be installed to maintain the build's existing fire code conformance.

15. Openings in Existing Systems: Each respective Prime Contractor will be responsible to provide their own openings through existing walls, floors, and ceiling systems, in order to perform their work.. Where new openings are required the MC and EC contractors shall coordinate with the GC for locations and size for opening to be incorporated into the existing system.
16. Core Drilling: Each respective Prime Contractor shall provide their own core drilling through existing and new wall, floor/slab or foundation systems.
17. Roof Systems: This Prime Contractor shall be responsible to coordinate, locate and layout all roof penetrations with the GC and EC prior to removal of any roofing or roof structures. This shall include but is not limited to roof curbs, pitch pockets, vents, etc. GC to make penetrations.

18. This Prime Contractor is responsible for protection of finished work. This Prime Contractor will provide, maintain, and remove the appropriate protection materials necessary to adequately protect his finished product.

19. This Prime contractor will modify existing power devices where walls are receiving new finishes, such as Tile, etc.
    Surface Mounted Devices: This Prime Contractor shall remove all existing surface-mounted Electrical Devices such as light switches, receptacles, junction boxes, etc., on walls receiving new finishes, such as Tile, etc., and shall reinstall devices on face of new finish. This includes any type of surface-mounted conduit/ wire-mold.
    Recessed Devices: This Prime Contractor shall modify any in-wall/recessed Electrical Devices such as light switches, receptacles, junction boxes, etc., with collars or extensions to meet the face of the new wall finish in areas where existing walls are receiving new finishes, such as tile, etc.,.
20. This Prime Contractor is to develop a separate site-specific electrical service shutdown/upgrade schedule within four weeks after Notice of Award. This schedule will be developed in conjunction with the Construction Manager and the Owner. No shutdown/transfer will be permitted at any time without

prior written notification. The Prime Contractor for Electrical shall provide temporary power for all 'others' work ongoing at the site during any electrical shutdown or transfer period that would otherwise deny other Contractors power. No shutdown or transfer shall be allowed during active school hours. Any and all shutdowns must be scheduled on the Owners off days (weekends, holidays). Any shutdown longer than three days will require this Prime Contractor to supply temporary power for the Owner (i.e., generators). The Electrical Prime Contractor shall provide a minimum of forty-eight hours' notice to the Owner and the Construction Manager or any necessary power shutdown.

21. Under slab **MEP Trenching at New & Existing Slabs**:
New & Existing Slabs: This Prime contractor will be responsible to coordinate with the GC contractor and Construction Manager through the Contract Documents and the Coordination Drawings, for any under-slab piping. This Prime Contractor will be responsible to provide the trenching, bedding, backfill and compaction for such under-slab items. Any under slab or underground piping, wiring, etc. locations shall be documented and provided to the Owner, Construction Manager, and Architect for record.

22. New Mechanical Roof Top Units and Exhaust Fans will be furnished and installed by the Mechanical Contract Prime, with final Electrical & Fire-Alarm terminations by the EC and FAC under separate contracts. Roof Top Curbs will be furnished, lifted/picked, and set/installed by the Mechanical Contract Prime. Blocking for curbs, final flashing, roof deck penetrations/openings and structural reinforcing shall be by the GC Prime as indicated above. Coordination between each trade to install the roof system in a seamless matter is required per each Prime's contract. The following sequence clarifies the coordination between the General Construction-Prime (GC), Mechanical (MC), Electrical (EC) trades and Fire Alarm (FAC) for New Mechanical RTU/ Exhausts Fan Equipment:
    A. Roof Top Unit Curbs:
        1. Furnished, coordinated, lifted/picked and installed (excludes roof flashing) by Mechanical (MC) Prime
        2. Deck/Roof Opening, Structural Reinforcing, Blocking, Insulation and Roof Flashing by General Construction (GC) Prime
        3. Pipe Portals/ Pitch Pockets Furnished by Mechanical (MC) Prime
        4. Pipe Portals/ Pitch Pockets Installed and Flashed by General Construction (GC) Prime
    B. Rooftop Dunnage
        1. Furnished, coordinated, lifted/picked and installed by Mechanical (MC)
        2. Deck/Roof Opening, Structural Reinforcing, Blocking, Insulation and Roof Flashing by General Construction (GC) Prime
    C. Mechanical Equipment (RTUs):
        1. Furnished, hoisted/picked and installed by Mechanical (MC) Prime
        2. Piping by Mechanical (MC) Prime
        3. Ductwork by Mechanical (MC) Prime
        4. Controls by Mechanical (MC) Prime
        5. Electrical by Electrical (EC) Prime
        6. Fire Alarm/ Shutdowns by Fire Alarm (FAC) Prime, Contract FA-1

    Temporary protection of open curbs prior to units being installed will be provided and maintained by the General Construction Contractor in cooperation of all other trades. Water infiltration as a result the Mechanical, the Electrical, or the Fire Alarm Prime not re-protecting open roof curbs, will be the

sole responsibility of that trade to reimburse the GC Prime - to correct the temporary protection. Any damages to the interior finishes of the building, caused by water infiltration, will be the responsibility of that Prime Contractor causing the leak, to correct the damages per the terms of the General Conditions.

Prime Contractor for Plumbing Construction (PC)

Contracts: PC-1 & PC-2

Each Plumbing Prime Contractor shall provide all labor, supervision, materials, equipment, temporary services, permits, testing, start-up and closeout documentation necessary for a complete plumbing installation at its assigned campus, as shown in Division 22 and the Contract Documents. PC-1 applies to Campus Primrose; PC-2 applies to Campus Rt 202.

1. Debris Removal and Cleaning: The applicable General Construction Prime Contractor (GC-1 or GC-2) shall provide dumpsters for this trade at its assigned schools. Each Plumbing Prime Contractor shall collect, move, break down boxes and pallets, and place all debris resulting from its activities into the dumpsters daily. Each Plumbing Prime Contractor shall broom clean its work areas at the end of each day.
2. Construction Field Office: This Prime Contractor shall use the dedicated staging area approved by the Construction Manager for its construction field office. This Prime Contractor shall remove and reinstall fencing as required to install its office and shall provide electrical, sanitary, water, telephone, cable and other required service connections at its own expense. Electric bills for the trailer only shall be paid by the Owner.
3. Temporary Water Service: This Prime Contractor shall include in its base price all costs to provide one hose bib for temporary water service at each major building work area where a hose bib does not already exist. Hose bibs shall be installed at locations designated by the Construction Manager.
4. Existing Ceilings: This Prime Contractor shall remove and reinstall ceilings displaced by installation of its Work where ceiling removal is not indicated on the Architectural Drawings. If open ceilings are not replaced within twenty-four hours after a verbal or written request by the Construction Manager, the Construction Manager may have the ceilings reinstalled and back-charge all related costs to this Prime Contractor. Ceiling materials damaged or soiled by this Prime Contractor during removal and reinstallation shall be replaced by this Prime Contractor with materials in kind or better.
5. Access and Shutdown Coordination: This Prime Contractor shall coordinate with the applicable General, Mechanical and Electrical Prime Contractors to allow all Contractors unobstructed access to the building and surrounding work areas. Shutdowns and tie-ins affecting occupied facilities shall be scheduled through the Construction Manager and District and performed after-hours where required.
6. Access within Existing Walls, Ceilings and Floors: Unless otherwise indicated in the Contract Documents, this Prime Contractor shall cut and cap its own work inside finished walls, floors and ceilings. Openings required for access to removals, installation and capping within existing chase walls, walls, soffits or hard ceilings that are not indicated for removal and replacement by the General Construction Prime Contractor shall be cut and patched by the MEP Prime Contractor requiring access. For shared access to the same wall or ceiling system, the MEP Prime Contractor with the greatest extent of work requiring that shared access shall be responsible for cutting and patching the shared openings. The responsible Contractor shall be identified through coordination with the Construction Manager before openings are

made. Patching shall be performed by skilled tradespersons qualified for the associated carpentry, taping, painting or other finish work.

7. Firestopping and Smoke Stopping: This Prime Contractor shall firestop and/or smoke stop all wall, floor and ceiling penetrations resulting from its Work upon completion of that Work, in accordance with the Contract Documents.
8. Protection of Finished Work: This Prime Contractor shall provide, maintain and remove the protection materials necessary to adequately protect its finished Work.
9. Equipment Pads: Unless specifically indicated otherwise in the Contract Documents, this Prime Contractor shall provide all interior and exterior concrete equipment pads required for its plumbing Work, whether shown in the Contract Documents or not.
10. Under-Slab Plumbing at New and Existing Slabs:

    New Slabs: This Prime Contractor shall coordinate under-slab plumbing with the applicable General Construction Prime Contractor (GC-1 or GC-2) and the Construction Manager through the Contract Documents and coordination drawings. The applicable General Construction Prime Contractor shall provide trenching, bedding, backfill and compaction for these under-slab plumbing items. This Prime Contractor shall provide its final layout to the General Construction Prime Contractor before trenching, lay out and install its piping, establish piping elevations using the bedding provided, and complete required testing before backfilling.

    Existing Slabs: Where existing slabs require new or modified underground plumbing, the applicable General Construction Prime Contractor shall provide surveying/markout, sawcutting, trenching, bedding, backfill, doweling/reinforcing and placement of new concrete level with existing floors. This Prime Contractor shall provide its final layout before trenching, lay out and install its piping, establish piping elevations using the bedding provided, and complete required testing before backfilling. No concealment shall proceed until required testing and inspection have been completed.
11. Openings and Core Drilling: This Prime Contractor shall provide openings required for its Work through existing walls, floors and ceilings that are not shown for removal on the Architectural Drawings. For plumbing openings required in new wall, floor or ceiling systems, the applicable General Construction Prime Contractor shall coordinate locations and sizes with this Prime Contractor and frame the systems to incorporate the openings. This Prime Contractor shall provide its own core drilling through existing and new walls, floors, slabs and foundation systems. All slab, wall, ceiling and roof penetrations shall be coordinated with the applicable General, Mechanical and Electrical Prime Contractors, with roof openings performed as stated below.
12. Roof Systems: The applicable General Construction Prime Contractor shall make all penetrations through the existing roofing system using a qualified roofer certified for that system. This Prime Contractor shall coordinate and locate roof-deck openings required for its plumbing Work with the General Construction Prime Contractor, which shall make the roof-deck openings.

Prime Contractor for Site Construction (SC)

Contracts: SC-1

1. This Prime Contractor shall provide all necessary site refuse containers to maintain a safe and clean working environment. This Prime Contractor shall be responsible for emptying and/or replacing all containers on a regular basis or when full. All containers and disposal services shall be provided by a single entity. This Prime Contractor shall utilize carting services for carting of removed material. Rinse site if necessary to reduce dust. This Prime Contractor shall provide sufficient labor to broom sweep, clean and maintain a safe and clean job site on a daily basis.
2. This Prime Contractor shall use a dedicated staging area for equipment and material storage. This area shall be surrounded by fencing for safety and security purposes
3. Construction Signage. This Prime Contractor shall include in their base price all construction signage required by OSHA and the Site Logistics plans. At the site fence "Construction Area keep out", "Hard Hats Required" and "Authorized personal only" signage shall be posted every 10' on site fencing. This Prime Contractor shall reference the logistics plans for each project to include any other signage. designated for entry gates. Signs shall be made of either metal or durable PVC to endure the project duration.
4. The Prime Contractor shall protect, maintain, repair and re-route as necessary, the irrigation main, valve boxed, heads, etc. upon mobilization on site of the existing lower field natural turf.
5. If this Prime Contractor intends to use a Construction Field Office, the Construction manager must approve its location. This Prime Contractor will be responsible for temporary power panel and meter to the Field Office. The Prime contractor will be responsible to provide their own Power, phone, and Internet service for their office trailer. These costs will be borne by the Prime Contractor. Ownership will not pay for power. Any existing fencing or site elements that need to be removed to accommodate a field office shall be repaired at the completion of the project
6. This Prime Contractor shall provide and maintain temporary chemical toilets for the duration of the project. The quantity of these toilets should be as required to properly maintain sanitary facilities and easy access for the personnel on the job. This quantity shall be a minimum of four toilets per major work area. This requirement shall include all necessary paper products, supplies and services, as well as the maintenance of these toilets until all work is complete and the Owner assumes partial occupancy of the building additions and renovations. As a minimum, this Contractor shall include the pumping and servicing of these toilets twice per week.
7. This Prime Contractor shall protect all adjacent surfaces during construction. This contractor will be responsible for any damage to adjacent surfaces that occurred as a result of construction activity
8. This Prime Contractor shall modify the existing roadway and fencing as necessary to facility to ingress/egress of construction equipment & vehicles. The roadway and fencing shall be restored to its prior condition upon substantial condition. This site contractor is responsible for all permits and fees for curb cuts associated with the Logistics drawings and overall construction of fields. See logistics plans for further details.
9. As shown on the logistics plan, this Prime Contractor shall include in his bid price, all costs to provide an **6' ht.** rental type chain link construction fencing and gates. All fencing shall have a tightly woven, blind screen mesh installed on the "construction" side of the fence. Mesh to be dark green or black. When directed by the Construction Manager, this Prime Contractor shall remove and dispose of this fencing and all related materials. Gates for man access shall be passive to the exterior of the jobsite during the event

of an emergency, but remain closed for un-authorized entry during construction. All gates shall be locked when the site is not active, with a double-keyed system, granting the District access to the site at all times.

10. This Prime Contractor shall phase the work to allow for emergency and the Districts vehicles access throughout site and garage.
11. This Prime Contractor is responsible for temporary soil retention, complying with all OSHA regulations for sloping/benching soils at locations of excavation of any kind. Alternately, the contractor must hire a license NYS PE to design a shoring or support of excavations plan for all locations including the retaining walls.
12. This Prime Contractor is responsible for all associated work of the new asphalt and parking lot areas including but not limited to survey, demolition removals of existing site, trenching, backfill, grading, asphalt, concrete, rebar, striping, etc. in accordance with the civil construction documents. Coordinate all electrical poles, and all other utilities.
13. This Prime Contractor is responsible for all trenching, backfill, compaction, and restoration of the site for installation of all drainage structures, pipes, sanitary equipment and electrical lines. Refer to the construction documents for all trenching details regarding the drainage and sanitary systems.
14. This Prime Contractor is responsible for removing and properly disposing of all existing fill, which is deemed not suitable by the Architect or Testing lab for use in construction and/or additional fill not utilized in the construction. All trucking will be coordinated with the district in accordance with setting blackout dates and times and coordinated with all other MEP Primes.
15. This Prime Contractor is responsible for all demolition and removals as noted on the construction drawings. This is including but not limited to all asphalt, concrete, fencing, soil, equipment, etc.... to complete the scope of work outlined. This Prime is to include all trucking, equipment, manpower, etc.… in their base bid to successfully remove and dispose of materials.
16. This Prime Contractor is responsible for installing and connecting all underground drainage/stormwater structures, piping and systems as shown as the Civil drawings. Stormwater and ponding during the period when final connections have yet to be made shall be managed by this Prime Contractor. Ponding water within or directly outside the site due to construction activities will be mitigated by this Prime contractor by removing the water by pumping or with re-grading the disturbed area. This trade will also be responsible for all stormwater provisions as part of the civil plans including any stormwater piping passing below/through retaining wall.
17. This Prime Contractor is responsible for establishing and maintaining a soil erosion fence around the disturbed site during the entirety of construction, until authorized by the Civil Engineer to remove such provisions. This Prime contractor shall also provide erosion control at each existing and new nearby storm basin structure. Reference shall be made to the construction plans & documents for additional Soil Erosion provisions required by this Prime Contractor.
18. This Prime Contractor shall hire the services of a third-party underground utility surveyor to locate and mark all existing underground utilities and services within the Area of Work. This must be completed prior to any excavation or penetration into the ground.
19. This Prime Contractor shall include all seeding, sod, and soil restoration as noted on the drawings once construction activities have completed, this contractor must maintain these for 2 growing seasons.

20. This Prime Contractor shall include in his base price all construction signage defined by the logistics plans in the contract documents, all construction signs required by OSHA. All fencing will have "no trespassing", Keep out", and Authorized Personnel only signs installed every 50'
21. This Prime contractor is responsible for further research and complying with the local noise ordinances for construction noise and hours of operations. All violations of these ordinances that result in fine or disciplinary action brought on upon by the governing body will be borne to the Prime Contractor responsible for creating the noise. In this case work will stop and the prime contractor will be required to complete and comply before work can begin again. If deemed necessary by the Architect, CM or Owner the rental of a vibration or noise monitoring device will be required to be placed on site by the Prime Contractor during the construction process.
22. This Prime Contractor shall provide temporary power for site work and equipment that may require 220V temporary power. Power is to be provided at each major area of work if required.
23. This Prime Contractor is responsible for protection of finished work. This Prime Contractor will provide, maintain, and remove the appropriate protection materials necessary to adequately protect his finished product.
24. This Prime Contractor is responsible for all rough-ins, sleeves, underground, within concrete, etc.

Prime Contractor for Fire Alarm Construction (FAC) –

Contracts: FA-1

1. Contract Scope and Building Coverage: Contract FA-1 applies to Primrose Elementary School and Somers Intermediate School. The Fire Alarm Contractor (FAC) shall provide all labor, supervision, materials, equipment, programming, testing, temporary measures and closeout documentation necessary for a complete and operational fire alarm system as shown in Division 28 and the Contract Documents. These provisions do not expand FA-1 to Somers High School or Somers Middle School.
2. Debris Removal and Cleaning: The applicable General Construction Prime Contractor (GC-1 or GC-2) shall provide and empty the common construction-debris dumpster at each school within FA-1's scope. This Prime Contractor shall collect, move, break down boxes and pallets, and place debris resulting from its Work into the common dumpster daily. This Prime Contractor shall broom sweep its respective work area at the end of each workday.
3. Construction Field Office: Where required by the Contract Documents or approved by the Construction Manager, this Prime Contractor shall use the designated staging area for its construction field office. This Prime Contractor shall remove and reinstall fencing disturbed by installation of its office and shall arrange and pay for required service connections, coordinating electrical connections with the applicable Electrical Prime Contractor. Electric bills for the trailer only shall be paid by the Owner.
4. Fire Alarm Work-Area Signage and Identification: This Prime Contractor shall include in its base price all costs to provide, maintain and remove warning signs, tags and restricted-access identification associated with its fire alarm Work and approved system impairments. Signs and tags shall clearly identify affected fire alarm equipment and restrictions applicable to the Work and shall remain durable and legible for the applicable duration. Isolation and restoration of fire alarm equipment shall be coordinated with the

Owner, Construction Manager and applicable Electrical Prime Contractor. General construction-area signage shall be provided by GC; general site and perimeter signage shall be provided by SC. This allocation does not relieve this Prime Contractor of identification and warning requirements associated with its own Work.

5. Equipment Supports and Mounting: This Prime Contractor shall provide supports, mounting assemblies and accessories required for fire alarm panels, devices and equipment within its scope. Concrete equipment pads shall be provided by this Prime Contractor only where specifically assigned to FA-1 by the Contract Documents.

6. Existing Ceilings: This Prime Contractor shall remove and reinstall existing ceiling tiles and grid displaced by its Work where removal and replacement are not otherwise indicated on the Architectural Drawings. If open ceilings are not replaced within twenty-four hours after a verbal or written request by the Construction Manager, the Construction Manager will have the ceilings reinstalled and back-charge related costs to this Prime Contractor. Ceiling materials damaged or soiled by this Prime Contractor during removal and reinstallation shall be replaced in kind or better at its expense.

7. Access and Trade Coordination: This Prime Contractor shall coordinate its Work with GC-1 and EC-1 at Campus Primrose and GC-2 and EC-2 at Campus Rt 202, together with the applicable Mechanical and Plumbing Prime Contractors, to maintain unobstructed access to buildings and work areas. Coordination shall include demolition, raceways, power, interfaces, shutdowns, temporary protection, programming, acceptance testing and final system turnover at the schools within FA-1's scope.

8. Existing Fire Alarm Devices during Ceiling Work: This Prime Contractor shall coordinate with the applicable Electrical Prime Contractor and GC before ceiling demolition affecting fire alarm devices or wiring. This Prime Contractor shall perform fire alarm disconnections, temporary support or relocation, reconnection and remounting assigned to its scope by the Contract Documents, maintaining required system continuity. Work assigned to EC shall remain with EC; this provision does not transfer responsibility for speakers, exit signs, light fixtures or other non-fire-alarm equipment to FAC.

9. **Existing-System Continuity, Fire Watch and Phased Cutover**: At the schools within FA-1's scope, this Prime Contractor shall maintain required fire alarm protection throughout its Work. Whenever the existing fire alarm system, or any portion thereof, is inactive, impaired or otherwise unable to provide required coverage in connection with this Work, this Prime Contractor shall provide and pay for an approved fire watch for all affected areas for the entire impairment period, including nights, weekends and holidays as applicable. Include all staffing, supervision, training, equipment, communications and recordkeeping costs in the base price. Fire-watch personnel shall be qualified and approved as required by the authority having jurisdiction, shall have no other duties, and shall patrol affected areas, maintain patrol logs, and have an approved means to notify the fire department and initiate occupant notification. Staffing, patrol frequency, coverage and procedures shall comply with the approved fire-watch plan and requirements of the authority having jurisdiction. As an alternative, this Prime Contractor may submit a phased transition plan using approved temporary modifications to the existing system and sequential activation of the new system to maintain required detection, occupant notification, monitoring and interfaces without a lapse in protection. Do not remove existing coverage until replacement coverage has been tested and approved for service. Obtain prior approval of the Owner, Construction Manager, Architect/Engineer and authority having jurisdiction, as applicable, before implementing temporary modifications or cutover. A phased plan does not waive fire watch during any remaining impairment. Coordinate immediate impairment notifications to the fire department and authority having jurisdiction

through the Owner's designated impairment coordinator; immediately report unplanned outages to the Owner and Construction Manager and implement approved protective measures. Continue fire watch until protection is restored, required testing is complete and discontinuation is authorized under the approved plan. Fire watch does not authorize continued occupancy where evacuation or other protective measures are required. Existing temporary fire alarm measures required by the Contract Documents remain included in this Prime Contractor's scope; coordinate their installation, operation and removal with the Owner, Construction Manager and affected trades. No planned impairment or removal shall proceed without prior approval of the Owner and Construction Manager.

10. Electrical Power and Raceway Interfaces: This Prime Contractor shall coordinate fire alarm power requirements, raceways, boxes, wiring and connection points with the applicable Electrical Prime Contractor before installation. Each Contractor shall furnish and install the components assigned to it by the Contract Documents. General temporary construction lighting, power distribution and power for other trades are not assigned to FAC by this provision.

11. Device Condition and Operational Verification: Before turnover, this Prime Contractor shall inspect and test fire alarm equipment, devices, circuits and interfaces within its scope and correct damaged, defective or nonoperational items in its Work. This requirement applies to fire alarm components and does not assign replacement of general building light bulbs to FAC.

12. Access within Existing Walls, Ceilings and Floors: Unless otherwise indicated in the Contract Documents, this Prime Contractor shall disconnect and terminate its own fire alarm wiring and components within finished walls, floors and ceilings. Access openings required for its removals and installation within existing chases, walls, soffits and hard ceilings shall be cut and patched by this Prime Contractor where that work is not assigned to GC. Shared access openings shall be coordinated with the Construction Manager and affected trades before cutting. Patching shall be performed by skilled tradespersons qualified for the associated finish work.

13. Firestopping and Smoke Stopping: This Prime Contractor shall provide firestopping and/or smoke stopping at wall, floor and ceiling penetrations resulting from its Work, in accordance with the Contract Documents. Coordinate inspection before concealment.

14. Fire Protection for Its Operations: This Prime Contractor shall provide and maintain fire extinguishers and other temporary fire protection required for its own operations in accordance with the Contract Documents. Coordinate these provisions with the common project fire-protection arrangements; this requirement does not transfer operation or maintenance of the building fire alarm system to another trade.

15. Temporary Barriers and Protection: This Prime Contractor shall coordinate with GC regarding common temporary partitions, doors and barriers separating construction from occupied areas. This Prime Contractor shall provide and maintain additional protection required for its own operations and shall restore barriers disturbed by its Work. Plastic sheeting shall not be used as a substitute for required fire-rated separation. Common construction partitions remain with GC except where the Contract Documents expressly assign otherwise.

16. Openings and Core Drilling: This Prime Contractor shall provide openings and core drilling required for its Work through existing and new walls, floors, slabs and foundations where assigned to it by the Contract Documents. Coordinate opening locations and sizes with GC and affected trades before cutting. GC shall

coordinate and frame openings required in new wall, floor and ceiling systems. Roof openings shall be performed as stated below.

17. Roof Systems: This Prime Contractor shall coordinate and lay out roof penetrations required for its Work with GC, MC and EC before removal of roofing or roof structure. GC shall make roof-deck openings and roofing-system penetrations and provide associated roof repairs and flashing through qualified trades as required by the Contract Documents. This Prime Contractor shall not independently cut or disturb the roofing system.
18. Protection of Finished Work: This Prime Contractor shall provide, maintain and remove protection materials necessary to protect its completed fire alarm Work and adjacent finishes affected by its operations. Damage caused by its Work shall be corrected at its expense in accordance with the Contract Documents.
19. Devices at New Wall and Ceiling Finishes: This Prime Contractor shall coordinate fire alarm device locations and mounting with new wall and ceiling finishes. Where required for its Work, remove and reinstall surface-mounted fire alarm devices and associated raceways on the face of the new finish, and modify recessed fire alarm boxes with suitable extensions or accessories to suit the finished surface, in accordance with the Contract Documents. Switches, receptacles and other general power devices remain within the Electrical Prime Contractor's scope.
20. Shutdowns, Impairments and Cutover Schedule: Within four weeks after Notice of Award, this Prime Contractor shall develop a site-specific fire alarm shutdown, impairment and cutover schedule with the Construction Manager, Owner and applicable Electrical and Mechanical Prime Contractors. Provide at least forty-eight hours' advance notice of proposed shutdowns and obtain prior approval from the Owner and Construction Manager before proceeding. Shutdowns affecting occupied facilities shall occur after-hours during approved periods. Coordinate temporary measures, programming, testing and restoration so existing systems serving occupied portions remain operational until approved cutover. The schedule shall identify each affected area, impairment duration, phased activation and testing sequence, required approvals and notifications, and fire-watch staffing, coverage, patrol procedures, communications and logs required by Item 9 above. Provide the fire-watch plan or proposed uninterrupted phased transition plan for review before any planned impairment. This provision does not assign electrical-service transfers or temporary generators to FAC.
21. Under-Slab and Underground Fire Alarm Work: Where under-slab or underground fire alarm raceways or wiring are included in FA-1, this Prime Contractor shall provide final layouts and coordinate installation with GC, SC and EC before excavation or concealment. Trenching, bedding, backfill, compaction and slab or site restoration shall be performed by the Contractor assigned that work in the Contract Documents. This Prime Contractor shall document locations of its concealed Work for record drawings and coordinate required testing and inspection before backfilling or concealment.
22. Mechanical Equipment Interfaces, Testing and Turnover: At the schools within FA-1's scope, this Prime Contractor shall provide fire alarm interfaces and shutdown connections for mechanical equipment as assigned by the Contract Documents, coordinating device requirements, wiring, programming and functional testing with MC and EC. MC shall furnish and install mechanical equipment and curbs; EC shall perform assigned electrical power work; GC shall perform assigned roof openings, reinforcing, blocking and flashing. These coordination requirements do not transfer those trades' work to FAC. GC shall provide and maintain temporary protection of open roof curbs in cooperation with affected trades. This Prime Contractor shall restore temporary roof protection disturbed by its operations and shall be responsible

for resulting damage attributable to its failure to do so, in accordance with the General Conditions. This Prime Contractor shall coordinate acceptance testing, demonstrate operation of its systems and interfaces, and provide programming records, record drawings, operating information and other closeout documentation required by the Contract Documents before final system turnover.

OGS-1 Flooring - Millburn Flooring - All Four Schools

Flooring work under the Owner's OGS flooring contract is anticipated at Primrose Elementary School, Somers Intermediate School, Somers Middle School and Somers High School. All public-bid Prime Contractors shall coordinate substrate preparation, removals, temporary protection, access, phasing, transitions and final cleaning with OGS-1. The project schedule shall clearly identify Owner/OGS flooring activities and predecessor work required before flooring installation.

Prime Contractor for Hazardous Materials Abatement - Contract AB-1

All Prime Contractors shall coordinate with AB-1 for access, sequencing, temporary containments, protection, area turnover and multiple mobilizations. No Prime Contractor shall disturb suspect or identified hazardous materials. If suspect material is encountered, stop affected work and immediately notify the Construction Manager.

Hazardous material abatement is not included in GC-1 or GC-2 and shall be performed under a separate Owner contract. AB-1 shall perform abatement identified by the Contract Documents and environmental reports in accordance with applicable regulatory requirements.

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Somers Central School District

Angelo Kerrigan
538 Broad Hollow Road
4th Floor East
Melville NY 11747

Schedule Year 2026
Date Requested 07/15/2026
PRC# 2026020823

Location	Primrose Elementary School
Project ID#	SMSD2505
Project Type	Various architectural, civil, mechanical, electrical, structural and water upgrades to the building and site.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2026 through June 2027. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

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

Introduction

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

Contractor Registry

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

For additional information, please visit online.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website

www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment.Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Somers Central School District

Angelo Kerrigan
538 Broad Hollow Road
4th Floor East
Melville NY 11747

Schedule Year 2026
Date Requested 07/15/2026
PRC# 2026020823

Location Primrose Elementary School
Project ID# SMSD2505
Project Type Various architectural, civil, mechanical, electrical, structural and water upgrades to the building and site.

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.ny.gov* or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

NEW YORK STATE OF OPPORTUNITY. Department of Labor

Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor**, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

• **Civil Penalty**	First offense: Up to $2,500 per employee Subsequent offense(s): Up to $5,000 per employee
• **Criminal Penalty**	First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year. Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

WE ARE YOUR DOL

NEW YORK STATE Department of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: https://dol.ny.gov/bureau-public-work

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is $250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.)*
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is $3 million in Bronx, Kings, New York, Queens and, Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirement s on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.
Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.
Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.
Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

*Contractor Registry (LL 220-I):
Labor Law Section 220-i requires that contractors obtain a Contractor Registry certificate of registration prior to bidding on or commencing work on a public or private project subject to prevailing wage requirements. Subcontractors also are prohibited from commencing work on covered employment unless they have received a Contractor Registry certificate. Contractors are required to submit their Certificate of Registration with their bid materials. A public database is available online to confirm registration at data.ny.gov to confirm registration validity. For additional information on how to register and the requirements, visit https://dol.ny.gov/public-work-contractor-and-subcontractorregistry-
landing.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: *For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".*

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518

Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. The specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. Please Note: Updates to the Wage Schedule shall be made on a quarterly basis.

All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4

Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Westchester County General Construction

Boilermaker — 07/01/2026

JOB DESCRIPTION Boilermaker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2026	01/01/2027
Boilermaker	$ 70.38	$ 71.88
Repairs & Renovations	70.38	71.88

Repairs & Renovation: Includes Repairing, Renovating, and Replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS
Per Hour:

Boilermaker	33.5% of Hourly
Repair & Renovations	Wage Paid + $26.85

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

OVERTIME PAY
See (*B, O, **U) on OVERTIME PAGE
Note:* Includes 9th & 10th hours, double for 11th or more.
** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1/2) Year Terms at the following percentage of Boilermaker's wage per hour:

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

SUPPLEMENTAL BENEFITS:

33.5% of Hourly Wage Paid Plus Amount Below:

1st	2nd	3rd	4th	5th	6th	7th
$20.36	$21.28	$22.22	$23.12	$24.07	$25.00	$25.93

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Broadband — 07/01/2026

JOB DESCRIPTION Broadband **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

PARTIAL COUNTIES
Orange: Entire County except Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

WAGES
NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to New York State Labor Law §224-E, solicited on or after July 1,2025. For all other projects solicited prior to July 1,2025 please see LINEMAN ELECTRICIAN(1)-TELEDATA

Per Hour:	07/01/2026	08/04/2026
Field Tech Install/Repair*	$ 55.59	$ 57.26

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

*NOTE: EXCLUDES work within ten(10) feet of High Voltage (600 Volts and over) transmussion lines. Please see LINEMAN rates.
*NOTE: Does not include the operation of equipment. Please see OPERATING ENGINEER rates.
*NOTE: Does not include groundmen/flagger/flagmen. Please see LABORER/LABORER-HEAVY/HIGHWAY rates.

SUPPLEMENTAL BENEFITS
Per Hour:

$ 23.54

OVERTIME PAY
See (B, K, *R) on OVERTIME PAGE
*Two and one half times the hourly rate after the 8th hour

HOLIDAY
Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist1

Carpenter 07/01/2026

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2026

Piledriver	$ 62.59
	+ 10.16*
Dockbuilder	$ 62.59
	+ 10.16*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 47.48

OVERTIME PAY
See (B, E2, O) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour
(1)year terms:

1st	2nd	3rd	4th
$ 28.98	$ 34.58	$ 42.96	$ 51.35
+ 5.66*	+ 5.66*	+ 5.66*	+ 5.66*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

All Terms: $ 34.03

8-1556 Db

Carpenter 07/01/2026

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2026

Carpet/Resilient
Floor Coverer $ 60.05
+ 8.39*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS
Per hour:
$ 42.24

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)
Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wage per hour - (1) year terms:

1st	2nd	3rd	4th
$ 26.54	$ 29.60	$ 34.05	$ 42.40
+ 2.00*	+ 2.54*	+ 3.00*	+ 3.94*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

1st	2nd	3rd	4th
$ 16.91	$ 18.13	$ 21.67	$ 22.98

8-2287

Carpenter 07/01/2026

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2026

Marine Construction:

Marine Diver $ 77.46
+ 10.16*

Marine Tender $ 57.00
+ 10.16*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker $ 47.48

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms.

1st year	$ 28.98
	+ 5.66*
2nd year	34.58
	+ 5.66*
3rd year	42.96
	+ 5.66*
4th year	51.35
	+ 5.66*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits
Per Hour:

All terms	$ 34.03

8-1456MC

Carpenter — 07/01/2026

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2026

Building

Millwright	$ 62.03
	+ 13.12*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS
Per hour:

Millwright	$ 46.66

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Overtime: See (5,6,8,11,13,15,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms:

1st.	2nd.	3rd.	4th.
$ 33.04	$ 38.89	$ 44.74	$ 56.44
+ 7.08*	+ 8.25*	+ 9.42*	+ 11.76*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:
One (1) year terms:

1st.	2nd.	3rd.	4th.
$ 31.81	$ 34.34	$ 37.52	$ 41.94

8-740.1

Carpenter — 07/01/2026

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour:

	07/01/2026
Timberman	$ 57.59
	+ 10.42*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS
Per Hour:
$ 46.79

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Overtime: See (5, 6, 11, 13, 25) on HOLIDAY PAGE
Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms:

1st	2nd	3rd	4th
$ 26.96	$ 32.07	$ 39.72	$ 47.38
+ 5.71*	+ 5.71*	+ 5.71*	+ 5.71*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:
All terms $ 33.78

8-1556 Tm

Carpenter — 07/01/2026

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES
Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:	07/01/2026	10/18/2026
Core Drilling:		
Driller	$ 48.78	Additional
	+ 3.85*	+ $2.63
Driller Helper	$ 38.15	
	+ 3.85*	

Note: Hazardous Waste Pay Differential:
For Level C, an additional 15% above wage rate per hour
For Level B, an additional 15% above wage rate per hour
For Level A, an additional 15% above wage rate per hour
Note: Additional $3.00 per hour to be paid when required to work on water

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS
Per hour:

Driller and Helper $ 32.37

OVERTIME PAY
See (B, G, P) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 13, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 25) on HOLIDAY PAGE

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway — 07/01/2026

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES
Putnam, Rockland, Westchester

WAGES
WAGES:(per hour)
Applies to CARPENTER BUILDING/HEAVY & HIGHWAY/TUNNEL:

	07/01/2026
Base Wage	$ 43.68
	+$6.69*

*For all hours paid straight or premium.

SHIFT WORK
SHIFT DIFFERENTIAL: When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of wage plus applicable benefits.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 33.11

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
BUILDING:
Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE.
- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:
Paid: See (5, 6, 25) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
- Holidays that fall on Sunday will be observed Monday
- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay
- If an employee is entitled to a paid holiday, the employee is paid the Holiday wage and supplemental benefits whether they work or not. If an employee works the Holiday, the employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If an employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

REGISTERED APPRENTICES
1 year terms at the following wage rates:

1st	2nd	3rd	4th
$ 21.84	$ 26.21	$ 30.58	$ 34.94
+3.86*	+3.86*	+3.86*	+3.86*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms	$ 17.76

11-279.1B/HH

Electrician — 07/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond, Westchester

WAGES

Per hour:	07/01/2026	03/12/2027
Service Technician	$ 39.45	$ 40.45

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker:	$ 23.33	$ 24.11

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

9-3H

Electrician 07/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 8

ENTIRE COUNTIES
Westchester

WAGES

Per hour:	07/01/2026	04/15/2027
Electrician/A-Technician	$ 58.75	$ 60.75
Teledata	58.75	60.75

See "M" rate for all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls.

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds , etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker	$ 65.07	$ 67.55

OVERTIME PAY
See (A, G, *J, P) on OVERTIME PAGE
*NOTE: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES
(1) year terms at the following wage rates:

	07/01/2026	04/15/2027
1st term	$ 18.00	$ 18.00
2nd term	19.50	19.50
3rd term	21.00	21.00
4th term	22.50	22.50
MIJ 1-12 months	28.25	28.25

MIJ 13-18 months	31.75	31.75

Supplemental Benefits per hour:

	07/01/2026	04/15/2027
1st term	$ 15.23	$ 15.73
2nd term	18.75	19.25
3rd term	19.77	20.27
4th term	20.78	21.28
MIJ 1-12 months	16.56	17.06
MIJ 13-18 months	17.02	17.52

8-3/W

Electrician — 07/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 8

ENTIRE COUNTIES
Westchester

WAGES
Per hour

	07/01/2026	04/15/2027
Electrician - M	$ 34.25	$ 34.25

"M" rate for all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls.

SUPPLEMENTAL BENEFITS

	07/01/2026	04/15/2027
Electrician - M	$ 17.35	$ 17.85

OVERTIME PAY
See (B, G, *J, P) on OVERTIME PAGE
*Note: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

8-3m

Elevator Constructor — 07/01/2026

JOB DESCRIPTION Elevator Constructor **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES
Rockland: Entire County except for the Township of Stony Point
Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES
Per hour:

	07/01/2026	03/17/2027
Elevator Constructor	$ 86.43	$ 89.76
Modernization & Service/Repair	$ 68.06	$ 70.72

SUPPLEMENTAL BENEFITS
Per Hour:

Elevator Constructor	$ 48.96	$ 50.27

Modernization & Service/Repairs	$ 47.73	$ 49.00

OVERTIME PAY
Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, E5, P) on OVERTIME PAGE.

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:

6 MONTH TERMS:

1st Term*	2nd & 3rd Term*	4th & 5th Term	6th & 7th Term	8th & 9th Term
50%	50%	55%	65%	75%

* Note: 1st, 2nd, 3rd Terms are based on average of the Constructor, the Modernization and the Service/Repair wage.
Terms 4 thru 9 Based on the Journeyworker's wage of classification they are working in.

SUPPLEMENTAL BENEFITS:

	07/01/2026	03/17/2027
Elevator Constructor		
1st Term	$0.00	$ 0.00
2nd & 3rd Term	37.66	38.42
4th & 5th Term	38.80	39.62
6th & 7th Term	40.60	41.50
8th & 9th Term	42.39	43.39
Modernization & Service/Repair		
1st Term	$0.00	$ 0.00
2nd & 3rd Term	37.63	38.39
4th & 5th Term	38.37	39.17
6th & 7th Term	40.09	40.98
8th & 9th Term	41.81	42.79

Elevator Constructor — 07/01/2026

JOB DESCRIPTION Elevator Constructor **DISTRICT** 1

ENTIRE COUNTIES
Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES
Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford
Rockland: Only the Township of Stony Point.
Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2026	01/01/2027
Mechanic	$ 76.12	$ 79.37
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 38.985*	$ 39.535*

*NOTE: Add 6% of regular hourly rate for all hours worked. Add 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
WAGES per hour: 1 year terms at the following percentage of the Elevator Constructor Mechanic wage.

0-6 months	6-12 months	2nd year	3rd year	4th year
50%	55%	65%	70%	80%

SUPPLEMENTAL BENEFITS per hour:

0-6 months: 6% of the regular hourly apprentice rate paid, no additional supplemental benefits.

All other terms: Same as Journeyworker

1-138

Glazier 07/01/2026

JOB DESCRIPTION Glazier **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
Per hour:

	07/01/2026	11/01/2026
Glazier	$ 66.22	$ 67.20
Scaffolding, including swing scaffold	71.22	72.20
*Mechanical Equipment	67.23	68.20
**Repair & Maintenance	32.82	33.47

*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.
**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under $202,000.

SUPPLEMENTAL BENEFITS
Per hour:

Glazier, Scaffolding and Mechanical Equipment	$ 44.81	$ 45.74
Repair & Maintenance	$ 26.01	$26.37

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY
Paid: See (5, 6, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE
For 'Repair & Maintenance'
Paid: See(5, 6, 16, 25)
Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES
Wage per hour:
(1) year terms at the following wage rates:

	07/01/2026	11/01/2026
1st term	$ 23.68	$ 24.06
2nd term	32.23	32.74
3rd term	42.89	43.55
4th term	52.47	53.23

Supplemental Benefits:
(Per hour)

1st term	$ 20.18	$ 20.56
2nd term	28.85	29.39
3rd term	34.77	35.45
4th term	38.18	38.95

8-1087 (DC9 NYC)

Insulator - Heat & Frost — 07/01/2026

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 8

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2026
Insulator/Fire Stop Work*	$ 64.27
Discomfort & Additional Training**	67.32

*Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

**Applies to work requiring; garb or equipment worn against the body not customarily worn by insulators; psychological evaluation ;special training, including but not limited to "Yellow Badge" radiation training

Note: Additional $10 a day for work 30 feet or more above floor or ground level.

SUPPLEMENTAL BENEFITS

Per hour:	
Insulator/Fire Stop Journeyworker:	$ 39.85
Discomfort & Additional Training:	$ 41.89

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.
*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES
(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
$ 35.09	$ 40.92	$ 46.76	$ 52.60

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
$ 36.61	$ 42.75	$ 48.89	$ 55.04

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	$ 20.33
2nd term	24.23
3rd term	28.13
4th term	32.05

Discomfort & Additional Training Apprentices:

1st term	$ 21.34
2nd term	25.46
3rd term	29.56

4th term	33.68

8-91

Ironworker **07/01/2026**

JOB DESCRIPTION Ironworker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2026	01/01/2027 Additional
Stone Derrickmen Rigger	$ 78.46	$ 1.84
Stone Handset Derrickman	$ 76.51	$ 1.64

SUPPLEMENTAL BENEFITS

Per hour:	
Stone Derrickmen Rigger	$ 49.02
Stone Handset Derrickman	$ 48.01

OVERTIME PAY
See (B, D1, *E, Q, **V) on OVERTIME PAGE
*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.
** Benefits same premium as wages on Holidays only

HOLIDAY
Paid: See (18) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES
Wage per hour:

Stone Derrickmen Rigger:

	1st	2nd	3rd	4th
07/01/2026	$ 38.98	$ 55.17	$ 61.37	$ 67.56

Supplemental Benefits:
Per hour:

07/01/2026	$ 24.77	$ 37.34	$ 37.34	$ 37.34

Stone Handset:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2026	$ 37.51	$ 53.51	$ 59.51	$ 65.51

Supplemental Benefits:
Per hour:

07/01/2026	$ 24.75	$ 36.90	$ 36.90	$ 36.90

9-197D/R

Ironworker **07/01/2026**

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2026	01/01/2027 Additional
Ornamental	$ 48.65	$ 1.05*
Chain Link Fence	48.65	

Guide Rail 48.65

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker: $ 68.84

OVERTIME PAY
See (B, B1, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year terms at the following wages per hour:

1st	2nd	3rd	4th
$ 25.98	$ 28.45	$ 30.80	$ 34.39

Supplemental Benefits per hour:

1st	2nd	3rd	4th
$ 17.29	$ 18.29	$ 19.29	$ 21.29

4-580-Or

Ironworker **07/01/2026**

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
PER HOUR:

	07/01/2026	01/01/2027
Ironworker:		Additional
Structural, Bridges, Machinery	$ 59.45	1.38*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman $ 95.26

OVERTIME PAY
See (B, B1, Q, *V) on OVERTIME PAGE
*NOTE: Benefits are calculated for every hour paid.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES
6 month terms at the following wages per hour:

	1st	2nd	3rd-6th
07/01/2026	$ 30.87	$ 31.47	$ 32.08

Supplemental Benefits

PER HOUR PAID: $ 69.08

4-40/361-Str

Ironworker **07/01/2026**

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour:	07/01/2026
Reinforcing & Metal Lathing:	$ 58.85

SUPPLEMENTAL BENEFITS

Per hour:	
Reinforcing & Metal Lathing	$ 46.42

OVERTIME PAY
See (B, E, Q, *X) on OVERTIME PAGE
Wages Per Hour:

At Time & One Half	$ 87.35
At Double Time	115.85

Supplemental Benefit Premiums for Overtime Hours worked:

At Time & One Half	$ 52.77
At Double Time	59.27

*Only $24.00 per hour for non worked hours

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 11, 13, 20, 21, 22, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following Wages Per Hour:

	1st	2nd	3rd	4th
Straight time	$ 22.55	$ 25.00	$ 28.00	$ 30.00
At Time & One Half	33.05	36.60	41.10	44.10
At Double Time	46.65	51.80	57.80	61.80

SUPPLEMENTAL BENEFITS Per Hour:

1st	2nd	3rd	4th
$ 18.17	$ 18.22	$ 17.22	$ 17.22

4-46Reinf

Laborer - Building — 07/01/2026

JOB DESCRIPTION Laborer - Building **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Westchester

WAGES

Per hour	07/01/2026
Laborer	$ 46.26
"Base Wage"	$ 46.16**
Laborer/Asbestos & Hazardous Materials Removal	$ 50.35*
"Base Wage"	$ 50.25**

* Abatement/Removal of:
- Lead based or lead containing paint on materials to be repainted is classified as Painter.
- Asbestos containing roofs and roofing material is classified as Roofer.

** Overtime premiums are calculated using Laborer "Base Wage"

NOTE: Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2026
Journeyworker	$ 34.10

OVERTIME PAY
See (B, E, E2, Q, *V) on OVERTIME PAGE
*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE
Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES
LABORER ONLY
Hourly terms at the following wage:

	Level A	Level B	Level C	Level D
	0-1000	1001-2000	2001-3000	3001-4000
07/01/2026	$ 30.60	$ 35.35	$ 40.05	$ 42.05

Supplemental Benefits per hour:

Apprentices	
All terms	$ 25.95

8-235/B

Laborer - Heavy&Highway — 07/01/2026

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Westchester

WAGES
PUTNAM: APPLIES TO ALL HEAVY & HIGHWAY WORK EXCLUDING HIGHWAYS, STREETS, AND BRIDGES

GROUP I: Blaster, Quarry Master, Curbs/Asphalt Screedman, Pipe Jacking and Boring Operations Operator, Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drillers(jumbo, joy, wagon, air track, hydraulic), Drill Operator, Self Contained Rotary Drill, Curbs, Raker, Bar Person, Concrete Finisher.

GROUP III: Pavement Breakers, Jeeper Operator, Jack Hammer, Pneumatic Tools (all), Gas Driller, Guniting, Railroad Spike Puller, Pipelayer, Chain Saw, Deck winches on scows, Power Buggy Operator, Power Wheelbarrow Operator, Bar Person Helper, Compressed Airlance, Water Jet Lance.

GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP V: Drillers Helpers, Common Laborer, Mason Tenders, Signal Person, Pit Person, Truck Spotter, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heat.

GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer, Bio-remediation, Phyto-remediation, Lead or Hazardous material, Abatement Laborer.

Wages:(per hour)	07/01/2026
GROUP I	$ 53.95*
GROUP II	52.49*
GROUP III	52.05*
GROUP IV	51.68*
GROUP V	51.30*

GROUP VIA Operator Qualified	53.46*
Gas Mechanic(A Mech) Operator Qualified	64.76*
Gas Mechanic(1st yr.)	57.95*
Flagperson	44.43*

*NOTE: To calculate overtime premiums, deduct $0.12 from above wages

SHIFT WORK
A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all off-shift and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker: $ 30.58

OVERTIME PAY
See (B, E, P, R, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE
NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies
For Holiday Overtime: 8, 15, 25, 26 - Code 'R' applies

REGISTERED APPRENTICES

1st term	2nd term	3rd term	4th term
1-1000hrs	1001-2000hrs	2001-3000hrs	3001-4000hrs
$ 33.35	$ 38.48	$ 43.61	$ 48.74

Supplemental Benefits per hour:
$ 26.42

8-60H/H

Laborer - Tunnel — 07/01/2026

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 11

ENTIRE COUNTIES
Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

PARTIAL COUNTIES
Chenango: Townships of Columbus, Sherburne and New Berlin.
Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

WAGES
Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2026
Class 1	$ 60.30
Class 2	62.45
Class 4	68.85
Class 5	53.15

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional $ 3.00 an hour.

SUPPLEMENTAL BENEFITS
Per hour:

Benefit 1	$ 39.23
Benefit 2	55.66
Benefit 3	72.08

Benefit 1 applies to straight time hours, paid holidays not worked.
Benefit 2 applies to over 8 hours in a day (M-F) and Saturday hours worked.
Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

REGISTERED APPRENTICES
FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

Lineman Electrician — 07/01/2026

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

ENTIRE COUNTIES
Westchester

WAGES
A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.
Digging Machine Operator: All other digging equipment and augering on line projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment/operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

-----Below rates applicable on all electrical overhead and underground distribution and maintenance work and overhead and underground transmission line work, electrical substations, switching structures, continuous pipe-type underground fluid or gas filled transmission conduit and cable installations, maintenance jobs or projects, railroad catenary installations and maintenance, third rail installations, the bonding of rails and the installation of fiber optic cable. Includes access matting for line work.

Per hour:	07/01/2026	05/03/2027	05/01/2028
Group A:			
Lineman, Tech, Welder	$ 67.64	$ 70.24	$ 73.01
Crane, Crawler Backhoe	67.64	70.24	73.01
Cable Splicer-Pipe Type	74.40	77.26	80.31
Cert. Welder-Pipe Type	71.02	73.75	76.66
Group B:			
Digging Mach Operator	$ 60.88	$ 63.22	$ 65.71
Group C:			
Tractor Trailer Driver	$ 57.49	$ 59.70	$ 62.06
Groundman, Truck Driver	54.11	56.19	58.41
Equipment Mechanic	54.11	56.19	58.41
Group D:			
Flagger	$ 37.20	$ 38.63	$ 40.16

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 3, 2027.

SHIFT WORK

The following rates will apply on all contracting agency mandated multiple shifts of at least five (5) days duration worked between the hours listed below:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2026	05/03/2027	05/01/2028
Group A	$ 32.91*	$ 34.41*	$ 35.91*
Group B	$ 28.91*	$ 30.41*	$ 31.91*
Group C	$ 28.51*	$ 29.71*	$ 30.91*
Group D	$ 28.41*	$ 29.54*	$ 30.67*

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for emergency work designated by the Contracting Agency.
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid	See (5, 6, 8, 15, 25) on HOLIDAY PAGE
Overtime	See (5, 6, 8, 15, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

	07/01/2026	05/03/2027	05/01/2028
All terms:	$ 28.41*	$ 29.54*	$ 30.67*

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

6-1249aWest

Lineman Electrician - Teledata — 07/01/2026

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT** 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to LL 224-E,solicited prior to July 1, 2025. For all projects, excluding dial-up internet access service, solicited on or after July 1, 2025, please see BROADBAND

Per hour:	07/01/2026	01/04/2027	01/03/2028	01/01/2029
Cable Splicer	$ 42.03	$ 43.30	$ 44.59	$ 45.93
Installer, Repairman	39.89	41.09	42.32	43.59
Teledata Lineman	39.89	41.09	42.32	43.59
Tech., Equip. Operator	39.89	41.09	42.32	43.59
Groundman/Flagger	21.14	21.78	22.43	23.10

For outside work, stopping at first point of attachment (demarcation).

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work, please see LINEMAN.

SHIFT WORK
The following rates apply when the contracting agency mandates multiple shifts of at least five (5) days duration are worked. When two (2) or three (3) shifts are worked the following rates apply:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 6.18 plus 4%*	$ 6.43 plus 5%*	$ 6.43 plus 6%*	$ 6.68 plus 7%*

*NOTE: The percentage (%) listed above is based on the hourly wage paid, straight time rate or premium time rate.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting — 07/01/2026

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT** 6

ENTIRE COUNTIES
Westchester

WAGES
Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.
Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

Per hour:	07/01/2026	05/03/2027	05/01/2028
Group A:			
Lineman, Technician	$ 61.18	$ 63.52	$ 66.01
Crane, Crawler Backhoe	61.18	63.52	66.01
Certified Welder	64.24	66.70	69.31
Group B:			
Digging Machine	$ 55.06	$ 57.17	$ 59.41
Group C:			
Tractor Trailer Driver	$ 52.00	$ 53.99	$ 56.11
Groundman, Truck Driver	48.94	50.82	52.81
Equipment Mechanic	48.94	50.82	52.81
Group D:			

Flagger	$ 36.71	$ 38.11	$ 39.61

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

SHIFT WORK
The following rates will apply on all contracting agency mandated multiple shifts of at least five (5) days duration worked between the hours listed below:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

SUPPLEMENTAL BENEFITS
Per hour:

	07/01/2026	05/03/2027	05/01/2028
Group A	$ 32.91*	$ 34.41*	$ 35.91*
Group B	$ 28.91*	$ 30.41*	$ 31.91*
Group C	$ 28.51*	$ 29.71*	$ 30.91*
Group D	$ 28.41*	$ 29.54*	$ 30.67*

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for emergency work designated by the Contracting Agency.
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (5, 6, 8, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

	07/01/2026	05/03/2027	05/01/2028
All terms:	$ 28.41*	$ 29.54*	$ 30.67*

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

6-1249aWestLT

Mason - Building — 07/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 11

ENTIRE COUNTIES
Putnam, Rockland, Westchester

PARTIAL COUNTIES
Orange: Only the Township of Tuxedo.

WAGES
Per hour:

	07/01/2026
Bricklayer	$ 50.15
Cement Mason	50.15
Plasterer/Stone Mason	50.15
Pointer/Caulker	50.15

Additional $1.00 per hour for power saw work
Additional $0.50 per hour for swing scaffold or staging work

SHIFT WORK
SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:
Irregular workday requires 15% premium
Second shift an additional 15% of wage plus benefits to be paid
Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 40.15

OVERTIME PAY
OVERTIME:
Cement Mason See (B, E, Q, W) on OVERTIME PAGE.
All Others See (B, E, E2, Q) on OVERTIME PAGE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE
Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following percentage of Journeyworker's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of Journeyworker supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

11-5wp-b

Mason - Building — 07/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Building

Wages per hour:	07/01/2026	01/01/2027 Additional
Mosaic & Terrazzo Mechanic	$ 62.82	$ 1.06
Mosaic & Terrazzo Finisher	61.22	

SUPPLEMENTAL BENEFITS
Per hour:

Mosaic & Terrazzo Mechanic	$ 31.91* + $11.63
Mosaic & Terrazzo Finisher	$ 31.91* + 11.61

*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (A, E, Q) on OVERTIME PAGE
Deduct $7.00 from hourly wages before calculating overtime.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Easter Sunday is an observed holiday.Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wages Per hour:

	1st 0-1500	2nd 1501-3000	3rd 3001-3750	4th 3751-4500	5th 4501-5250	6th 5251-6000
07/01/2026	$25.90	$33.30	$40.85	$42.00	$50.56	$57.05

Supplemental Benefits per hour:

07/01/2026	$7.26* + 4.07	$9.33* + 5.23	$15.99* + 6.98	$24.31* + 8.14	$25.21* + 9.32	$28.21* + 10.46

*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building — 07/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2026	12/07/2026 Additional	06/07/2027 Additional
Tile Setters	$ 66.35	$ 1.28	$ 1.41

SUPPLEMENTAL BENEFITS

Per Hour:

$ 30.56*
+8.56

*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, *E, Q, V) on OVERTIME PAGE
Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

750 hour terms at the following wage rate:

	1st 1-750	2nd 751-1500	3rd 1501-2250	4th 2251-3000	5th 3001-3750	6th 3751-4500	7th 4501-5250	8th 5251-6000	9th 6001-6750	10th 6501-7000
07/01/2026	$23.09	$28.32	$35.65	$40.86	$44.67	$48.38	$52.23	$57.45	$59.83	$66.35

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2026	$13.05* + $.77	$13.05* + $.82	$16.16* + $.93	$16.16* + $.98	$17.16* +$1.45	$18.66* +$1.51	$19.66* +$1.94	$19.66* +$1.99	$19.96* +$4.59	$30.56* +$8.56

*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52

Mason - Building 07/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2026	01/04/2027 Additional
Building-Marble Restoration:		
Marble, Stone & Terrazzo Polisher	$ 48.72	$ 0.57

SUPPLEMENTAL BENEFITS

Per Hour:	
Journeyworker	
Building-Marble Restoration:	
Marble, Stone & Polisher	$ 32.78

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
* On Saturdays, 8th hour and successive hours paid at double hourly rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES per hour:

900 hour term at the following wage:

	1st 1-900	2nd 901-1800	3rd 1801-2700	4th 2701
07/01/2026	$ 34.10	$ 38.97	$ 43.84	$ 48.72
Supplemental Benefits Per Hour:				
07/01/2026	$ 31.28	$ 31.78	$ 32.29	$ 32.78

9-7/24-MP

Mason - Building 07/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
Per Hour:

	07/01/2026	01/04/2027 Additional
Marble Cutters & Setters	$ 65.61	$ 0.75

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 41.38

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage Per Hour:

750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th

	0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
07/01/2026	$28.35	$42.51	$46.05	$49.59	$53.14	$55.76	$65.61	$65.61

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2026	$27.95	$30.68	$31.37	$32.05	$32.73	$39.34	$41.38	$41.38

9-7/4

Mason - Building — 07/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2026	12/07/2026 Additional	06/07/2027 Additional
Tile Finisher	$ 50.93	$ 1.05*	$ 1.15*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour:
$ 27.16*
+ $8.37

* This portion of benefits is subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (A, *E, Q) on OVERTIME PAGE
*Double time rate after 10 hours on Saturdays

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88-tf

Mason - Building — 07/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2026	01/04/2027 Additional
Marble, Stone, Maintenance Finishers:	$ 28.56	$ 0.41

Note 1: An additional $2.00 per hour for time spent grinding floor using "60 grit" and below.
Note 2: Flaming equipment operator shall be paid an additional $25.00 per day.

SUPPLEMENTAL BENEFITS
Per Hour:

Marble, Stone
Maintenance Finishers: $ 16.54

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE

*Double hourly rate after 8 hours on Saturday

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES
WAGES per hour:

	07/01/2026
0-750	$ 23.78
751-1500	24.43
1501-2250	25.07
2251-3000	25.70
3001-3750	26.65
3751-4500	27.93
4501+	28.56

Supplemental Benefits:
Per hour:

0-750	$ 12.61
751-1500	13.12
1501-2250	13.65
2251-3000	14.18
3001-3750	14.97
3751-4500	16.01
4501+	16.54

9-7/24M-MF

Mason - Building / Heavy&Highway — 07/01/2026

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour:

	07/01/2026	01/04/2027 Additional
Marble-Finisher	$ 51.04	$ 0.53

SUPPLEMENTAL BENEFITS
Journeyworker:
Per hour

Marble- Finisher	$ 38.46

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
Work beyond 8 hours on a Saturday shall be paid at double the rate.

HOLIDAY
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Heavy&Highway — 07/01/2026

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES
Putnam, Rockland, Westchester

PARTIAL COUNTIES
Orange: Only the Township of Tuxedo.

WAGES
Per hour:

	07/01/2026
Bricklayer	$ 50.65
Cement Mason	50.65
Marble/Stone Mason	50.65

Plasterer	50.65
Pointer/Caulker	50.65

Additional $1.00 per hour for power saw work
Additional $0.50 per hour for swing scaffold or staging work

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 40.15

OVERTIME PAY

Cement Mason	See (B, E, Q, W)
All Others	See (B, E, Q,)

HOLIDAY

Paid:	See (5, 6, 16, 25) on HOLIDAY PAGE
Overtime:	See (5, 6, 16, 25) on HOLIDAY PAGE

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.
- Supplemental Benefits are not paid for paid Holiday
- If Holiday is worked, Supplemental Benefits are paid for hours worked.
- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following percentage of Journeyworker's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of Journeyworker's supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

11-5WP-H/H

Operating Engineer - Building — 07/01/2026

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

PARTIAL COUNTIES
Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES
NOTE: Construction surveying
Party Chief--One who directs a survey party
Instrument Man--One who runs the instrument and assists Party Chief.
Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2026

Building Construction:

Party Chief	$ 81.94
Instrument Man	60.49
Rodman	40.63

Steel Erection:

Party Chief	$ 84.04
Instrument Man	63.19
Rodman	43.31

Heavy Construction-NYC counties only:
(Foundation, Excavation.)

Party Chief	$ 88.97
Instrument man	66.04
Rodman	55.85

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2026
Building Construction	$ 29.45* + 7.65
Steel Erection	31.25* + 7.65
Heavy Construction	32.06* + 7.64

* This portion subject to SAME premium as wages

Non-Worked Holiday Supplemental Benefit:
$ 22.48

OVERTIME PAY
See (A, B, E, Q) on OVERTIME PAGE
Code "A" applies to Building Construction and is subject to double the rate after 7 hours on Saturdays.
Code "B" applies to Heavy Construction and Steel Erection and is subject to double the rate after 8 hours on Saturdays.

HOLIDAY
Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Building 07/01/2026

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES
GROUP I:
Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller(Under 4 Ton),Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane(75 ton and over).

Group VI-A: Welder Certified
GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

	07/01/2026	03/01/2027
GROUP I		
Cranes- up to 49 tons	$ 71.19	$ 73.11
Cranes- 50 tons to 99 tons	73.69	75.69
Cranes- 100 tons and over	84.27	86.64
GROUP I-A	62.20	63.80
GROUP I-B	57.24	58.67
GROUP II	59.98	61.50
GROUP III-A	57.75	59.20
GROUP III-B	54.93	56.28
GROUP IV-A	57.16	58.58
GROUP IV-B	48.17	49.28
GROUP V	52.01	53.25
Group VI-A	61.05	62.61
GROUP VI-B		
Utility Man	49.30	50.45
Warehouse Man	51.72	52.95

An additional 20% of wage to be paid when required to wear protective equipment on hazardous/toxic waste projects.
Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional $2.00 per hour.
Engineers operating cranes with booms 149 feet or over in length will be paid an additional $3.00 per hour.
Loader operators over 5 cubic yard capacity additional .50 per hour.
Shovel operators over 4 cubic yard capacity additional $1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 34.42	$ 36.17

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 25, 26, 28) on HOLIDAY PAGE

8-137B

Operating Engineer - Heavy&Highway 07/01/2026

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES
GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),
Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck. Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

GROUP II-B: Mechanic (Outside) All Types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour:	07/01/2026	03/01/2027
Group I	$ 72.77	$ 75.10
Group I-A	63.97	65.99
Group I-B	67.49	69.64
Group II-A	61.21	63.14
Group II-B	63.17	65.17
Group III	60.12	62.01
Group IV	54.49	56.18
Group IV-B	46.59	48.01
Group V		
Engineer All Tower, Climbing and Cranes of 100 Tons	82.61	85.29
Hoist Engineer(Steel)	74.67	77.07
Engineer(Pile Driver)	79.73	82.31
Jersey Spreader, Pavement Breaker (Air Ram)Post Hole Digger	62.66	64.64

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional $2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional $3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity $0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity $1.00 per hour over the rate listed in the Wage Schedule.

SHIFT WORK

A 15% premium on all hours paid, including overtime hours for 2nd and 3rd shifts on all government mandated off-shift work

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	$ 38.08 up to 40 Hours	$ 39.68 up to 40 hours
	After 40 hours $ 27.63* PLUS $ 1.45 on all hours worked	After 40 hours $ 28.68* PLUS $ 1.50 on all hours worked

*This amount is subject to premium

OVERTIME PAY
See (B, E, P, *R, **U) on OVERTIME PAGE
* For Holiday codes 8,15,25,26 code R applies
** For Holiday codes 5 & 6 code U applies

HOLIDAY
Paid: See (5, 6, 8, 15, 25, 26, 28) on HOLIDAY PAGE
Overtime See (5, 6, 8, 15, 25, 26) on OVERTIME PAGE

* For Holiday codes 8,15,25,26 code R applies
** For Holiday codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

REGISTERED APPRENTICES
(1)year terms at the following rate.

1st term	$ 38.38	$ 39.59
2nd term	44.78	46.19
3rd term	51.18	52.79
4th term	57.57	59.39

Supplemental Benefits per hour:

	$ 29.08	$ 30.18

8-137HH

Operating Engineer - Heavy&Highway — 07/01/2026

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: South of the North city line of Poughkeepsie

WAGES
Party Chief - One who directs a survey party
Instrument Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the Survey Crew
Categories cover GPS & Underground Surveying

Per Hour:	07/01/2026
Party Chief	$ 85.77
Instrument Man	63.48
Rodman	53.53

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2026

All Categories
Straight Time: $ 32.06* + $7.64

Premium:
Time & 1/2 $ 48.09* + $7.64

Double Time $ 64.12* + $7.64

*This portion is subject to the SAME premium as wages.

Non-Worked Holiday Supplemental Benefits:
$ 22.47

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* Doubletime paid on all hours in excess of 8 hours on Saturday

HOLIDAY
Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

Operating Engineer - Heavy&Highway - Tunnel **07/01/2026**

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES
GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

	07/01/2026	03/01/2027
GROUP I	$ 72.77	$ 75.10
GROUP I-A	63.97	65.99
GROUP I-B	67.49	69.64
GROUP II-A	61.21	63.14
GROUP II-B	63.17	65.17
GROUP III	60.12	62.01
GROUP IV-A	54.49	56.18
GROUP IV-B	46.59	48.01

GROUP V-A		
Engineer-Cranes	82.61	85.29
Engineer-Pile Driver	79.73	82.31
Hoist Engineer	74.67	77.07
Jersey Spreader/Post Hole Digger	62.66	64.64

An additional 20% of wage to be paid when required to wear protective equipment on hazardous/toxic waste projects.
Operators required to use two buckets pouring concrete on other than road pavement shall receive $0.50 per hour over scale.
Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional $2.00 per hour.
Engineers operating cranes with booms 149 feet or over in length will be paid an additional $3.00 per hour.
Operators of shovels with a capacity over (4) cubic yards shall be paid an additional $1.00 per hour.
Operators of loaders with a capacity over (5) cubic yards shall be paid an additional $0.50 per hour.

SHIFT WORK
A 15% premium on all hours paid, including overtime hours for 2nd and 3rd shifts
on all government mandated off-shift work

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker:

$ 38.08 up to 40 hours	$ 39.68 up to 40 hours
After 40 hours: $27.63 plus $1.45 on all hours worked	After 40 hours: $28.68 plus $1.50 on all hours worked

OVERTIME PAY
See (E, P, *R, **T, ***U) on OVERTIME PAGE
*For Holiday codes 8, 15, 25, 26, code R applies.
**For Holiday code 28, code T applies.
***For Holiday codes 5 & 6, code U applies.

HOLIDAY
Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE
For Holiday codes 5 & 6, code U applies.
For Holiday codes 8, 15, 25, 26, code R applies.
If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES
(1)year terms at the following rates:

1st term	$ 38.38	$ 39.59
2nd term	44.78	46.19
3rd term	51.18	52.79
4th term	57.57	59.39
Supplemental Benefits per hour:		
All terms	$ 29.08	$ 30.18

8-137Tun

Operating Engineer - Marine Dredging — 07/01/2026

JOB DESCRIPTION Operating Engineer - Marine Dredging **DISTRICT** 4

ENTIRE COUNTIES
Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES
These wage rates do not apply to Operating Engineers on land-based construction projects. For those projects, refer to the Operating Engineers Heavy/Highway rates. The wage rates listed below apply specifically to all equipment and operators involved in marine dredging work within navigable waters located in the counties listed above.

Per Hour:	07/01/2026	10/01/2026

CLASS A1 Deck Captain, Leverman, Mechanical Dredge Operator, Licensed Tug Operator with MOTV	$ 48.48	$ 49.94
CLASS A2 Crane Operator (360 swing)	43.20	44.50
CLASS B Dozer, Front Loader Operator (On Land)	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing), Spider/Spill Barge Operator I/II, Fill Placer, Engineer, Chief Mate, Electrician,Chief Welder,Maintenance Engineer, Licensed Boat, Crew Boat Operator	41.93	43.18
CLASS B2 Certified Welder	39.46	40.65
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	38.38	39.53
CLASS C2 Boat Operator	37.15	38.26
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	30.86	31.79

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes:	7% of Hourly Straight time wage + $12.00.	7.5% of Hourly Straight time wage + $12.00.

- Additional $0.63 per hour for Overtime hours

OVERTIME PAY
See (B2, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer — 07/01/2026

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Dutchess: That part in Duchess County lying South of the North City line of Poughkeepsie.

WAGES
Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: Survey Classifications	07/01/2026
Party Chief	$ 51.16
Instrument Man	42.44
Rodman	36.92

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members: $ 24.53

OVERTIME PAY
OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
*Double-time paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Painter — 07/01/2026

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2026	05/01/2027 Additional
Brush	$ 55.76	$2.77*
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	55.76	
Spray & Scaffold	$ 58.76	
Fire Escape	58.76	
Decorator	58.76	
Paperhanger/Wall Coverer	57.27	

*To be allocated at a later date.

SHIFT WORK
Agency/Government mandated off-shift work to be paid at time and one-half the hourly wage.

SUPPLEMENTAL BENEFITS
Per hour:

Paperhanger	$ 39.86
All others	36.72
Paperhanger Premium	45.26
Premium	41.23**

**Applies only to "All others" category, not paperhanger journeyworker.

OVERTIME PAY
See (A, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rate.

Per hour:	07/01/2026
Appr 1st term...	$ 21.18
Appr 2nd term...	27.40
Appr 3rd term...	33.30
Appr 4th term...	44.67

Supplemental benefits:
Per Hour:

Appr 1st term...	$ 18.06
Appr 2nd term...	22.14
Appr 3rd term...	25.59

Appr 4th term... 32.55

8-NYDC9-B/S

Painter 07/01/2026

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Suffolk, Westchester

PARTIAL COUNTIES
Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

WAGES

Per hour:	07/01/2026	05/01/2027
		Additional
Drywall Taper:	$ 55.76	$ 2.77*
Scaffold:	$ 58.76	

* To be allocated a later date.

SHIFT WORK
Agency/Government mandated off-shift work to be paid at time and one-half hourly wage

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker $ 36.72

OVERTIME PAY
See (A, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages - Per Hour:

1500 hour terms at the following wage rate:

1st term	$ 21.18
2nd term	27.40
3rd term	33.30
4th term	44.67

Supplemental Benefits - Per hour:
One year term (1500 hours) at the following dollar amount.

1st year	$ 18.06
2nd year	22.14
3rd year	25.59
4th year	32.55

8-NYDCT9-DWT

Painter - Bridge & Structural Steel 07/01/2026

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per Hour:
STEEL:

Bridge Painting:	07/01/2026	10/01/2026
	$ 57.00*	Additional
	+ 12.90**	+ 3.64***

ADDITIONAL $7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

*NOTE: All premium wages are to be calculated on base rate per hour only.

** For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

*** To be allocated a later date

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:
Journeyworker:

$ 13.49
+ 31.67*

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:
Apprentices: (1) year terms.

	07/01/2026
1st year	$ 22.80* + 5.64**
2nd year	$ 34.20* + 7.74**
3rd year	$ 45.60* + 10.31**

*NOTE: All premium wages are to be calculated on base rate per hour only.

** For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

Supplemental Benefits - Per hour:

1st year	$ 13.74
2nd year	$ 8.09* + 18.99
3rd year	$ 10.79* + 25.34

*Portion not applicable to May 1st to November 15th and Nov 16th to April 30th period mentioned above.

8-DC-9/806/155-BrSS

Painter - Line Striping **07/01/2026**

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 8

ENTIRE COUNTIES
Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per hour:

Painter (Striping-Highway):	07/01/2026	04/01/2027
Striping-Machine Operator*	$ 36.93	$ 38.45
Linerman Thermoplastic	44.44	46.22

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

SHIFT WORK
When directly specified in public agency or authority contract documents there shall be a 30% night shift premium pay differential for all work performed after 9:00pm and before 5:00am.

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker:

Striping Machine Operator:	$ 24.95	$ 25.60
Linerman Thermoplastic:	24.95	25.60

OVERTIME PAY
See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rates:

	07/01/2026
1st Term:	$ 21.18
2nd Term:	27.40
3rd Term:	33.30

Supplemental Benefits per hour:

1st term:	$ 18.06
2nd term:	22.14
3rd term:	25.59

8-1456-LS

Painter - Metal Polisher 07/01/2026

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2026
Metal Polisher	$ 41.33
Metal Polisher*	42.43
Metal Polisher**	45.33

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker:
All classifications $ 13.99

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2026
1st year	$ 20.67
2nd year	22.73
3rd year	24.80
1st year*	$ 21.06
2nd year*	23.17
3rd year*	25.34
1st year**	$ 23.17
2nd year**	25.23
3rd year**	27.30

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year	$ 9.19
2nd year	9.19
3rd year	9.19

8-8A/28A-MP

Plumber — 07/01/2026

JOB DESCRIPTION Plumber **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Westchester

WAGES
Per hour:

	07/01/2026
Plumber and Steamfitter	$ 66.83

SHIFT WORK

SHIFT WORK:
When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 46.79

OVERTIME PAY
See (B, E, E2, Q, V) on OVERTIME PAGE
OVERTIME:... See on OVERTIME PAGE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1)year terms at the following wages:

1st Term	$ 24.95
2nd Term	28.59
3rd Term	33.07
4th Term	47.01
5th Term	50.42

Supplemental Benefits per hour:

1st term	$ 19.16
2nd term	21.42
3rd term	25.44
4th term	33.77
5th term	35.82

8-21.1-ST

Plumber - HVAC / Service — 07/01/2026

JOB DESCRIPTION Plumber - HVAC / Service **DISTRICT** 8

ENTIRE COUNTIES
Dutchess, Putnam, Westchester

PARTIAL COUNTIES
Delaware: Only the townships of Middletown and Roxbury
Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES
Per hour: 07/01/2026

HVAC Service	$ 45.43
	+ $ 4.52*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker HVAC Service
$ 33.34

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
HVAC SERVICE
(1)year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
$ 20.56	$ 24.42	$ 30.35	$ 37.33	$ 40.63
+$2.45*	+$2.79*	+$3.34*	+$4.00*	+$4.26*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits per hour:

Apprentices 07/01/2026

1st term	$ 22.81
2nd term	24.68
3rd term	26.69
4th term	29.49
5th term	31.46

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations — 07/01/2026

JOB DESCRIPTION Plumber - Jobbing & Alterations **DISTRICT** 8

ENTIRE COUNTIES
Dutchess, Putnam, Westchester

PARTIAL COUNTIES
Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour:	07/01/2026
Journeyworker:	$ 52.14

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK
When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker	$ 38.99

OVERTIME PAY
See (B, *E, E2, Q, V) on OVERTIME PAGE
*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following wages:

1st year	$ 22.32
2nd year	24.83
3rd year	27.16
4th year	38.07
5th year	40.25

Supplemental Benefits per hour:

1st year	$ 13.07
2nd year	15.31
3rd year	19.67
4th year	26.65
5th year	28.88

8-21.3-J&A

Roofer 07/01/2026

JOB DESCRIPTION Roofer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2026	05/01/2027 Additional
Roofer/Waterproofer	$ 52.50 + $7.00*	+ $ 3.00

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS
Per Hour: $ 33.12

OVERTIME PAY
See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year term apprentices indentured prior to 01/01/2023

1st	2nd	3rd	4th
$ 18.38	$ 26.25	$ 31.50	$ 39.38
	+ 3.50*	+ 4.20*	+ 5.26*

Supplemental Benefits:

1st	2nd	3rd	4th
$ 4.32	$ 16.94	$ 20.17	$ 25.03

* This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

1st	2nd	3rd	4th	5th
$ 19.95	$ 23.63	$ 26.25	$ 31.50	$ 39.38
	+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26*

Supplemental Benefits:

1st	2nd	3rd	4th	5th
$ 8.15	$ 15.32	$ 16.94	$ 20.17	$ 25.03

* This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker — 07/01/2026

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 8

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

	07/01/2026
SheetMetal Worker	$ 53.48
	+ 3.81*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SHIFT WORK
For all NYS D.O.T. and other Governmental mandated off-shift work:
12% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS
Journeyworker $ 48.71

OVERTIME PAY
See (B, E, Q,) on OVERTIME PAGE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE
Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 21.80	$ 22.61	$ 25.12	$ 27.61	$ 30.13	$ 32.67	$ 35.65	$ 38.61
+ 1.52*	+ 1.71*	+ 1.91*	+ 2.10*	+ 2.29*	+ 2.48*	+ 2.67*	+ 2.86*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits per hour:

Apprentices	
1st term	$ 19.09
2nd term	23.39
3rd term	25.99
4th term	28.59
5th term	31.18
6th term	33.76

7th term	35.89
8th term	38.04

8-38

Sheetmetal Worker — 07/01/2026

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour:

	07/01/2026	08/01/2026
Sign Erector	$ 62.00	$ 64.00

NOTE: For Structurally Supported Overhead Highway Signs (See STRUCTURAL IRON WORKER CLASSIFICATION)

SUPPLEMENTAL BENEFITS
Per Hour:

Sign Erector	$ 59.58	$ 60.62

OVERTIME PAY
See (B, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS Per Hour:

07/01/2026

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 19.04	$ 21.62	$ 24.21	$ 26.79	$36.17	$ 39.36	$ 43.50	$ 46.77	$ 50.05	$ 53.32

08/01/2026

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 19.45	$ 22.09	$ 24.72	$ 27.36	$36.81	$ 40.07	$ 44.29	$ 47.62	$ 50.95	$ 54.29

4-137-SE

Sprinkler Fitter — 07/01/2026

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES
Per hour

	07/01/2026	01/01/2027	04/01/2027	01/01/2028
Sprinkler Fitter	$ 60.78	$ 60.78	$ 64.37	$ 64.37

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 32.66	$ 33.66	$ 33.66	$ 34.66

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

One Half Year terms at the following wage per hour:

	07/01/2026	01/01/2027	04/01/2027	01/01/2028
1st Term	$ 30.87	$ 30.87	$ 32.42	$ 32.42
2nd Term	34.46	34.46	36.19	36.19
3rd Term	37.34	37.34	39.20	39.20
4th Term	40.21	40.21	42.22	42.22
5th Term	42.36	42.36	44.48	44.48
6th Term	45.95	45.95	48.25	48.25
7th Term	48.82	48.82	51.27	51.27
8th Term	51.70	51.70	54.28	54.28
9th Term	54.57	54.57	57.30	57.30
10th Term	57.44	57.44	60.31	60.31
Supplemental Benefits per hour:				
1st & 2nd Term	$ 10.23	$ 11.23	$ 11.23	$ 12.23
3rd & 4th Term	22.79	23.79	23.79	24.79
All Other Terms	23.04	24.04	24.04	25.04

1-669.2

Teamster - Building / Heavy&Highway — 07/01/2026

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT** 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.
GROUP AA: Tack Coat
GROUP B: Tractor & Trailers (all types).
GROUP BB: Tri-Axle,14 Wheeler
GROUP C: Low Boy (carrying equipment).
GROUP D: Fuel Trucks, Tire Trucks.
GROUP DD: Tow Truck/Flatbed Single axle.
GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.
GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.
GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, Belly Articulated Dumps, Trailer Wagons, Tracker/Crawler Dump Truck.
GROUP H: Off-road Equipment(under 40 tons), Euclid.
GROUP HH: Off-road Equipment(under 40 tons) D.J.B.
GROUP I: Off-road Equipment(under 40 tons) Darts.
GROUP II: Off-road Equipment(under 40 tons) RXS.

WAGES:(per hour)

	07/01/2026
GROUP A	$ 49.61*
GROUP AA	52.61*
GROUP B	50.23*
GROUP BB	49.73*
GROUP C	52.36*
GROUP D	50.06*
GROUP DD	38.74*
GROUP E	50.61*
GROUP F	51.61*
GROUP G	50.36*
GROUP H	50.98*
GROUP HH	51.36*
GROUP I	51.11*
GROUP II	51.48*

* To calculate premium wage, subtract $ .10 from the hourly wage.

Note: Fuel truck operators on construction sites addit. $5.00 per day.

For work on hazardous/toxic waste site addit. 20% of hourly rate.

Note: For aggregate and asphalt delivery, the applicable prevailing rate is based on the type of vehicle operated.

SHIFT WORK
When mandated by the contracting agency, DOT, or any governmental agency contracts shall receive a shift differential of fifteen (15%) above the wage rate for all work performed during the irregular shift.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker

First 40 hours	$ 40.83
Over 40 hours	31.64

OVERTIME PAY
See (B, E, P, *R, **T) on OVERTIME PAGE
*For code (8,15,25,26) code R applies
**For code (5,6) code T applies

HOLIDAY
Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

8-456

Welder 07/01/2026

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour 07/01/2026

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(B3)	Time and one half of the hourly rate after 40 straight hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays

(S)	Two and one half times the hourly rate for Holidays
(S1)	Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
(T)	Triple the hourly rate for Holidays
(U)	Four times the hourly rate for Holidays
(V)	Including benefits at SAME PREMIUM as shown for overtime
(W)	Time and one half for benefits on all overtime hours.
(X)	Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone Fax

E-Mail:

2. NY State Units (see Item 5).

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 1O Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Fuel Delivery
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://apps.labor.ny.gov/EDList/searchPage.do

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 07/20/2026

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		ALEXANDER DELISA		411 THEODORE FREMND SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC	*****8017	AMIN ELECTRICAL CORP.		97-23 218TH STREET QUEENS VILLAGE NY 11429	12/04/2025	12/04/2030
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY CASALE		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL	*****3932	B ROC CONSTRUCTION INC		7307 WOODSIDE ROAD VICTOR NY 14564	05/06/2025	05/06/2030
DOL	DA	*****2404	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		C.M.C CONTRACTORS, INC.		500 WEST PUTNAM AVE SUITE 400GREENWICH CT 06830	09/03/2025	09/03/2030
DOL	DOL		CARLOS F. ESCOBAR		411 THEODORE FREMD AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		CARLOS FIGUEROA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL		CESAREO TULA		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****2292	CHAMPION MAINTENANCE CONTRACTORS, INC.		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHRISTOPHER PEROSI		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL DELISA		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	DOL		DANIEL LOHAN		6836 N. LEXINGTON LANE NILES IL 60714	05/28/2026	05/28/2031
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028

NYSDOL Bureau of Public Work Debarment List 07/20/2026

Article 8

DOL	DOL		DENISE NAGLE		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2337	EGL DRAINAGE SOLUTION & REPAIRS LLC		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	NYC		ENRICO MANETTA		101 MALBA DR. WHITESTONE NY 11357	04/01/2026	04/01/2031
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	NYC		GHANSHYAM AMIN		97-23 218TH STREET QUEENS VILLAGE NY 11429	12/04/2025	12/04/2030
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HENRY WICKE A/K/A HENRY WICKE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****6961	HUNTER ELEVATOR COMPANY, INC.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****5010	J. LINDSLEY ENTERPRISE, LLC		1002 STATE ROUTE 176 FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****0241	J. LINDSLEY ROOFING, LLC		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028

DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JENNIFER LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JERRY DASTON		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN NAGLE A/K/A JOHN NAGLE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JONATHAN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE FIGUEROA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	01/30/2026	01/30/2031
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LIZETTE PONCE		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC	*****7516	MANCO ENTERPRISES OF NY, INC.		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
DOL	NYC	*****1783	MANETTA ENTERPISES, INC. D/B/A MANETTA INDUSTRIES		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030
DOL	DOL		NICHOLAS RAO		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028

NYSDOL Bureau of Public Work Debarment List 07/20/2026

Article 8

DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	*****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****2041	QUALITY STEEL ERECTORS INC.		6836 N. LEXINGTON LANE NILES IL 60714	05/28/2026	05/28/2031
DOL	DOL	*****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		ROSA GARCIA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEVEN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4855	TECH INDUSTRIES LLC		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026

NYSDOL Bureau of Public Work Debarment List 07/20/2026

Article 8

DOL	DOL	*****8485	TULA PLUMBING AND HEATING LLC		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		WILLIAM A BELL		7307 WOODSIDE ROAD VICTOR NY 14564	05/06/2025	05/06/2030
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL	*****9494	WND CONSTRUCTION LLC		411 THEODORE FREMD AVENUE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

DRAFT

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Bid Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

SURETY:
(Name, legal status and principal place of business)

« »« »
« »

OWNER:
(Name, legal status and address)

« »« »
« »

BOND AMOUNT: $ « »

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

«PWA»
« »
« »

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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User Notes:

Signed and sealed this « » day of « » , « »

« »	
(Contractor as Principal)	*(Seal)*
« »	
(Witness)	*(Title)*
« »	
(Surety)	*(Seal)*
« »	
(Witness)	*(Title)*

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Performance Bond

CONTRACTOR:
(Name, legal status and address)
« »« »
« »

SURETY:
(Name, legal status and principal place of business)
« »« »
« »

OWNER:
(Name, legal status and address)
« »« »
« »

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)
«PWA»
« »

BOND
Date:
(Not earlier than Construction Contract Date)
« »
Amount: $ « »
Modifications to this Bond: « » None « » See Section 16

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**
« »
« »
« »

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
« »
« »
« »
« »
« »
« »

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

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§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« » SEE ATTACHED RIDER required by Article 11 of the General Conditions of the Contract for Construction

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »
Address:	« »	Address:	« »

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User Notes: (1798589260)

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Payment Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

SURETY:
(Name, legal status and principal place of business)

« »« »
« »

OWNER:
(Name, legal status and address)

« »« »
« »

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)
«PWA»
« »

BOND
Date:
(Not earlier than Construction Contract Date)
« »
Amount: $ « »
Modifications to this Bond: « » None « » See Section 18

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

« »
« »
« »

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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(1783972170)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- **.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- **.2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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(1783972170)

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

« » SEE ATTACHED RIDER required by Article 11 of the General Conditions of the Contract for Construction

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »
Address:	« »	Address:	« »

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AIA® Document G732™ – 2009

Application and Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER:	**PROJECT:**	**APPLICATION NO:** 001	**DISTRIBUTION TO:**	
			OWNER	☐
		PERIOD TO:	CONSTRUCTION MANAGER	☐
			ARCHITECT	☐
FROM CONTRACTOR:	**VIA CONSTRUCTION MANAGER:**	**CONTRACT DATE:**	CONTRACTOR	☐
			FIELD	☐
		PROJECT NOS: / /		☐
	VIA ARCHITECT:			
CONTRACT FOR: General Construction				

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM		$0.00
2. NET CHANGES IN THE WORK		$0.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*		$0.00
4. TOTAL COMPLETED AND STORED TO DATE *(Column G on G703)*		$0.00
5. RETAINAGE:		
a. 0 % of Completed Work *(Column D + E on G703:* $0.00 *)* =	$0.00	
b. 0 % of Stored Material *(Column F on G703:* $0.00 *)* =	$0.00	
Total Retainage *(Lines 5a + 5b, or Total in Column I on G703)*		$0.00
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*		$0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*		$0.00
8. CURRENT PAYMENT DUE		$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*	$0.00	

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this month including Construction Change Directives	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES IN THE WORK		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:
County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT: *(NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)*

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document, G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:	001
APPLICATION DATE:	
PERIOD TO:	
ARCHITECT'S PROJECT NO:	

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00**

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AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
PWA

PROJECT NUMBER: /
CONTRACT FOR: General Construction
CONTRACT DATE:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address)

TO CONTRACTOR:
(Name and address)

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty **Date of Commencement**

ARCHITECT	BY	DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

OWNER	BY	DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)* PWA	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐ ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐ OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G706A™ - 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

PWA

TO OWNER: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)* PWA	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐ ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐ OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

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PART 1 - GENERAL

1.01 BRIEF PURPOSE OF PROJECT / GENERAL

A. The purpose of the project is:

1. Primrose Elementary School
   a. Fire alarm system improvements
   b. Replacement of exterior canopy at entrance
   c. Replacement of electrical panel boards
   d. Masonry and weatherization repairs to the building exterior
   e. Site improvements such as new sidewalks, curbing, and drainage for support of new exterior canopy
   f. Improvements to heating, cooling, and ventilation system
   g. Improvements to various restrooms throughout
   h. Replacement of flooring throughout
   i. Upgrades to fire-rated safety glass for windows at main office

2. Somers High School
   a. Improvements to heating, cooling, and ventilation system
   b. Replacement of antiquated electrical panel boards
   c. Masonry and weatherization repairs to the building exterior
   d. Reconfiguration of Upper Gym exterior ramp
   e. Replacement of flooring and ceilings throughout
   f. Improvements to various restrooms throughout
   g. Replacement of antiquated windows in-kind throughout
   h. Replacement of exterior gym doors and installation of closers on doors as required throughout
   i. Improvements to various classrooms throughout
   j. Replacement of kitchen freezers
   k. Improvements to Upper Gym and locker rooms

B. This Section provides an abbreviated summary of the work for the Construction Contracts associated with the Owner's program to construct the project.

C. In the event that any of the provisions in the technical specifications conflicts with the general conditions, the provision more favorable to the owner, as determined by the owner in its sole discretion, shall govern.

1.02 NOMENCLATURE

A. Where the terms "Engineer/Architect", "Architect/Engineer", "Engineer", or "Architect" are used throughout these Contract Documents, they shall mean the firm of H2M architects + engineers as may be abbreviated by H2M or H2M Group.

B. The terms "Contractor" and/or "Prime Contractor" where used within the body of a specific Construction Contract, (i.e.; Contract G, Contract E, Contract M, Contract P, and Contract S), shall refer to the individual or company who has entered into an agreement with the Owner to perform the work contained within those Contract Documents. The lack of word capitalization shall be incidental.
The General Construction Contractor may be referred to as the "General Contractor", "Prime General Contractor", "Contract G Contractor" or similar wording. The lack of word capitalization shall be incidental. This Construction Contract shall be known as Contract G1.

C. The Electrical Construction Contractor may be referred to as the "Electrical Contractor", "Prime Electrical Contractor", "Contract E Contractor" or similar wording. The lack of word capitalization

shall be incidental. This Construction Contract shall be known as Contract E1. The Heating, Ventilating & Air Conditioning Construction Contractor may be referred to as the "HVAC Contractor", "Prime HVAC Contractor", "Contract M Contractor" or similar wording. The lack of word capitalization shall be incidental. This Construction Contract shall be known as Contract M1.

D. The Plumbing Construction Contractor may be referred to as the "Plumbing Contractor", "Prime Plumbing Contractor", "Contract P Contractor" or similar wording. The lack of word capitalization shall be incidental. This Construction Contract shall be known as Contract P1. Where the terms "Owner" or "Owner's Construction Representative" are used, they will be defined as a person selected by the Owner, or the actual Owner, Somers Central School District.

1.03 ABBREVIATED SUMMARY OF CONTRACT G1 WORK

A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents for this Construction Contract. Each contractor shall coordinate, through the Owner/Architect/Engineer, the work of their contract with the work by others.

B. This following abbreviated summary is provided in order to briefly describe the work covered by the Contract Documents for this Construction Contract. It is not all inclusive of the work under the Contract.

C. The work includes, but is not limited to, the following:

1. Primrose Elementary School
    a. Replacement of exterior canopy at entrance
    b. Masonry and weatherization repairs to the building exterior
    c. Improvements to various restrooms throughout
    d. Replacement of flooring throughout
    e. Upgrades to fire-rated safety glass for windows at main office
    f. Project closeout submittals.

2. Somers High School
    a. Masonry and weatherization repairs to the building exterior
    b. Reconfiguration of Upper Gym exterior ramp
    c. Replacement of flooring and ceilings throughout
    d. Improvements to various restrooms throughout
    e. Replacement of antiquated windows in-kind throughout
    f. Replacement of exterior gym doors
    g. Installation of closers on doors as required throughout
    h. Improvements to various classrooms throughout
    i. Replacement of kitchen freezers
    j. Improvements to Upper Gym and locker rooms
    k. Project closeout submittals.

D. All other work shown and specified within the Contract Documents for Contract G1.

1.04 ABBREVIATED SUMMARY OF CONTRACT E1 WORK

A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents for this Construction Contract. Each Contractor shall coordinate, through the Owner/Architect/Engineer, the work of their contract with the work by others.

B. This following abbreviated summary is provided in order to briefly describe the work covered by the Contract Documents for this Construction Contract. It is not all inclusive of the work under the Contract.

C. The work includes, but is not limited to, the following:

1. Primrose Elementary School
    a. Replacement of electrical panel boards
    b. Project closeout submittals.

2. Somers High School
    a. Replacement of antiquated electrical panel boards
    b. Project closeout submittals.

D. All other work shown and specified in the Contract Documents for Contract E1.

1.05 ABBREVIATED SUMMARY OF CONTRACT M1 WORK

A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents for this Construction Contract. Each contractor shall coordinate, through the Owner/Architect/Engineer, the work of their contract with the work by others.

B. This following abbreviated summary is provided in order to briefly describe the work covered by the Contract Documents for this Construction Contract. It is not all inclusive of the work under the Contract.

C. The work includes, but is not limited to, the following:

1. Primrose Elementary School
    a. Improvements to heating, cooling, and ventilation system
    b. Project closeout submittals.

2. Somers High School
    a. Improvements to heating, cooling, and ventilation system
    b. Project closeout submittals.

D. All other work shown and specified in the Contract Documents for Contract M1.

1.06 ABBREVIATED SUMMARY OF CONTRACT P1 WORK

A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents for this Construction Contract. Each contractor shall coordinate, through the Owner/Architect/Engineer, the work of their contract with the work by others.

B. This following abbreviated summary is provided in order to briefly describe the work covered by the Contract Documents for this Construction Contract. It is not all inclusive of the work under the Contract.

C. The work includes, but is not limited to, the following:

1. Primrose Elementary School
   a. Improvements to various restroom fixtures throughout
   b. Project closeout submittals.

2. Somers High School
   a. Improvements to various restroom fixtures throughout
   b. Project closeout submittals.

D. All other work shown and specified in the Contract Documents for Contract P1.

1.07 PARTIAL LISTING OF SPECIFIC CONTRACT REQUIREMENTS

A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but are not limited to, the following:
   1. The contractor shall adhere to all New York State Education Department requirements, including but not limited to NYCRR, Title 8, Chapter 2, Part 155.5 - Uniform Safety Standards for School Construction and Maintenance.

1.08 PARTIAL LISTING OF OVERALL CONTRACT REQUIREMENTS

A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but is not limited to, the following:
   1. Debris removal and daily and final cleaning up.
   2. Coordination with the Owner and other contractors who have been awarded work by the Owner.
   3. Coordination with utility companies necessary to schedule connection of services, and management of the installation.
   4. Site utilization and management so as not to disrupt the Owner’s ability to operate the existing facilities in a safe and efficient manner.
   5. Maintain the Owner’s ability to operate the facility at all times during the construction period.
   6. Facilities to be used during the contract period that are to be used by the Owner or his representatives and others involved with constructing the project.
   7. Product and equipment storage and handling requirements.
   8. Site safety in accordance with all applicable federal, state, and local regulations.
   9. Project submittals, testing services, work plans, schedules, shop drawings, closeout procedures and documents, manuals, as-built drawings, and final commissioning, of the work shall be provided as required by the Contract.

10. Provide and maintain, at all times, temporary roadways for site access to all parties involved with the project.
11. To not hinder the Owner's ability to deliver a safe and potable water supply.

1.09 OWNER SUPPLIED PRODUCTS AND UTILITIES

A. The Owner will not be supplying equipment, labor, or tools for the project.

1.10 EXISTING CONDITIONS

A. The Drawings show certain information that has been obtained by the Owner regarding various conditions that exist at the location of the project both below and at grade.

B. The Owner and the Architect/Engineer expressly disclaims all responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing facilities.

C. In the case where the Contractor discovers an obstruction not indicated on the Drawings or not described via specification reference, then the Contractor shall immediately notify the Architect/Engineer of the obstructions' existence.

D. The Architect/Engineer will determine if the obstruction is to be relocated or removed.

E. Compensation for this extra work will be paid for in accordance with the provisions in the Contract for "Extra Work".

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Site access and control of areas outside of site.

B. Contractor use of the premises.

C. Contractor storage, parking and deliveries.

D. Work hours, employee conduct and miscellaneous employee requirements.

1.02 SITE ACCESS AND CONTROL

A. Contractors shall use the designated entrance to the site as shown on the drawings. If no site entrance is designated, Contractors shall use an entrance designated by the Owner's Construction Representative.
   1. The Owner may permit, solely at the Owner's discretion, the temporary use of another entrance for site access.
   2. The Owner will only review requests made by the Contractor for an exception to the designated site entrance if made in writing at least 72 hours in advance of each of the times desired for use.

B. All contractors to maintain the entrance area clear of materials, vehicles and any other obstacle or debris. Failure to do so will result in a minimum back charge of $750 per occurrence.

C. The area around the site is a residential neighborhood. The Owner intends to be a good neighbor. Contractors shall not close any road for any period in time. The Contractors shall take whatever measures are necessary to not cause any inconvenience to the area's residents

D. All Contractors are responsible to employ methods to prevent construction materials and/or debris from leaving the site. All Contractors are responsible to routinely monitor the areas surrounding the site during the day as well as at the end of the work-day and to immediately clean up any area to its previous condition.

E. The Contractors shall employ methods to prevent the transmission of dirt from vehicles driving on exposed areas of the site from reaching the surrounding roadways. The Contractors will be responsible to immediately clean the roadway, should the measures being taken by the Contractors not satisfactorily control the transmission of any dirt to the roadway.

F. Any damages to areas outside the site, spills of soil, liquid, or any other material shall immediately be repaired, cleaned and restored to its previous condition.

G. The Contractors shall comply with all state and local requirements for allowable weight limits of vehicles on all roads.

H. The Owner reserves the right to back charge the Contractors for all costs associated with maintaining the grounds as well as maintaining areas outside the site, which may be disturbed by the Contractors should the Contractors fail to maintain or repair the aforementioned in a condition acceptable to the Owner.

1.03 CONTRACTOR USE OF THE PREMISES

A. Premises, for the purpose of this Contract, shall mean the site, buildings and other structures located within the property line or in any temporary or permanent construction easements identified on the plans.

B. The Contractors shall use and manage the premises and the associated construction activities as follows:
   1. To not hinder the Owner's ability to operate their facilities.
   2. To allow other Prime Contractors to install their work and complete their contractual obligations in the time period specified.
   3. To allow for stockpiling of construction material and debris without any significant hardship, as defined by the Owner's Construction Representative, on the Owner or other contractors.

4. To allow for the stockpiling of excavated soil and imported fill, when called for, without any significant hardship, as defined by the Owner's Construction Representative, on the Owner or other contractors.
5. To allow utility companies to install their work.
6. To allow for the delivery of equipment and materials by independent trucking companies by leaving enough space for backing in and out of areas.
7. To allow for the safe, unimpeded travel way of the Owners vehicles, Owner's Construction Representative's vehicles, Architect/Engineer's vehicles, construction vehicles and heavy construction equipment about the entire site.

C. Contractors shall maintain the premises in a safe condition throughout the construction period. Compliance with OSHA regulations and site safety shall be the responsibility of the Contractor as it relates to work of the Contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractors.

D. Contractors shall be responsible for protecting Owner's property. All existing buildings, structures, shrubs, trees, lawn fixtures, sculptures and misc. equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by Owner's Construction Representative.

E. Contractors shall protect all of the physical structures, property and improvements upon the site from damage by their Work and shall immediately repair or replace damage caused by construction operations, employees or equipment employed by the Contractor. All labor, materials and equipment and outside contractors that are employed by the Owner to repair damage caused by the Contractor shall be billed to the Contractor directly or withheld from money due the Contractor for work already completed.

F. Immediately remove excess excavated material or relocate to areas on the site requiring placement of fill. Do not stockpile excess material on the site.

G. The construction site space is limited and it shall be the General Contractor's responsibility to manage the site during the entire construction period with input from all concerned parties as to meeting their needs. Equal consideration of the needs of others with that of the Contractor's shall be provided as judged by the Owner.

H. Due to the limited site area available for construction, staging areas shall be relocated several times during the various stages of construction. Additional compensation for relocating staging areas, equipment and material storage, and trailers are not to be considered an extra cost to the Contractor as this is an anticipated expense that shall be considered at the time of the bid.

I. Contractors are responsible for cleaning up their own materials and debris. Failure to maintain a clean work site daily, will result in other performing the work and Contractors being back charged for the cleaning cost plus construction administration fees.

J. Use of the existing building facilities during construction is prohibited including but not limited to: toilet rooms, telephone and water fountains. Contractors shall be fined ($250) per occurrence if their employee (or subcontractor's employee) is observed disregarding these rules.

K. Should it become necessary to access the existing building during construction hours for measurements or other non-disruptive work, the contractor shall be escorted by an Owner's Construction Representative.

L. Do not discard or dispose of any waste on-site.

M. Open fires will not be permitted on the site.

N. The Sitework Contractor shall employ erosion control measures to protect wetlands located adjacent to the work where shown on the Drawings and as required by regulatory agencies.

O. Install erosion control measures as indicated in the Contract. The Contractor shall confine stormwater runoff to the site.

1.04 CONTRACTOR STORAGE, PARKING AND DELIVERIES

A. Contractors must provide exterior storage containers when required. Final location of storage container shall be determined by the Owner.

B. Do not unreasonably encumber the premises with materials and equipment. Do not store material in existing buildings. Store all equipment and materials to allow the Owner's employees to operate and conduct their business safely.

C. Confine premise storage areas to locations designated by the Owner. Immediately repair or replace damaged facilities to the satisfaction of the Owner and to a condition that existed before the damage occurred as determined by preconstruction photographs, or if photographs are unavailable, to that deemed by the Owner.

D. No materials storage will be permitted within the buildings at any time during construction.

E. Storage of chemicals and paint materials shall be outside the existing or new structures and shall follow manufacturer's storage/handling guidelines.

F. Compressed gas containers shall be properly stored and secured per OSHA, to the satisfaction of the Owner. Failure to do so will result in a $250 back charge, per occurrence.

G. Contractors shall provide minimum of 48 hours advance written notice to the Owner's Construction Representative for deliveries of materials, site visits by inspectors, manufacturer's representatives or any other occasion that impacts the use of the site. Contractors shall be responsible for any costs that are incurred by the owner, for failure to meet previously agreed upon appointments or work schedules.

H. Deliveries sent to the Owner 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.

I. Night deliveries of equipment (past the designated quitting time) will not be permitted. Do not schedule trucking companies to deliver equipment or wait for the job site to open. Delivery trucks shall not obstruct the site entrance, shall not sit within the neighborhood causing an obstruction or perceived nuisance, nor be left idling on or off the site for any period of time.

J. Parking shall be in the designated areas of the site only. All automotive type vehicles are to be locked when parked or unattended to prevent unauthorized use. Do not leave vehicles or equipment unattended with the motor running or the ignition key in place. Any vehicles or trucks in non-designated areas may be towed at contractor's expense.

1.05 WORK HOURS, EMPLOYEE CONDUCT AND MISCELLANEOUS EMPLOYEE REQUIREMENTS

A. The Contractors will be permitted to schedule working days and hours as specified in the General Terms and Conditions, if no times are specified therein then the work hours shall be Monday - Friday 8:00 am - 4:00 pm.

B. Employees are to act in a professional manner. Any employee using inappropriate language or who is disruptive to the work environment will be banned from the site.

C. Proper work attire is required. Shirts are to be worn at all times and no short pants are permitted.

D. Comply with the Owner's Identification and Personal Protection Policies. A copy of the current policy will be distributed at the initial job meeting.

E. Employees shall not converse with local residents or Owner's employees.

F. Any employee found under the influence of any drug or alcohol will be banned from the site.

G. The following items are not allowed on the Site or the Owner's premises. Any person observed to bear any of the following items will be immediately removed from the site.
   1. Firearms, ammunition, weapons, and dangerous instruments (other than tools required for the work).
   2. Alcoholic beverages or illegal controlled substances.
   3. Cameras (except with written permission from the Owner).

H. Smoking is not permitted withing the building except for outdoors at least 100 feet from any window, louver, or door. Comply with the Owner's policies relating to smoking at the Site.

I. The Contractors shall schedule working days and hours as specified. The contractor shall pay all excess costs for working beyond the times specified. This includes the cost of the owner's employees to keep the building/site open and/or the cost of the additional services for the construction manager.

1.06 UNIFORM SAFETY STANDARDS

A. Section 155.5 Uniform Safety Standards for School Construction and Maintenance Projects

Disclaimer: These Rules of the Regents and Regulations of the Commissioner of Education ("regulations") are unofficial, and are presented for general informational purposes as a public service. Although reasonable efforts have been made to ensure that these regulations are current, complete and accurate, the State Education Department does not warrant or represent that they are current, complete and accurate. These regulations are subject to change on a regular basis. Readers are advised to consult Title 8 of the Official Compilation of Codes, Rules and Regulations of the State of New York (8 NYCRR), published by the Department of State, and the State Register <http://www.dos.state.ny.us/info/register.htm> for the official exposition of the text of these regulations, as well as for amendments and any subsequent changes or revisions thereto.

1. Monitoring of construction and maintenance activities.
   a. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy and shall be monitored during construction or maintenance activities for safety violations by school district personnel. It is the responsibility of the board of education or board of cooperative educational services to assure that these standards are continuously maintained when the building or any portion thereof is occupied.
   b. Investigation and disposition of complaints relating to health and safety received as a result of construction and maintenance activities.
      1) Boards of education and boards of cooperative educational services shall follow procedures established under section 155.4(d)(7) of this Part.
   c. Pre-construction testing and planning for construction projects.
      1) Boards of education and boards of cooperative educational services shall assure that proper planning is made for safety of building occupants during construction. For all construction projects for which bids are issued on or after September 30, 1999, such boards shall assure that safety is addressed in the bid specifications and contract documents before contract documents are advertised for bid. All school areas to be disturbed during renovation or demolition shall be tested for lead and asbestos. Appropriate procedures to protect the health of building occupants shall be included in the final construction documents for bidding.
      2) Boards of education and boards of cooperative educational services shall establish procedures for involvement of the health and safety committee to monitor safety during school construction projects. The health and safety committees in school districts other than in cities with one million inhabitants or more shall be expanded during construction projects to include the project architect, construction manager, and the contractors. Such committee shall meet periodically to review issues and address complaints related to health and safety resulting from the construction project. In the case of a city school district in a city of one million inhabitants or more, the board of education shall submit procedures for protecting health and safety during construction to the commissioner for approval. Such procedures shall outline methods for compliance with this section.
      3) The district emergency management plan shall be updated to reflect any changes necessary to accommodate the construction process, including an updated emergency exit plan indicating temporary exits required due to construction. Provisions shall be made for the emergency evacuation and relocation or release of students and staff in the event of a construction incident.

4) Fire drills shall be held to familiarize students and staff with temporary exits and revised emergency procedures whenever such temporary exits and revised emergency procedures are required.

d. Pre-construction notification of construction projects.
   1) The board of education or board of cooperative educational services shall establish procedures for notification of parents, staff and the community in advance of a construction project of $10,000 or more to be conducted in a school building while the building is occupied. Such procedures shall provide notice at least two months prior to the date on which construction is scheduled to begin, provided that in the case of emergency construction projects, such notice shall be provided as far in advance of the start of construction as is practicable. Such notice shall include information on the district's obligations under this section to provide a safe school environment during construction projects. Such notice requirement may be met by publication in district newsletters, direct mailings, or holding a public hearing on the project to inform parents, students, school personnel and community members.

e. General safety and security standards for construction projects.
   1) All construction materials shall be stored in a safe and secure manner.
   2) Fences around construction supplies or debris shall be maintained.
   3) Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
   4) During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
   5) Workers shall be required to wear photo identification badges at all times for identification and security purposes while working at occupied sites.

f. Separation of construction areas from occupied spaces.
   1) Construction areas which are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.
   2) A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.
   3) Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
   4) All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session.

g. Maintaining exiting and ventilation during school construction projects.
   1) The following information shall be included in all plans and specifications for school building projects:
      (a) A plan detailing how exiting required by the applicable building code will be maintained during construction. The plan shall indicate temporary construction required to isolate construction equipment, materials, people, dust, fumes, odors, and noise during the construction period. Temporary construction details shall meet code-required fire ratings for separation and

corridor enclosure. At a minimum, required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times.

(b) A plan detailing how adequate ventilation will be maintained during construction. The plan shall indicate ductwork which must be rerouted, disconnected, or capped in order to prevent contaminants from the construction area from entering the occupied areas of the building. The plan shall also indicate how required ventilation to occupied spaces affected by construction will be maintained during the project.

h. Fire and hazard prevention.

1) Areas of buildings under construction that are to remain occupied shall maintain a certificate of occupancy. In addition, the following shall be strictly enforced:

(a) No smoking is allowed on public school property, including construction areas.

(b) During construction daily inspections of district occupied areas shall be conducted by school district personnel to assure that construction materials, equipment or debris not block fire exits or emergency egress windows.

(c) Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the project.

i. Noise abatement during construction and maintenance activities.

1) Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken. Noise level measurements (dba) shall be taken with a type 2 sound level meter in the occupied space in a location closest to the source of the noise. Complaints regarding excessive noise shall be addressed through the health and safety committee. The district should anticipate those times when construction noise is unacceptable and incorporate “no work” periods into the bid specifications.

j. Control of chemical fumes, gases, and other contaminants during construction and maintenance projects.

1) The bid specifications and construction contracts for each construction project shall indicate how and where welding, gasoline engine, roofing, paving, painting or other fumes will be exhausted. Care must be taken to assure fresh air intakes do not draw in such fumes.

2) The bid specifications shall require schedules of work on construction and maintenance projects which include time for off-gassing of volatile organic compounds introduced during construction before occupancy is allowed. Specific attention is warranted for activities including glues, paint, furniture, carpeting, wall coverings, and drapery. Manufacturers shall be contacted to obtain information regarding appropriate temperatures and times needed to cure or ventilate the product during use and before safe occupancy of a space can be assured. Building materials or furnishings which off-gas chemical fumes, gases, or other contaminants shall be aired out in a well ventilated heated warehouse before it is brought to the project for installation or the manufacturer's recommended off-gassing periods must be scheduled between installation and use of the space. If the work will generate toxic gases that cannot be contained in an isolated area, the work must be done when school classes and programs are not in session. The building must be properly ventilated and the material must be given proper time to cure or off-gas before re-occupancy.

3) Manufacturer's material safety data sheets (MSDS) shall be maintained at the site for all products used in the project. MSDS must be provided to anyone who requests them. MSDS indicate chemicals used in the product, product toxicity, typical side effects of exposure to the product and safe procedures for use of the product.

k. Asbestos abatement protocols.

1) All asbestos abatement projects shall comply with all applicable Federal and State laws including but not limited to the New York State Department of Labor industrial code rule 56 (12 NYCRR 56), and the Federal Asbestos Hazard Emergency Response Act (AHERA), 40 CFR part 763 (Code of Federal Regulations, 1998 Edition, Superintendent of Public Documents, U.S. Government Printing Office, Washington, DC 20402; 1998; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234). Large and small asbestos projects as defined by 12 NYCRR 56 shall not be performed while the building is occupied. Minor asbestos projects defined by 12 NYCRR 56 as an asbestos project involving the removal, disturbance, repair, encapsulation, enclosure or handling of 10 square feet or less of asbestos or asbestos material, or 25 linear feet or less of asbestos or asbestos material may be performed in unoccupied areas of an occupied building in accordance with the above referenced regulations.

l. Lead paint.
   1) Any construction or maintenance operations which will disturb lead based paint will require abatement of those areas pursuant to protocols detailed in the “Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing” (June 1995; U.S. Department of Housing and Urban Development, Washington, D.C. 20410; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234). All areas scheduled for construction as well as areas of flaking and peeling paint shall be tested for the presence of lead and abated or encapsulated in accordance with the above noted guidelines.

m. Radon.
   1) Districts shall take responsibility to be aware of the geological potential for high levels of radon and to test and mitigate as appropriate. This information is available from the New York State Department of Health Radon Measurement Database.

n. Post construction inspection.
   1) The school district or board of cooperative educational services shall provide the opportunity for a walk-through inspection by the health and safety committee members to confirm that the area is ready to be reopened for use.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Site Utilization Plan requirements

1.02 SITE UTILIZATION PLAN REQUIREMENTS

A. Each Contractor shall prepare a Site Utilization Plan (SUP) showing staging areas, parking areas, stockpile areas, debris container areas, unloading areas, and trailer areas for review by the Architect/Engineer and Owner's Construction Representative. The length and number of meetings necessary to develop and adopt a SUP shall be as required.

B. Meetings will be held at the site with all concerned parties to assist the Contractor in developing the criteria for the plan. During these meetings, all parties will present their needs and requirements for site utilization. Representatives from the local municipality or utility companies may be attending. The requirements of the local municipality and utility companies shall be incorporated into the SUP.

C. Each Contractor shall then prepare a draft site plan that attempts to incorporate the needs of all concerned parties. Another meeting will then be held at the site to review and present the plan. The plan shall then be revised at that meeting and adopted for use if it is acceptable to all relevant parties. If all parties cannot agree on an acceptable plan, then the Owner's Construction Representative will establish the Site Utilization Plan without any claims from any contractor.

D. Each Contractor, by submitting a bid, understands the importance of a workable Site Utilization Plan and also understands that the Owner's Construction Representative may be required to select a plan for the contractor to adopt that is not ideal to the planned construction activities anticipated before the bid was submitted. There shall be no claims for damages associated with site utilization.

E. If the General Contractor fails to prepare the Site Utilization Plan as stipulated above, then the Owner reserves the right to back charge the Contractor for the costs associated with having a Site Utilization Plan developed.

F. If a Prime Contractor fails to participate or attend the meetings scheduled to develop the Site Utilization Plan then the Prime Contractor will forfeit any right to comment on the plan that is developed.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Allowance pricing for the following items:
   1. G-1 Contingency Account (General Construction)
   2. P-1 Contingency Account (Plumbing Construction)
   3. M-1 Contingency Account (Mechanical Construction)
   4. E-1 Contingency Account (Electrical Construction)

B. This Section covers the requirements for use of the cash allowances listed above contained in the proposal (Bid Forms, Price Schedule) and included in the Contract Price bid by the Contractor and defines and stipulates the charges that will be paid for out of the stipulated allowances.

C. The Contractor shall include the cash allowances stipulated in this Section in the amount bid (Base Bid).

D. Eligible costs described in this Section, and Sections referenced herein, will be the only costs paid for out of the stipulated allowances.

E. All other costs associated with the project as specified and/or shown, including but not limited to the delivery, installation and all Contractor overhead and/or collateral expenses are to be distributed among the other portions of the work and shall be included in the lump sum base bid.

1.02 SUBMITTALS

A. Make all submissions under the provisions of Section 013300.

B. For each type of product/material specified to be furnished under allowance pricing provide documentation of the unit pricing on manufacturer's letterhead certifying pricing of the product/material.

C. Submit additional backup information to substantiate the invoiced amount(s) as the Architect/Engineer may require for review and approval, prior to order or payment of item.

D. Provide written breakdowns for extra work as the Owner may require.

1.03 CHANGES TO STIPULATED (CASH) ALLOWANCE

A. If the actual cost of services differs from the cash allowance, then the Contract Price will be adjusted accordingly.

1.04 PAYMENTS TO BE MADE OUT OF CONTINGENCY ACCOUNT

A. Include the cash allowance as shown in the proposal, in the amount bid for use upon the Owner's instructions.
   1. General Construction: $150,000.00 (One Hundred and Fifty Thousand Dollars and Zero Cents)
   2. Plumbing Construction: $40,000.00 (Forty Thousand Dollars and Zero Cents)
   3. Mechanical Construction: $60,000.00 (Sixty Thousand Dollars and Zero Cents)
   4. Electrical Construction: $40,000.00 (Forty Thousand Dollars and Zero Cents)

B. The Owner will draw funds from the contingency account only upon prior written approval by the Owner's Construction Field Representative and Architect/Engineer.

C. Funds remaining at project closeout shall be credited to the Owner.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION

A. This Section specifies the requirements for measurements and records made for payment purposes and describes the item(s) under which payment(s) will be made for the Work performed under this Contract.

B. All work shown or specified in the Contract Documents shall be performed.

C. Items not specified to be measured or paid for (for which no specific pay item exists in the Price Schedule) shall be included in an appropriate unit price item or in a lump-sum item.

D. Comply with the requirements pertaining to the restoration of all surfaces, which may or may not be paid for under a separate unit price item, and which shall be restored to a condition equal to or better than that existed prior to work starting under this contract.

1.02 MEASUREMENT REQUIREMENTS

A. All required measurements shall be made by the Contractor with the Architect/Engineer.

B. Any measurements not witnessed by Architect/Engineer and which cannot be verified or substantiated by Architect/Engineer will not be approved and payment under the item(s) requiring such measurements will not be made.

C. Coordinate measurements monthly, for the preparation of periodic pay estimates.

D. Where payments will be made for removing rock and existing materials, notify Architect/Engineer so that he may witness the measurements.

1. All materials removed without conforming to the above procedures, which Architect/Engineer cannot verify or substantiate, will not be paid for.
2. Maintain complete, neat, clean, and legible field notes for all measured items.
3. Notes shall contain spaces for Contractor’s and Architect/Engineer’s signatures plus additional space for comments.
4. An original and a carbon copy shall be made for all notes and one copy shall be turned over to Architect/Engineer daily.
5. The Architect/Engineer’s signature shall not be constituted as an acceptance of the work, or the measurements made, but shall mean that he was present when the measurements were made.

1.03 SUBMITTALS

A. Field notes of all measurements for payment purposes delivered to Architect/Engineer daily.

B. Copies of all invoices required for payments out of cash allowance(s).

C. Monthly Applications for Payment.

D. Record Drawings showing the locations and quantities of all items measured for payment purposes.

1.04 SCHEDULING

A. Notify Architect/Engineer, as far in advance as possible, of the recording of measurements so that a representative of the Architect/Engineer may observe existing conditions, work being performed, and measurements being made.

B. Allow for and afford Architect/Engineer ample time, space, and equipment to observe measurements and to verify measurements and elevations.

PART 2 - PRODUCTS

2.01 GENERAL

A. Provide all labor, materials, facilities, levels, measuring devices and all other equipment and items necessary to properly and accurately perform all measurements for payment purposes.

B. Payment for certain items not specifically listed in the bid forms but otherwise required by the technical specifications shall be deemed included as part of the General Conditions and the individual unit price and lump sum bid items provided for in the proposal.

PART 3 - EXECUTION

3.01 GENERAL

A. Perform all measuring required under this Section.

B. Record all measurements and calculated quantities on the Record Drawings.

C. No measurement shall be made for work performed within the limits of Lump Sum Items.

ITEM NO.	ITEM DESCRIPTION
P-1	**Domestic Water Piping** Copper pipe for cold and hot water lines
P-2	**Sanitary Waste Piping** Cast iron / PVC piping
P-3	**Vent Piping** Cast iron / PVC piping
P-4	**Natural Gas Piping** Black Steel Schedule 40 piping

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Submission procedures.

B. Documentation of changes to Contract Sum/Price and Contract Time.

1.02 RELATED SECTIONS

A. Proposal Form.

B. Other sections referencing this section.

C. All contractual requirements outlined in the documents.

1.03 SUBMISSION REQUIREMENTS

A. Submit Alternates on Proposal Forms identifying the effect on adjacent or related components.

B. Alternates will be reviewed and accepted or rejected at the Owner's option.

C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SELECTION AND AWARD OF ALTERNATES

A. Indicate variation of Bid Price for Alternates listed on the PROPOSAL FORM. This form requests a "difference" in Bid Price by adding to or deducting from the base Bid Price.

B. Alternates quoted on PROPOSAL FORM will be reviewed and accepted or rejected at Owner’s option.

C. Accepted alternates will be identified in Owner-Contractor Agreement.

D. Bids will be evaluated on the base bid price, plus any combination of alternate items.

1.05 WORK FOR ALTERNATES

A. Work for alternate items selected shall include all related materials, labor, equipment and operations necessary to conduct and complete the alternate work and all other affected work or adjacent areas.

B. There shall be no change in time or completion date for the selected alternates, unless specified herein or approved in writing by the Architect/Engineer and Owner.

C. Alternates and associated work shall meet all standards and specifications delineated in the Contract Documents.

D. Contractor shall coordinate pertinent related Work and modify surrounding Work as required to complete the project under each alternate selected by the Owner.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 PROCEDURES

A. Work for each alternate, related items and collateral work shall be completed in their entirety.

B. If alternate items are not selected, work for the base bid and collateral work shall be completed in their entirety.

3.02 ALTERNATES

A. Alternate G-1 – ADD: Athletic Wood Flooring

1. Contractor to provide all general construction and demolition work associated with the replacement of all athletic wood flooring in the Big Gymnasium [Room 30] at Primrose Elementary School (PES). See Sheets PE-AD101 & PE-A 101 for more information.

B. Alternate G-2 – ADD: Exterior Gym Ramp
   1. Contractor to provide all general construction and demolition work associated with the replacement of the exterior gym ramp at Somers High School (SHS). See sheets HS-AD 450, HS-A 450, and HS-A 451 for more information.

C. Alternate E-1 – ADD: Exterior Gym Ramp – Electrical
   1. Contractor to provide all construction work associated with the replacement of the exterior gym ramp and new awning at Somers High School (SHS). See sheet HS-E 102 for more information.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. **This Section includes the requirements for substitution of specified products during construction.**

B. *The Architect/Engineer will consider requests for substitutions only within **two (2)** business days following the Bid Opening.*

C. Products named by the Bidder, at the time of bid, shall be furnished and installed and substitutions will not be considered by the Owner/Architect/Engineer for those products.

1.02 CONTRACTOR'S OPTIONS

A. For products specified only by reference standard, select any product meeting that standard.

B. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named which complies with the Specifications.

C. Where products are not named, then submit products that meet the specifications.

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS

A. Name - The Drawings and Specifications list acceptable manufacturers, commercial names, trademarks, brands and other product, material and equipment designations. Such names are provided to establish the required type, quality and other salient requirements of procurement.

B. Equals - An item equal to that named or described on the Drawings or in the Specifications may be provided by Contractor if accepted in writing by the Architect/Engineer.

C. A request for product substitution constitutes a representation that the Contractor:
   1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
   2. Shall provide the same warranty for the Substitution as for the specified Product.
   3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner, including extra charges by other Prime Contractors, material suppliers, and vendors.
   4. Waives claims for additional costs or time extension that may subsequently become apparent.
   5. May be responsible to reimburse the Owner <> for review or redesign services associated with re-approval by authorities, if required.
   6. May be responsible to reimburse the Owner for all additional A/E services needed by the Architect/Engineer for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Architect/Engineer's professional engineering services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates. A copy of the billing rates will be provided to the contractor for approval prior to services being provided.

D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

E. Substitution Submittal Procedure:
   1. The Contractor shall submit three (3) copies of the REQUEST FOR SUBSTITUTION FORM for consideration including all required information.
   2. The Contractor shall use the form included within this Section.
   3. All forms shall be type written.
   4. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.

F. The burden to prove product equivalence rests on the Contractor.

G. The Architect/Engineer will notify Contractor in writing of decision to accept or reject request and at that time the Contractor can make a formal submittal in accordance with the requirements contained in Section 013300.

H. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor or the Architect.

PART 3 - EXECUTION

NOT USED

This space left intentionally blank.

REQUEST FOR SUBSTITUTION FORM

Project: Various Upgrades at Primrose Elementary School and Somers High School		Substitution Request Number:_____
Contractor:_____		
Address:_____		
To:_____		Date:_____
H2M Project Number: SMSD2505, SMSD2508		Owner: Somers Central School District
Contract Name:_____		Contract No.:_____
Specification Title:_____		
Section:_____	Page:_____	Article/Paragraph:_____
Drawing No(s).:_____		
Proposed Substitution:_____		
Manufacturer:_____		Address:_____
Trade Name:_____		Phone #: (____)_____
Installer:_____		Address:_____
Phone #: (____)_____		
History: ___New product ___2-5 years old ___5-10 years old ___More than 10 years old		
Differences between proposed substitution and specified product:		

___Point-by-point comparative data attached	
Reason for not providing specified item (Attach separate sheet if necessary):	

Typical Similar Installation:

Project:_____

Engineer /
Architect:_____

Address:_____

Owner:_____

Date
Installed:_____

Submit complete installation list on separate sheets.

Proposed substitution affects other parts of Work: ___No ___Yes

Explain:_____

Gross Savings to Owner for accepting substitution:
$_____

Proposed substitution changes Contract Time: ___No ___Yes

Add / deduct (circle):_____ days

Supporting data attached for evaluation of the proposed substitution:

___Product Data ___Photos ___Drawings ___Tests ___Reports ___Samples

___Other
(explain):_____

Attached data includes description, specifications, drawings, photographs, performance and test data adequate for evaluation of request; applicable portions of data are clearly identified.

Attached data also includes a description of changes to Contract Documents that proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:	
1.	Proposed Substitution has been fully checked and coordinated with Contract Documents.
2.	Proposed Substitution does not affect dimensions shown on Drawings.
3.	Proposed Substitution does not require revisions to any other Prime Contractor's work.
4.	The undersigned will pay for changes to building design, including Architectural and Engineering design, detailing, and construction costs caused by requested Substitution.
5.	Proposed Substitution will have no adverse affect on other trades, construction schedule, or specified warranty requirements.
6.	Maintenance and service parts will be locally available for proposed substitution.
7.	The undersigned further states that the function, appearance, and quality of proposed Substitution are equivalent or superior to specified item.
This request for product substitution also constitutes a representation that I, as the Contractor:	
1.	Has investigated proposed Product and determined that it meets or exceeds the quality of the specified Product.
2.	Shall provide the same warranty for the Substitution as for the specified Product.
3.	Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner, including extra charges by other Prime Contractors, material suppliers, and vendors.
4.	Waives claims for additional costs or time extension that may subsequently become apparent.
5.	Shall reimburse the Owner and the Architect/Engineer for review or redesign services associated with re-approval by authorities.
6.	Shall reimburse the Owner for all additional engineering services claimed by the Architect/Engineer for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Architect/Engineer's professional engineering services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.
Contractor's Authorized Representative (Typewritten):_____	
Authorized Signature:_____	
Date:_____	

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work under this Section specifies the procedures used to process partial payments and the Final Payment Request.

1.02 SUMMARY

A. This Section specifies administrative and procedural requirements governing each prime contractor's Applications for Payment.
   1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.

1.03 TIME FOR COMPLETION

A. Inasmuch as the provisions of the Contract relating to the time for performance and completion of the Work are for the purposes of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, and inasmuch as failure to complete the Work within the period herein specified may result in damage or loss to the Owner, time is of the essence of the Contract.

B. Time for completion of the Work shall be in accordance with that stipulated in the Contract Documents.

C. The date for completion will be calculated from the date shown on the Notice to Proceed. The Contractor shall execute the Work with diligence from day to day, and complete it within the time fixed.

D. For the purpose of defining the date of substantial completion, the Project will be considered complete when all Work covered by the Contract has been performed and all installations and equipment have been tested and are ready for permanent use. Contractor shall provide a copy of the final Certificate of Occupancy from the AHJ prior to issuance of the final payment. Removal of the Contractor's plant and equipment and other minor adjustments which do not prevent use of the Project will not be a factor in establishing the date of substantial completion.

E. Notwithstanding the foregoing, the Architect/Engineer will establish the date of substantial completion when the project is accepted and ready for operation, and no large or major items of work are as yet outstanding. At such time, the Architect/Engineer will issue a punch list, itemizing the items of work remaining. The punch list will include "minor" items only, as defined solely by the Architect/Engineer. Any prior punch lists, which include "major" or significant items, as defined by the Architect/Engineer, shall not be a criterion in establishing the date of substantial completion.

1.04 PARTIAL COMPENSATION

A. At the Owner's discretion, the Contractor may receive compensation for materials and products delivered to the site yet not installed providing:
   1. A canceled check or paid bill from the supplier is submitted to the Architect/Engineer indicating that the Contractor has paid the supplier for the material or equipment.
   2. The material or piece of equipment is properly stored and protected from the elements and/or vandalism in accordance with the manufacturer's written requirements for long term storage.
   3. A certificate of insurance is provided for the material or piece of equipment in the event of a fire, vandalism, theft, etc.
   4. A bill of material is delivered to the Architect/Engineer at the time of delivery itemizing the subject material or equipment. Payment will be made for on-site material and/or equipment in the amount of 80% of the gross amount of the paid invoice. This payment will be subject to the normal retainage of the partial estimate.
   5. The Architect/Engineer has agreed to the pre-purchasing of the materials.

B. The Contractor may not receive compensation for materials and products stored in the Contractor's yard or shop unless permitted by the Owner.

1.05 SCHEDULE OF VALUES

A. Coordination: Contractor shall coordinate preparation of its Schedule of Values for the Work with preparation of the Contractors' Construction Schedule.
   1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
      a. Contractor's Construction Schedule.
      b. Application for Payment forms, including Continuation Sheets.
      c. List of subcontractors.
      d. Schedule of allowances.
      e. Schedule of alternates.
      f. Schedule of submittals.
   2. Submit the Schedule of Values (SOV) to the Owner's Construction Representative within 10 days of receipt of Letter of Intent but no later than 10 days before the date scheduled for submittal of the initial Applications for Payment. (SOV received after the 15 day of the month, will not be accepted for review until the following month to allow for computer system input time required by the Owner's Construction Representative and the Owner.

B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one item for each Specification Section.
   1. Identification: Include the following Project Identification on the Schedule of Values:
      a. Project name and location. (Each school and additions / renovations will require separate breakdown sections and front end with subtotals.
      b. Name of the Architect/Engineer.
      c. Architect's Project Number.
      d. Contractor's name and address.
      e. Date of Submittal.
   2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
      a. Related Specification Section or Division.
      b. Description of Work.
      c. Name of subcontractor.
      d. Name of manufacturer or fabricator.
      e. Name of supplier.
      f. Change Orders (numbers) that affect value.
      g. Dollar value.
         1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
   3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items where requested by Owner's Construction Representative. Multiple line items will be provided for amounts in excess of five percent of the contract sum, broken out into sub components equating not greater than five percent each. Separate all line items by material & labor.
      a. Breakdown shall be separated between additions and renovations with subtotals for each.
   4. In addition to the breakdown of specification sections , separate line items will be required for the following front-end line items:
      a. Bonds & OCP insurances shall have separate line items. (substantiation letters shall be required from bonding & insurance company for any amounts higher than industry standard). Only OCP insurance shall be allowed for the insurance line item. All other insurance costs must be distributed by contractor throughout the various sections.
      b. Supervision: include a minimum of one percent of contract value.
      c. Project Administration: include a minimum of one percent of contract value.

d. Project meetings (appropriate value for weekly attendance for entire duration of project - see Section 013119 Project Meetings).
e. Punchlist - include a minimum of two (2) percent of contract sum.
f. Closeout: separate lines for demobilization, Operation & Maintenance manuals, closeout paperwork and Demonstration & Training. All totaling a minimum two (2) percent of the Contract value.
g. Continuous Clean-up and Final Clean-up values each at a minimum of one half percent (0.5 % of the Contract value).
h. The General Construction Contractor shall add a line item for broom sweep/ damp mopping at an agreed to value.

5. Round amounts to nearest whole dollar; the total shall equal the Contract Value.
6. Provide a separate line item in the Schedule of Values (SOV) for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing.
7. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
9. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expenses, at the discretion of the Contractor.
10. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Value.

1.06 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
   1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

B. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment-Application Times: The date for each progress payment is the 21st day of each month (or as designated by the Owner). The period covered by each Application for Payment is the previous month.

D. Payment-Application Forms: Use AIA Document G732/CMa (include line for Owner's Construction Representative signature) and Continuation Sheets G703 as the form for Applications for Payment.
   1. Separate Continuation Sheets shall be provided for work which takes place on each building, which will detail that portion of the contract which is attributable to the specific building. The appropriate S.E.D. project number(s) shall be shown on the top of each continuation form.

E. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Owner's Construction Representative will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Allowances issued prior to the last day of the construction period covered by the application. (No Change order or Allowance requisitions can be made or listed on the requisition, unless the formal Change Order and Allowance paperwork has been fully executed by Contractor, Owner's Construction Representative, Architect and Owner).
3. Provide copies of payrolls which are signed and notarized documenting compliance with prevailing wage laws. Payrolls for contractors are required from the of the previous month to the 24th day of the current month. Payrolls for subcontractors are required from the 15th day of the previous month to the 14th day of the current month.
4. Provide copies of Lien Waivers for the previous payment (or anticipated payment). Include certificate of monthly payment for subcontractors for the previous month.
5. Provide OSHA 10 certificates for all workers on site.
6. Payment for stored materials (whether on-site but not installed, or offsite in a secured warehouse) will require a Bill of Lading showing the exact value accompanied by photographs of the actual materials. In no case shall more that 80% be approved for uninstalled stored materials. An Insurance certificate must be provided, specific to the materials stored with the appropriate dollar value (for on-site or offsite materials).

F. Transmittal: Submit five (5) signed and notarized original copies of each Application for Payment to the Owner's Construction Representative by a method ensuring receipt within 24 hours. Each copy shall be complete and securely attached and shall include all waivers of lien, certified payrolls and similar attachments.
   1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect and Owner's Construction Representative.

G. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.
   1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
   2. When an application shows completion of an item, submit final or full waivers.
   3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
      a. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
   4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.

H. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment include the items listed below. The initial payment application will not be processed until all of these actions and submittals have been received by the Owner's Construction Representative. When preliminary submissions are received with the initial application (item 4 and item 7 listed below), the final submission for these items must be received and approved by the Owner's Construction Representative prior to submission of the second application for payment.
   1. List of subcontractors.
   2. List of principal suppliers and fabricators.
   3. Schedule of Values.
   4. Contractor's Construction Schedule (preliminary if not final).
   5. Schedule of principal products.
   6. Schedule of unit prices.
   7. Submittal Schedule (preliminary if not final).

8. List of Contractor's staff assignments.
9. List of Contractor's principal consultants.
10. Copies of building permits.
11. Copies of authorizations and licenses from governing authorities for performance of the Work.
12. Initial progress report.
13. Report of preconstruction meeting.
14. Certificates of insurance and insurance policies.
15. Performance and payment bonds.
16. Data needed to acquire the Owner's insurance.
17. Initial settlement survey and damage report, if required.

I. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1.07 ACCEPTANCE OF FINAL PAYMENT REQUEST

A. The Contractor shall be conclusively deemed to have accepted the Final Payment Request as a correct statement of the total liability of the Owner and of the compensation paid and to be paid to the Contractor by the Owner unless within seven (7) days after delivery of his copy of the Final Payment Request to him, the Contractor shall return such copy to the Owner together with a statement of his objections to such request and of any claim for damages or compensation in excess of the amounts shown on the Request. The acceptance by the Contractor of the Final Payment Request approved by the Owner shall constitute a release and shall discharge the Owner from all further claims by the Contractor arising out of or relating to the Contract, including but not limited to, a release from all impact costs.

1.08 SCOPE OF PAYMENTS

A. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, and equipment and for performing all work contemplated and embraced under the Contract, also for all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work, and for all risks of every description connected with the prosecution of the Work, until its final acceptance by the Owner, also for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the Work as herein specified, and for all actual or alleged infringements of patent, trademark, or copyright, and for completing the Work and the whole hereof, in an acceptable manner, according to the Plans, Specifications, and other Contract Documents. The payment of any partial or final estimate shall in no way or in no degree prejudice or affect the obligation of the Contractor, at his own cost and expense, to renew or replace all defects and imperfections, or damages. The Architect/Engineer shall be the judge, and the said Contractor shall be liable to the Owner for failure so to do.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Schedule of Values

1.02 SCHEDULE OF VALUES

A. Submit for approval prior to the start of the work a Schedule of Values that indicates a breakdown of the labor, materials and equipment and other costs used in the preparation of the bid. This schedule shall be in sufficient detail to indicate separate figures for such items as excavation, concrete, equipment and all other items making up the lump sum price. The cost breakdown shall be separately itemized for each lump sum bid item in the project.

B. Where the cost breakdown includes items for bond payment, insurance payment, job set-up, or job mobilization, these items will be paid based on paid invoices and copies of cancelled checks.

C. Submit a Schedule of Values to the Architect/Engineer for review and approval within fifteen (15) calendar days from the date shown on the Notice to Proceed.

1.03 FORM OF SUBMITTAL

A. Submit typewritten Contract Cost Breakdown on AIA Form G703 - Application and Certificate for Payment Continuation Sheet or EJCDC 1910-8-E. The Architect/Engineer reserves the right to revise the form or provide a form prepared by the Architect/Engineer.

B. Use the Table of Contents of the Contract Specifications as a basis for format for listing costs of work for Sections under Divisions 01-48 as sections apply to work. Not all Sections need be assigned a breakout price as determined by the Architect/Engineer.

C. Identify each line item with number and title as listed in Table of Contents.

D. Provide dollar values for each line item for labor, overhead, profit, material, and equipment components for each category of work if requested by the Architect/Engineer.

E. List quantities of materials specified under unit price allowances.

F. The Schedule of Values, after approval by the Architect/Engineer, shall be the basis for the Contractor's Application for Payment.

G. The first Application for Payment will not be reviewed prior to an approved breakdown.

1.04 PREPARATION OF SCHEDULE OF VALUES

A. In addition to the above, provide a separate line item cost for each of the following items which shall be supported by proof where requested by Architect/Engineer:
   1. Performance and payment bonds.
   2. Insurance.
   3. Mobilization and Demobilization (Amounts shall be equal in value).
   4. Temporary facilities and measures as specified in Section 015000.
   5. Project Coordination Meetings as specified in Section 013100.
   6. Preparation of the Project Construction Schedule, and updates, as specified in Section 013216.
   7. Preparation of Weekly Schedules as specified in Section 013100
   8. Rubbish removal and daily cleaning up. (Provide a total dollar amount and a daily rate for each calendar day during the contract period.)
   9. All Cash Allowance items as contained in Section 012100.
   10. On-site, full time superintendent starting on the date of the Notice To Proceed and ending on the date that all punch list items are completed, which for the purposes of the Schedule of Values, shall be the contract completion date.
   11. Final cleaning.

B. Show total costs including overhead and profit.

C. Provide additional details and data to substantiate the cost breakdown as requested by the Architect/Engineer.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Work of this Section includes:
   1. Requests for Interpretation or for information
   2. Administration of subcontracts
   3. Communication and coordination requirements

B. Site staffing requirements for the Contractor's superintendent are also specified herein, the costs for which shall be included in the Contract price.

1.02 REQUEST FOR INTERPRETATION OR INFORMATION

A. The Contractor shall use the Request for Interpretation/Information Form included within this Section when the Contractor feels that additional information is needed to perform the work of the Contract.

B. The Architect/Engineer will respond to requests utilizing the form provided herein.

C. The Architect/Engineer's verbal response(s) to the Contractor's formal requests, if provided, shall not constitute an official response and if acted upon by the Contractor are done so at the Contractor's own risk and liability and shall not be subject to claims for additional compensation.

D. A signed facsimile of the form will be accepted. The original of the form must be signed and provided to the project manager.

E. The Architect/Engineer will respond in writing to the request as soon as possible.

1.03 DAILY CONSTRUCTION REPORTS

A. Prepare a daily construction report recording the following information concerning events at the site, and submit one copy to the Owner's Construction Representative by 10:00 a.m. the following day. Any contractor not submitting required reports will not receive approval of the subsequent application for payment until such time that all required information is submitted:
   1. List of subcontractors at the site.
   2. Count and names of personnel at the site.
   3. High and low temperatures, general weather conditions.
   4. Accidents and unusual events.
   5. Meetings and significant decisions.
   6. Stoppages, delays, shortages, and losses.
   7. Meter readings and similar recordings.
   8. Emergency procedures.
   9. Orders and requests of governing authorities.
   10. Change Orders received, implemented.
   11. Services connected, disconnected.
   12. Equipment or system tests and startups.
   13. Partial Completions, occupancies.
   14. Substantial Completions authorized.

1.04 SUBCONTRACTOR ADMINISTRATION AND COORDINATION

A. Terms and conditions of the Contract shall be binding upon each subcontractor.

B. Furnish each subcontractor and major equipment vendor at least one (1) copy of the Plans and Technical Specifications.

C. Provide at least one (1) copy of each approved shop drawing to each subcontractor whose work may depend upon the contents of the shop drawing submittal. The Owner reserves the right to stop all work, without claims for delay, until such time as appropriate subcontractors are furnished with appropriate shop drawings.

D. Each Contractor shall sequence and schedule the work of subcontractors. Coordinate construction and administration activities of subcontractors. The Architect/Engineer and Owner

will not accept telephone calls, facsimiles or office visits from any subcontractors on the project. Subcontractor and vendor questions and clarifications shall be directed to the Architect/Engineer by the Contractor.

E. The Contractor's on-site project superintendent shall inspect all the work of all of his/her subcontractors, as it is being constructed. The Contractor's subcontractor shall not be permitted to do any work on the site without the Contractor's job site superintendent also being there to inspect the work as it is being performed.

1.05 UTILITY COORDINATION

A. Comply with the requirements of 16 NYCRR Part 753 - Protection of Underground Facilities. Submit a letter stating the case number.

B. Comply with the utility coordination requirements contained in the General Conditions.

1.06 PUBLIC/PRIVATE UTILITIES

A. Notify all public and private utilities in accordance with Article 20, Section 322-a of the New York State General Business Law for location and markout of existing utilities in the vicinity of the work.

B. Repair all utilities damaged during the Work to the standards and approval of the respective utility at no cost to the Owner.

1.07 CONTRACTOR'S JOB SITE SUPERINTENDENT

A. Each Contractor shall employ an on-site superintendent as specified herein below. He/She shall be a full-time employee of the Contractor.

B. Each Contractor shall name the job site superintendent within five (5) days of the Notice To Proceed. A letter to the Architect/Engineer shall be provided.

C. He/She shall have the authority to sequence and schedule the work, and to staff the project, so as not to interfere with the work by others and to complete the work daily within the time so required.

D. Each Superintendent shall have a minimum of five (5) years of experience as a job site superintendent for projects of equal size and complexity.

E. Each superintendent shall be qualified to perform the duties so required to successfully complete the work in accordance with the Contract Documents.

F. Each superintendent shall speak English. If required by the Architect/Engineer, provide a resume for the proposed superintendent that shall be typed and shall list the qualifications of the superintendent. Prior to the Contractor assigning a superintendent to the project, he may wish to arrange an interview with the Architect/Engineer to determine the proposed superintendent's ability to properly coordinate the work through the Owner/Architect/Engineer. The Contractor shall employ a superintendent acceptable to the Owner.

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REQUEST FOR INTERPRETATION/INFORMATION (RFI)

OWNER'S NAME: Somers Central School District

PROJECT NAME & CONTRACT DESIGNATION: Various Upgrades at Primrose Elementary School and Somers High School

CONSTRUCTION CONTRACT NO.: SMSD2505, SMSD2508

Product, Item, or System:	
Request Date:	RFI No.:
Specification Section:	Paragraph Ref:
Contract Drawing Reference(s):	
Describe Request:	
Signed:	See Contractor's Attachments for Additional Description for Information
Owner/Architect/Engineer Response:	
Architect/Engineer (Printed):	See Architect/Engineer's Attachments for Additional Information
Architect/Engineer's Signature & Date	*Response Accepted By Contractor Contractor's Signature & Date*
The Work shall be carried out in accordance with these supplemental instructions without change in Contract amount or Contract time for completion. Prior to proceeding with these instructions, indicate your acceptance of these instructions by signing where indicated and returning this form to the Architect/Engineer.	

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Work of this Section includes the requirements for progress meetings, including but not limited to, the following:
   1. Preconstruction conferences.
   2. Preinstallation conferences.
   3. Progress meetings.
   4. Coordination meetings.

1.02 PRE-CONSTRUCTION CONFERENCE

A. A preconstruction conference will be scheduled before starting construction, at a time convenient to the Owner, Owner's Construction Representative and the Architect, but no later than 15 days after issuance of the Letter of Intent. The conference will be held at the Project Site or another convenient location.

B. Attendees: Authorized representatives of the Construction Manager, Owner, Architect, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and be authorized to speak/make decisions, on behalf of the concern they represent, on matters relating to the Work.
   1. Agenda: Discuss items of significance that could affect progress, including the following:
   2. Tentative construction schedule.
   3. Critical work sequencing.
   4. Designation of responsible personnel.
   5. Procedures for processing field decisions and Change Orders.
   6. Procedures for processing Applications for Payment.
   7. Distribution of Contract Documents.
   8. Submittal of Shop Drawings, Product Data, and Samples.
   9. Preparation of record documents.
   10. Use of the premises.
   11. Parking availability.
   12. Office, work, and storage areas
   13. Equipment deliveries and priorities.
   14. Safety procedures.
   15. First aid.
   16. Security.
   17. Housekeeping.
   18. Working hours.

C. Reporting: The Owner's Construction Representative shall set-up the meeting(s), prepare and issue meeting minutes to attendees and interested parties.

1.03 PREINSTALLATION CONFERENCES

A. Contractor shall conduct a pre-installation conference at the Project Site before each construction activity that requires coordination with other construction activities / trade work.

B. Attendees: The Installer and representatives of the Prime Contractor, manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Owner's Construction Representative and Architect of scheduled meeting dates.
   1. Review the progress of other construction activities and preparations for the particu lar activity under consideration at each pre-installation conference, including requirements for the following:
      a. Contract Documents.
      b. Options.
      c. Related Change Orders.

d. Purchases.
e. Deliveries.
f. Shop Drawings, Product Data, and quality-control samples.
g. Review of mockups. Possible conflicts.
h. Compatibility problems.
i. Time schedules.
j. Weather limitations.
k. Manufacturer's recommendations.
l. Warranty requirements. Compatibility of materials. Acceptability of substrates. Temporary facilities.
m. Space and access limitations.
n. Governing regulations. Safety.
o. Inspecting and testing requirements. Required performance results.
p. Recording requirements Protection.

2. Prime Contractor shall record significant discussions, agreements and disagreements of each conference and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the Owner and the Architect.
3. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest possible date.
4. Reporting: Prime Contractor or Installer shall issue meeting minutes to attendees, Owner's Construction Representative, Owner and Architect and associated field representatives.

1.04 PROGRESS MEETINGS

A. Progress meetings will be held at the Project Site at regular intervals (typically weekly) as determined by the Owner's Construction Representative and Architect.

B. Attendees: In addition to representatives of the Owner, Owner's Construction Representative, and the Architect, each Prime Contractor shall be represented at these meetings. Attendance is mandatory at weekly meetings and contractor will include in their bid a sum of $250.00 per meeting (figure 10 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 contractors Schedule of Values. If the contractor misses a meeting without prior written authorization from the Owner's Construction Representative, they will be issued a deduct change order in the amount of $250.00 per occurrence. Subcontractors, suppliers, or other entities will be invited at the discretion of the Owner, Owner's Construction Representative, and the Architect. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.
2. Review the present and future needs of each entity present, including the following:
a. Interface requirements. Time.
b. Sequences.
c. Status of submittals. Deliveries.
d. Off-site fabrication problems. Access.
e. Site utilization.
f. Temporary facilities and services.
g. Hours of work.

h. Hazards and risks.
i. Housekeeping.
j. Quality and work standards. Change Orders.
k. Documentation of information for payment requests.

D. Reporting: Approximately 5 days after each meeting, Owner's Construction Representative will prepare and distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

E. At least seven (7) calendar days advance notice will be given by the Owner's Construction Representative or the date for the upcoming meeting will be set during the progress meeting.

F. Attendance at progress meetings shall be mandatory. An amount of $1,000 shall be deducted from the Contract Amount for each announced meeting not attended by the Contractor.

G. The owner, a partner, or a corporate officer representing the Contractor shall attend each announced progress meeting. The job site superintendent and office project manager for each Contractor shall also attend.

H. Subcontractors shall attend when requested by the Owner or Owner's Construction Representative at no cost to the Owner.

I. Meetings will be conducted by Owner's Construction Representative at a location selected by the Owner, normally at or adjacent to the project site.

J. The minimum agenda will cover:
1. Review minutes of previous meetings.
2. Identify present problems and resolve them.
3. Plan work progress during next work period.
4. Review the status of off-site fabrication and delivery schedule.
5. Review shop drawings and submittal schedules.
6. Review change order status.
7. Review status of construction progress schedule.
8. Coordinate access requirements.
9. Other business related to the work.
10.

1.05 COORDINATION MEETINGS

A. Conduct project coordination meetings at regular intervals convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.

B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.

C. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

D. The Owner's Construction Representative Field Manager will conduct daily meetings with the prime contractors and major subcontractors foremen. The purpose of the meetings is to provide the opportunity for each contractor to communicate to the Field Manager any items relating to their respective construction activity for that day (request for shutdown, deliveries, etc.) The meetings will commence from 7:00 o’clock am until 7:30 o’clock am. These meetings are generally informal. The Owner's Construction Representative Field Manager will keep minutes of these meetings when appropriate and will be available upon request.

1.06 SAFETY MEETINGS

A. Each Contractor will be responsible to conduct their own safety meetings on a regular basis (but not less than four times during any thirty day period.)

B. Minutes of the Safety Meeting must be maintained by each contractor on-site and must be made available upon request. Failure to conduct and submit meeting minutes will be grounds to reject the Prime Contractor's progress payment.

1.07 CONDUCTING MEETINGS

A. General - This paragraph covers Owner, Owner's Construction Representative, and Architect meetings with Contractor and/or his subcontractors. Neither the Owner nor the Owner's Construction Representative nor the Architect wish to meet solely with a subcontractor and requests for such meetings will be discouraged. If a meeting is deemed necessary, every effort will be made to have Contractor attend. If, for some reason, circumstances do not allow such, the meeting may be held, minutes of the meeting will be sent to contractor and decisions on any major questions will be reserved until contractor has been consulted. Subcontractors may accompany contractor to meetings provided the contractor notifies the Owner's Construction Representative in advance.

B. Chairman - When Owner's Construction Representative/Owner attend meetings, the Owner's Construction Representative, or his duly authorized representative, will act as chairman. Should Owner-Contractor meetings be necessary, Owner will chair such meetings.

C. Notices - Owner's Construction Representative or Owner will issue notices of meetings to all parties concerned and will note, thereof, who must attend and who may attend if they so desire. When a Contractor desires a formal meeting, make a request through Owner's Construction Representative. Except when Owner's Construction Representative determines that a prompt meeting is essential, all notices will be issued at least one week in advance of the meeting date.

D. Agenda - All parties shall inform Owner's Construction Representative of items desired to be discussed and Owner's Construction Representative will notify all parties of all items to be considered. This is to allow each party to fully prepare for the meeting. This shall not be construed to mean that other items cannot be brought up at the meetings.

E. Time Limits - It is the intent to hold productive and efficient meetings and to keep them as short as is reasonably possible. The Chairman will be the sole judge as to whether or not further discussion on any matter is warranted and all discussions shall cease when he so orders.

F. Minutes - Minutes of meetings will be kept, written and distributed by the Chairman or his duly authorized representative. Minutes of all meetings will be available upon request to the Chairman.

G. Conduct - It is the intent to conduct all meetings in an orderly manner, to reasonably discuss all items and to hear and observe the rights and opinions of all parties. The Chairman will allow each party to speak, however, he reserves the right to order any individual to leave the meeting at any time for any reason.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. This Section specifies the requirements for preparing construction schedules and for keeping them up to date.

1.02 CONSTRUCTION SCHEDULE - GENERAL

A. The Contractor shall develop a full schedule, in sufficient detail and clarity of for and technique so that the contractor can plan and control his work properly and the Owner's Construction Representative, Owner, and Architect can each readily monitor and follow the progress for all portions of the work. The Contractor shall complete the detailed schedule within 10 days after contract award.

B. In no case shall first application for payment be approved prior to submission of acceptable preliminary schedule, detailed submittal schedule, and schedule of values.

C. Monthly updates, required schedules and graphics shall be submitted to the Owner's Construction Representative/Owner within five working days following the end of the preceding month. Monthly updates, schedules and graphics shall be submitted in five copies.

D. If any of the required submissions are returned to the Contractor for corrections o r revisions, they shall be resubmitted within ten (10) calendar days after the return mailing date. Re-submittals shall be in the same quantities as noted above. Review and response by the Owner's Construction Representative/Owner will be given within (10) calendar days after resubmission.

E. The schedule shall comply with the various limits imposed by the scope of work any by any contractually intermediate milestone dates and completion dates included in the contract.

F. The activities identified in the schedule shall be analyzed in detail to determine activity time durations in units of whole working days. All durations listed shall be the result of definitive manpower and resource planning by the Contractor. The contractor will provide specific manpower loading information / crew size to support the duration proposed. (e.g. - 4 man crew can produce 1000 sq. ft. / day, project has 11,000 sq. ft., thus duration is identified as 11 days)

G. The activity data shall include activity codes to facilitate selection, sorting and preparation of summary reports and graphics. Activity codes shall be developed for:
   1. Area: Subdivision of the site into logical modules or blocks and levels.
   2. Responsibility: Contractor or subcontractor responsible for the work.
   3. Specifications: CSI format - 48 Division.
   4. System: Division of the work into building systems for summary purposes.
   5. Milestone: Work associated with completion of interim completion dates or milestones.
   6. Pay Item: Work identified with a pay item listed on the approved Schedule of Values.

H. Coordinate the work and maintain the construction schedule. In the event actual progress begins to lag the schedule, promptly employ additional means and methods of construction to make up the lost time.

I. Keep the construction schedule current and revise and resubmit as often as necessary to accurately reflect the conditions of the work, past progress and anticipated future progress.

J. The construction schedule shall be completed, submitted, and deemed received by the Architect/Engineer prior to the first payment application.

K. The schedule, when approved by the Owner's Construction Representative, Owner, and Architect, shall establish the dates for starting and completing work for the various portions of the Contract. It shall be the duty of the Contractor to conform to his/her own schedule and to perform the work within the time limits indicated. Failure to adhere to the approved schedule may expose the Contractor to disputes, claims and additional costs incurred by others.

L. Coordinate letting of subcontracts, material purchases, shop drawing submissions, delivery of materials, and sequence of operations, to conform to the schedule.

M. Coordinate the construction schedule with the proposed schedules of the equipment suppliers and subcontractors.

N. The schedule shall show the critical sequence items where new units must come online before existing facilities go offline, if applicable to the project. The schedule shall also show, in detail, the proposed sequence of the work and the estimated date of starting and completing each stage of the work in order to complete the project within the contract time.

O. The schedule shall be plotted out in color and shall be 11-inch by 17-inch. It shall contain as many sheets as are necessary to show all rolled down tasks. Partially printed schedules will not be accepted. Each Contractor shall arrange to have it plotted on a color plotter suitable for the intended application.

P. Prepare the schedule in a manner so that the actual progress of the work can be recorded and compared with the expected progress.

Q. The schedule shall use the following convention:
   1. Tasks for the General Contractor in blue ink.
   2. Task links/task dependency in blue ink.
   3. Work by others in green ink.
   4. Milestone dates (zero duration) by a red diamond.
   5. The end date for each task and subtask at the end of a bar.
   6. The description of all major tasks within the bar. The bar shall be red.
   7. Critical path.

R. The construction schedule shall also show the following:
   1. Critical sequence items where new units must come on-line before existing facilities go off-line, if applicable to the project.
   2. Computer delivery, if so specified elsewhere.
   3. Telephone service and high speed internet cable installation.
   4. Lead time for control panels that are packaged as systems.

1.03 REPORTS

A. For initial submittal and each update the contractor shall prepare the following standard report:
   1. Tabular Schedule Report sorted by Activity code and Early Start.

1.04 GRAPHICS

A. For initial submittal the contractor shall prepare the following graphics:
   1. Pure logic diagram (Precedence Format) of all data, not time scaled, grouped by Activity code.
   2. Detailed bar chart sorted by Activity Code with Early Start and Early Finish.
   3. Summary bar chart summarizing by Activity Code with Early Start and Early Finish.

B. For each update the contractor shall prepare the following graphic:
   1. Bar Chart showing work activities with Early Start in the next 40 work-days sorted by Activity Code and Early Start.
   2. Summary Bar Chart summarizing by Activity Code showing progress with Early Start and Early Finish.

C. For each Change Order involving adjustment in the contract time for performance, the contractor shall prepare a pure logic diagram showing the changed work with all preceding (predecessors) and succeeding (successors)activities (fragnet schedule).

1.05 SUBMITTALS

A. In no case shall first application for payment be approved prior to submission of acceptable preliminary schedule, detailed submittal schedule, and schedule of values.

B. Monthly updates, required schedules and graphics shall be submitted to the Owner's Construction Representative and Owner within five working days following the end of the preceding month. Monthly updates, schedules and graphics shall be submitted in five copies.

C. If any of the required submissions are returned to the Contractor for corrections or revisions, they shall be resubmitted within ten (10) calendar days after the return mailing date. Resubmittal shall be in the same quantities as noted above. Review and response by the Owner's Construction Representative and Owner will be given within (10) calendar days after resubmission.

1.06 PAYMENT WITHHELD

A. If the Contractor fails to submit the required schedule information as indicated in this section within the time stipulated or provide revision(s) thereof within the requested time, the Owner and Owner's Construction Representative may withhold approval of Progress Payment Estimates until such time as the Contractor submits the required information.

1.07 REVISION OF PROJECT PROGRESS SCHEDULE

A. Each Prime Contractor shall evaluate and provide updated construction schedules monthly in accordance with job requirements. Each update shall be submitted to the Owner and Owner's Construction Representative for information purposes and be provided by the last Friday of every month

B. Each Contractor shall modify its construction schedule to accommodate coordination of the construction contracts by the Owner/Architect/Engineer without claims for additional compensation or delay.

C. The Owner's Construction Representative will provide an electronic version of the Final Combined Construction Schedule for use in keeping the schedule up to date.

D. From time to time, and at stages deemed appropriate by the Owner's Construction Representative, the Owner may issue updated schedules to reflect the project's status. The percent complete for each task may be shown, as determined by the Owner's Construction Representative.

1.08 UPDATES

A. Updates of the Schedule shall be made at the end of each month reflecting actual or reasonably anticipated progress as of the last working day of the month. Monthly updates of the Detailed Schedule will be made each month until all work is substantially complete.

B. The Contractor will meet with the Owner's Construction Representative and Owner at the end of the updated period to review information in draft form before preparation of the required schedules and graphics. The Contractor will present data, prepared in advance, for review and approval of the Owner's Construction Representative and Owner including :
   1. Actual Start Dates.
   2. Actual Completion Dates.
   3. Activity percent complete and/or Remaining Duration.
   4. Revised logic, changes in activity duration's or resource assignments.
   5. Narrative report discussing progress through the update period; changes, delays or other circumstances affecting progress; status of the project with respect to completion schedule; and any efforts by the Contractor to improve progress.

C. The update meeting will establish the values to be submitted for payment and will be directly related to the schedule of values in the application for payment.

D. The Contractor shall prepare a report of the meeting and make all changes, additions or corrections to the data resulting from the review. The contractor shall promptly prepare the monthly submittal following the update meeting.

1.09 CHANGES, DELAYS AND EXTENSIONS OF TIME

A. When changes or delays are experienced, the Contractor shall submit to the Owner's Construction Representative and Owner, a Time Impact Analysis (TIA) illustrating the influence of each change or delay on the currently scheduled Contract completion date. Each Time Impact Analysis shall include a Fragnet (network analysis) demonstrating how the Contractor proposes to incorporate the change or delay into the Detailed Schedule. Additionally, the analysis shall demonstrate the time impact based on the date the change was given to the Contractor, the

status of construction at that point in time, and the activity duration of all affected activities. The activity duration used in this Time Impact Analysis shall be those activities included in the latest update of the Detailed Schedule, closest to the time of delay or as adjusted by mutual agreement.

B. Each TIA shall be submitted within ten (10) calendar days after a delay occurs or a notice of change order is given to the Contractor. In cases where the Contractor does not submit a TIA for a specific change or delay with a specified period of time, it shall be mutually agreed that no time extension is required. Final evaluation of each TIA by the Owner's Construction Representative and Owner shall be made within fourteen (14) calendar days after receipt of the TIA unless subsequent meetings and negotiations are necessary. Adjustments in the Contract time for performance shall be made only by written change order approved by the Owner. Upon approval of the Owner, Fragnets illustrating the influence of changes and delays shall be incorporated into the Detailed Schedule by the contractor during the first update after agreement is reached.

C. The time difference between the Early Finish date and the Late Finish Date is defined as "float." The "float" belongs to the Project and may be used by the Contractor or the Owner's Construction Representative and Owner to benefit the Project. Changes or delays that influence activities in the network with "float" and do not extend the Critical Path (the network of activities with zero days "float") shall not be justification for an adjustment in Contract time for performance.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Project record documents shall be prepared as specified herein.

1.02 QUALITY ASSURANCE

A. The Contractor shall employ a land surveyor licensed in the State where the project is located. The surveyor shall be acceptable to the Architect/Engineer in terms of experience and qualifications.
   1. Submit evidence of the surveyor's errors and omissions (professional liability) insurance coverage in the form of an insurance certificate.
   2. The surveyor shall maintain a minimum coverage of $1,000,000 for professional liability.
   3. The Owner, Architect/Engineer, and Contractor shall be named as insurance certificate holders.
   4. A thirty-day cancellation notice shall be provided.
   5. Physical work shall not be performed until the certificate is provided and approved by the Owner.

B. All instruments used on the project shall be of professional quality and in first class condition.
   1. All instruments shall have been calibrated by a manufacturer's service station within the last twelve (12) months.
   2. Submit certificate of calibration or paid invoice showing that the unit has been calibrated, if so required by the Architect/Engineer.

1.03 SUBMITTALS FOR REVIEW

A. Submit name, address, and telephone number of Surveyor before starting survey work.

B. Surveyor's professional liability insurance certificate.

C. On request, submit documentation verifying accuracy of survey work.

D. Submit a copy of the site drawing signed by the land surveyor showing locations of other benchmarks set by the surveyor, baseline location and offset hubs. If requested, the Architect/Engineer will provide a reproducible drawing or a drawing in digital format for use by the surveyor.

1.04 EXAMINATION

A. Verify locations of survey control points prior to starting work.

B. Promptly notify Architect/Engineer of any discrepancies discovered.

1.05 SURVEY REFERENCE POINTS

A. The Contractor's surveyor shall locate and protect survey control and reference points located throughout the project site.

B. Control datum for survey is that indicated on the Drawings or will be provided by the Architect/Engineer.

C. The Contractor shall protect survey control points prior to starting any site work. Preserve permanent reference points during construction.

D. Promptly report to the Architect/Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
   1. The surveyor shall replace dislocated survey control points based on original survey control when directed by the Architect/Engineer.
   2. Make no changes without prior written notice to Architect/Engineer.

E. The surveyor shall set control lath for rough and final grading purposes. Lath shall be placed at sufficient intervals to control grade or as directed by the Architect/Engineer.

F. All new structures, pits, chambers, drainage pools, curbs, roads, swales, and other physical elements shall be located by survey control.

G. Underground pipelines need not be located using survey control but shall be located using standard survey equipment operated by persons experienced in their operation.

1.06 SURVEY REQUIREMENTS

A. The Architect/Engineer will provide one (1) benchmark.

B. The Contractor shall, with his own forces, obtain working or construction lines or grades as needed subject to the check of the surveyor. The surveyor shall set offsets.

C. Establish elevations, lines, offsets and levels. Locate and lay out by instrumentation and similar appropriate means:
   1. Site improvements including pavements, stakes for grading, curbs, fill and topsoil placement, utility locations, slopes and invert elevations.
   2. Grid or axis for structures.
   3. Building foundation, column locations, ground floor elevations, and equipment foundations.

D. Provide tie distances on record drawings to all underground structures, valves, pipes, and utilities installed as work of this Contract.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. This Section specifies the requirements for making submissions for the project. Electronic submissions will be required unless expressly noted otherwise.

B. Refer to Section 013216 - Construction Schedule for the requirements concerning the submission of construction schedules and for making updates thereto.

C. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
   1. Contractor's construction schedule.
   2. Submittal schedule.
   3. Daily construction reports.
   4. Shop Drawings.
   5. Product Data.
   6. Samples.
   7. Quality assurance submittals.

D. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
   1. Permits.
   2. Applications for Payment.
   3. Performance and payment bonds.
   4. Insurance certificates.
   5. List of subcontractors.

E. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 1 Section " Payment Procedures" specifies requirements for submittal of the Schedule of Values.
   2. Division 1 Section " Project Management and Coordination" specifies requirements governing preparation and submittal of required Coordination Drawings.
   3. Division 1 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
   4. Division 1 Section "Quality Requirements" specifies requirements for submittal of inspection and test reports.
   5. Division 1 Section "Execution and Closeout Requirements " specifies requirements for submittal of Project Record Documents and warranties at project closeout.

1.02 DEFINITIONS

A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
   1. Preparation of Coordination Drawings is specified in Division 1 Section " Project Management and Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.

B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.

C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

1.03 IDENTIFICATION OF SUBMITTALS

A. Each and every submission shall be provided by the Contractor and shall be accompanied by a SUBMISSION TRANSMITTAL FORM. The Contractor shall use the specimen form made a part

of this Section. *Submittals not containing the form will be returned to the Contractor un-reviewed.* The Architect/Engineer will not review project submissions until such time as the form is competed in its entirety. Identify each submittal and resubmittal using the form.

B. Each individual submittal shall be identified with a 'submission log number' as specified here in this example: 033000.01-1
   1. The Section number for which the submittal applies, followed by a period, shall be indicated, "033000.".
   2. The submittal within the Section shall be indicated by the next grouping "01". For instance and in this example, the concrete design mix may be submission "01", the waterstop catalog cut may be "02", and so on. Submittals shall be sequentially numbered within the Specification Section, i.e. 01, 02, etc.
   3. The number of times the submission was made shall be preceded by a dash and a numerical suffix as follows: "-1". In this example, the concrete design mix is being submitted for the first time. Use the number "1" for the first time it is being submitted.
   4. Subsequent submissions of the concrete design mix shall utilize the original number and a sequential numeric suffix, i.e. "2" for a resubmission, "3" for the second resubmission, and so on. Substitute the new number for the original "1".

C. Where a layout drawing, containing different elements of the project, is being submitted and there is a question as to what the log number might be, then the Contractor shall contact the Architect/Engineer so that an agreed upon log number can be assigned.

D. It is incumbent on the Contractor to initially assign the submission log number designation to each submission. Submissions not containing a log number, as specified above, will be returned to the Contractor un-reviewed by the Architect/Engineer.

E. Every submittal shall also be accompanied by a Transmittal Letter (or "Speed Form") addressed to the Architect/Engineer's Project Manager as hereinafter defined.

1.04 SUBMITTAL SCHEDULE

A. Submittals must be prepared and transmitted as follows, unless otherwise approved by the Owner's Construction Representative:
   1. Within 15 working days after Notice to Proceed:
      a. Doors & Hardware.
      b. HVAC units.
      c. Ductwork shop drawings
      d. Electrical fixtures and panels.
      e. Asbestos Abatement submittals & Plan.
   2. If the contractor misses the milestone submittal timeframes listed above, the owner / agents can withhold requisition payments until the required paperwork is received. If there are any open submittals beyond 60 days of contract award, the owner may withhold contractor payments until all required paperwork is received.
   3. Upon approval by the Owner's Construction Representative, non-critical submissions may be transmitted after the above time frame.
   4. Prepare submittals including information in accordance with Submittal Identification and Procedures specified in this section.

1.05 COORDINATION OF SUBMITTALS

A. Prior to submitting to the Owner's Construction Representative, fully coordinate all interrelated work. <> As a minimum, do the following:
   1. Determine and verify all field dimensions and conditions by field measuring existing conditions and the installed work of this Contract and work by others.
   2. Coordinate with all trades, subcontractors, vendors, system and equipment suppliers and manufacturers, public agencies, and utility companies and secure all necessary approvals, in writing.

B. Make submittals in groups containing all associated items that in some way depend upon each other.
   1. This also applies to color charts, as one color may not be able to be selected without the selection of other colors so as to form a color-coordinated group.
   2. The Owner's Construction Representative may elect not to review partial or incomplete submissions, whereupon he will notify the Contractor of the additional submissions that are required before a review can be made.

1.06 TIMING OF SUBMITTALS

A. Make submittals far enough in advance of scheduled dates of installation to provide time for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery. The Architect/Engineer will review submittals in a manner as expedient as possible, and will generally send a written response to the Contractor within seven (7) calendar days of receipt of submittals.

B. Submissions may be returned reviewed, unreviewed, rejected, returned conditioned upon submission of related items, or for other reasons set forth in the Contract Documents.

C. Make submissions well in advance as the returning, rejecting or disapproval of submissions or other similar circumstances are possible and are deemed "avoidable delays". Costs for these delays or those attributed to Contractor’s tardiness in making submittals shall be borne by the Contractor.

D. ***All*** submittals requiring Owner's Construction Representative’s review (except operations manuals) as required under the technical specifications of these documents shall be submitted within **FORTY FIVE (45)** consecutive calendar days after the date of the Notice to Proceed. An amount of **$250** per calendar day shall be deducted from payment due the Contractor for ***each*** day that an outstanding submittal exists, said amount being the cost associated with the Owner's Construction Representative’s review.

E. Operation and maintenance manuals shall be submitted at least **FORTY FIVE (45)** consecutive calendar days prior to scheduled startup of the unit or system.

F. If material or equipment is installed before it has been deemed to be in general compliance with the Contract Documents, as determined by the Owner's Construction Representative, the Contractor shall be liable for its removal and replacement at no extra charge and without an increase in contract time.

1.07 DESTINATION OF SUBMITTALS

A. Each submission of documents shall be accompanied by a transmittal form containing the name of the project, the contract name, the Architect/Engineer’s project manager, a submittal ID number, and a description of content for the submitted items.

B. A copy of the TRANSMITTAL FORM shall also be provided to the Owner's Construction Representative's inspector at the job site.

C. Electronic submittals shall be transmitted through the Newforma® Project Center website; a Submittal Exchange website or by email; pending instruction by the Architect/Engineer. ABC Architect is using a project information application called Newforma® Project Center. One of its components is Newforma Info Exchange, a web application that facilitates sending and sharing transmittals, and file sharing.

D. As an external team member on this project the Contractor will be required to access the ABC Architect/Newforma Info Exchange website for information related to the project, including file transfers, RFI, Submittals, Action Items, and project Calendar information. The Contractor will have access to this website using any internet-capable computer running Internet Explorer or Firefox. All data transmitted through the ABC Architect/Newforma Info Exchange website is encrypted and logged. Further instructions will be provided to the Contractor after the contract is awarded.

E. Other submissions, such as material samples or other items as instructed by the Owner's Construction Representative, shall be sent to the Architect/Engineer's office as follows:

ABC Architect
Address, City, State Zip

Attention: H2M Project Manager (Named at Pre-Construction Conference or in the Notice to Proceed)

1.08 CLARITY OF SUBMITTALS

A. All printed materials shall be neat, clean, professionally drafted by hand or by computer, clear, legible, and of such quality that they can be easily reproduced by normal photocopying or wide format copy/print machines.

B. All electronic submittals shall be produced with a minimum resolution of 300 dpi.

C. Binders of information shall be separated into groups, subsystems, or similar equipment/function. Copies not conforming to this paragraph will be returned to the Contractor without the Owner's Construction Representative's review.

1.09 CONTRACTOR'S REPRESENTATION

A. By making a submission, the Contractor represents that he has determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving equipment into an enclosed space, materials, catalog and model numbers and similar data and that he has checked and coordinated each submission with other work at or adjacent to the project site in accordance with the requirements contained in Section 013100 - {\t\#1000103} and the Contract Documents.

B. Every SUBMISSION TRANSMITTAL FORM shall contain the Contractor's approval stamp and date showing that the submittal has been approved by the Contractor. The Owner's Construction Representative will not review submittals that have not yet been reviewed and approved by the Contractor.

1.10 ENGINEER/ARCHITECT'S REVIEW

A. Owner's Construction Representative will review and comment on each submission conforming to the requirements of this Section.
   1. Architect/Engineer's review will be for conformance with the design concept of the project and will be confined to general arrangement and compliance with the Contract Documents only, and will not be for the purpose of checking dimensions, weights, clearances, fittings, laying lengths, tolerances, interference's, for coordinating the work by others or subcontractors.
   2. The Architect/Engineer's review of a separate item, or portion of a system, does not represent a review of an assembly or system in which the item functions.

B. The Architect/Engineer will mark submittals as follows:
   1. NO EXCEPTION TAKEN (**A**) - No corrections, no marks. The content of this submittal has been reviewed by the Architect/Engineer and been found to be in general compliance with the Contract Documents. No further submission of this submittal is required and the information contained in the submittal may be built into the work in accordance with the Contract Documents.
   2. MAKE CORRECTIONS NOTED (**B**) - Minor amount of corrections. The content of this submittal has been reviewed by the Architect/Engineer and has been found in general to be in compliance with the Contract Documents. The notations made on the submittal by the Architect/Engineer shall be incorporated into the work in accordance with the terms and conditions of the Contract Documents. No further submission of this submittal is required.
   3. REVISE AND RESUBMIT (**C**) - The content of this submittal has been reviewed by the Architect/Engineer and this review has determined that additional data and/or modification to the submitted data or other changes are required to bring the work represented in this submittal into compliance with the Contract Documents. This submittal shall be reviewed

and revised in accordance with the Architect/Engineer's comments and resubmitted to the Architect/Engineer for review. The information contained on the resubmittal shall not be incorporated into the work until the submittal is returned to the Contractor marked "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED".

4. REJECTED (**D**) - The content of this submittal has been reviewed by the Architect/Engineer and has been determined not to be in accordance with the requirements contained in the Contract Document and requires too many corrections or other justifiable reason. The submittal shall be corrected and resubmitted or a submittal of an alternate shall be provided. No items are to be fabricated under this mark.
5. SUBMIT SPECIFIED ITEM (**E**) - The content of this submittal has been reviewed by the Architect/Engineer and this review has indicated that the work displayed in the submittal is not in compliance with the Contract Documents. The Contractor shall submit another submittal for this portion of the work, which complies with the Contract Documents.
6. RECEIVED (**R**) - This submittal is accepted on the project and filed for record purposes only, in accordance with the terms and conditions of the Contract Documents. Documents marked "RECEIVED" will not be returned.

C. No payment will be made on any item for which a submission is required if such submission:
   1. has not been made,
   2. has been made but was not stamped "No Exceptions Taken" by Architect/Engineer,
   3. has been made and stamped "Make Corrections Noted", but contractor has not complied with Architect/Engineer's notes marked on the submittal,
   4. has been made and stamped "No Exceptions Taken", but item provided does not conform to the shop drawing nor to the Contract Documents.

D. Submittals not required by these specifications will not be recognized or processed.

E. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals.
   1. Allow between 10 and 15 business days for initial review of the first round of submittals. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals.
   2. If an intermediate submittal is necessary, process the same as the initial submittal. Allow an additional 10 business days for processing each submittal.
   3. No extension of Contract Time will be authorized because of contractor's failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.

1.11 RESUBMISSIONS

A. Prepare new and additional submissions, make required corrections, and resubmit corrected copies until found in compliance with the Contract Documents.

B. On, or with, re-submittals, clearly describe revisions and changes made, other than the corrections requested by Architect/Engineer, which did not appear on the previous submissions.

1.12 CONTRACTOR'S RESPONSIBILITIES

A. Architect/Engineer's review of submittals shall not relieve the Contractor of his/her responsibility for any deviation from the requirements of the Contract Documents nor relieve the Contractor from responsibility for errors or omissions in the submittals.

B. No portion of the work requiring a submission shall be commenced until the Architect/Engineer has found the submission in general compliance with the Contract Documents.

C. The Contractor shall provide written notification of any specification or drawing deviation.

1.13 EXCESS COSTS FOR ENGINEERING/ARCHITECTURAL SERVICES

A. The Owner will charge to the Contractor, and will deduct from the partial and final payments due the Contractor, all excess engineering and architectural expenses incurred by the Owner for extra services (work) conducted or undertaken by the Architect/Engineer as stipulated below:
   1. Services and other similar charges because of the Contractor's errors, omissions, or failures to conform to the requirements of the Contract Documents as related to administrative charges associated with non-compliance with the requirements for making project submissions.
   2. Services and other similar charges required to examine and evaluate any changes or alternates proposed by the Contractor and which may vary from the Contract Documents.
   3. Services and other similar charges as a result of the Contractor's proposed substitution of materials, equipment or products which require a redesign of any portion of the project, as contained in the Contract Documents at the time of bid.
   4. Services and other similar charges as a result of the Contractor's proposed substitution of products which require an engineering and/or architectural evaluation, beyond the time stipulated in Section {\id\#1000053} - {\t\#1000053}, to determine if the substituted product is equal to that specified.
   5. Services and other similar charges as a result of changes by the Contractor to dimensions, weights, sizes, voltages, phase, horsepower, materials of construction, and similar physical or operating characteristics of the product furnished which require redesign of the project in any way.
   6. Services and other similar charges for the review of resubmissions of shop drawings that have been marked as "No Exceptions Taken" or "Make Corrections Noted".
   7. Services and other similar charges for the review of shop drawings submitted more than two (2) times for the same product or portion of the work.

1.14 MISCELLANEOUS SUBMITTALS

A. Provide a Submittal Schedule within seven (7) calendar days from the date of the Notice to Proceed. The Submittal Schedule shall list all submittals for the project referenced by draft log number. Provide the estimated date that the submittal will be transmitted to the Architect/Engineer for review.

B. Within seven (7) calendar days from the date of the Pre-Construction Meeting, submit a Proposed Products List. This list shall be a complete listing of all products proposed for use, with name of manufacturer, service headquarters, trade name and model number of each product. Partial listings will not be accepted.

C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.15 SUBCONTRACTOR LIST

A. The Contractor shall submit, on AIA Form G705, within FIFTEEN (15) calendar days after the date of the Notice to Proceed, a list of all subcontractors, including the names of the major subcontractors that were submitted at the time of the bid.

B. Indicate M/WBE subcontractors in accordance with the requirements contained in other portions of the Project Manual.

1.16 MATERIAL SAFETY DATA SHEETS (MSDS)

A. Comply with "Right to Know" requirements of Chapter 551 of Laws of New York, 1980, concerning notification of the use of toxic substances.

B. Any product or substance used by the Contractor or its subcontractors which is listed in Subpart Z of OSHA Part 1910 Title 29 of the Code of Federal Regulations entitled "Toxic and Hazardous Substances" shall be identified to the Owner/Architect/Engineer by the Contractor's submission of a standard Material Safety Data Sheet (MSDS) in accordance with "Right To Know" requirements.

C. Products will not be permitted to be kept on site without a MSDS.

1.17 SHOP DRAWINGS

A. Submit shop drawings for all fabricated work, for all manufactured items and for items specifically required by the specifications.

B. Subcontractors shall submit shop drawings directly to the Contractor for checking. Thoroughly check subcontractors' shop drawings for measurements, sizes of members, details, materials, and conformance with the Contract Documents.
   1. Return submittals which are found to be inaccurate or in error.
   2. Do not submit to the Architect/Engineer until all corrections have been made.

C. Clearly show the relationship of the various parts of the project and where the information provided on the submission depends upon field measurements and existing conditions.

D. The Contractor shall make all measurements, confirm existing conditions, and include them on the shop drawings before making a submission to the Architect/Engineer.

E. Submissions for a single item, or group of related items shall be complete.

F. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

G. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

H. When submitting manufacturers' catalogs, pamphlets or other data sheets, in lieu of prepared shop drawings, clearly mark the items being submitted for review.

I. If the shop drawings contain any departures from the contract requirements, specifically describe them in the letter of transmittal.
   1. Where such departures require revisions to layouts, structural, architectural, electrical, HVAC or any other changes to the work as shown, Contractor shall, at his own expense, prepare and submit revised drawings accordingly.
   2. Make drawings the same size as the Contract Drawings and to the same scale.

J. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

K. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
   1. Dimensions.
   2. Identification of products and materials included by sheet and detail number.
   3. Compliance with specified standards.
   4. Notation of coordination requirements.
   5. Notation of dimensions established by field measurement.
   6. Sheet Size: Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 inches by 11 inches but no larger than 36 inches by 48 inches.
   7. AII Technical Submittals.

1.18 SAMPLES

A. Where required, or where requested by the Architect/Engineer, submit sample or test specimens of materials to be used or offered for use.
   1. Samples shall be representative, in all respects, of the material offered or intended, shall be supplied in such quantities and sizes as may be required for proper examination and tests, and shall be delivered to Architect/Engineer, prepaid, along with identification as to their sources and types of grades.

2. Submit samples well in advance of anticipated use to permit the making of tests or examinations.

B. Samples will be checked for conformance with the design and for compliance with the Contract Documents.

C. Work shall be in accordance with the approved sample. The use of materials or equipment for which samples are requested or required to be submitted is not permitted until such time that the Architect/Engineer has completed his review.

1.19 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer.

B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation. Provide manufacturer’s instructions with shop drawings.

1.20 CERTIFICATIONS

A. Submit certifications of compliance indicated in the Contract Documents.

B. Certifications shall be complete and exact, they shall be properly authenticated by the written signature, in ink, of an owner, officer or duly authorized representative of the person, firm or organization issuing such certification and they shall guarantee that the materials or equipment are in complete conformance with the requirements of these specifications.

1.21 COLORS AND PATTERNS

A. Unless the precise color and pattern are specified, whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts for Architect/Engineer’s and Owner’s review and selection.

1.22 MANUFACTURER’S SERVICE CENTER

A. The product of a manufacturer who does not maintain an adequate nearby service center and a sufficient stock of spare parts are subject to rejection by Architect/Engineer solely on that basis.

B. With each submission, submit information on manufacturer’s facilities and give complete details of his service policies and capabilities, and a general idea of the stock of spare parts available. Submit this information in the form of a certification. Also include names, addresses and telephone numbers of at least three of the service center’s present customers who are in the area of the project.

1.23 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Distribution: It is the contractor’s responsibility to coordinate submittals with each subcontracting trade. Each contractor shall be required to provide their subcontractors with a complete list of their submittals in order that other contractors can request required submittal information.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

1.24 DAILY CONSTRUCTION REPORTS

A. Prepare a daily construction report recording the following information concerning events at the site, and submit one copy to the Architect and one copy to the Owner's Construction Representative by 10:00 a.m. the following day. Any contractor not submitting required reports will not receive approval ‹n the subsequent application for payment until such time that all required information is submitted

1. List of subcontractors at the site.
2. Count of personnel at the site (substantiates payroll).
3. High and low temperatures, general weather conditions.
4. Accidents and unusual events.
5. Meetings and significant decisions.

6. Stoppages, delays, shortages, and losses.
7. Meter readings and similar recordings.
8. Emergency procedures.
9. Orders and requests of governing authorities.
10. Change Orders received, implemented.
11. Services connected, disconnected.
12. Equipment or system tests and startups.
13. Partial Completions, occupancies.
14. Substantial Completions authorized.

1.25 TEST RESULTS AND INSTALLATION

A. Whenever field startup services are specified, the Contractor shall obtain from the manufacturer and submit to the Architect/Engineer Manufacturer Startup Reports (MSR's). The report shall detail the results of the field visit and all special conditions resulting from the startup.

B. Whenever field or factory tests are required on materials, equipment and systems, such tests shall be performed and the test results submitted to Architect/Engineer in the form of a MSR.

C. Do not deliver to the project or incorporate into the work any materials or equipment for which Architect/Engineer has not completed his review and found same to be in general conformance with the Contract Documents.

D. Submit MSR's within thirty (30) calendar days after the date of the startup or factory test.

1.26 SPARE PARTS LIST

A. Prepare a list of all spare parts specified to be provided in other Sections. Compile the total list for the purposes of reviewing actual spare parts delivered versus spare parts specified to be provided. The list shall reference the Section, model number, and quantity to be provided.

1.27 WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS

A. Unless otherwise specified, the requirement to submit data and samples for products specified for approval will be waived for products specified by brand name if the specifically named products are furnished for the work. In such cases, the Contractor shall submit two (2) copies of required Product Data directly to the Architect/Engineer's field representative for information and verification during its incorporation into the work. The SUBMISSION TRANSMITTAL FORM shall always be used.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

THIS SPACE LEFT INTENTIONALLY BLANK

CONTRACTOR'S COMPANY NAME: _____

ADDRESS: _____

SUBMISSION TRANSMITTAL FORM

CLIENT NAME: Somers Central School District
PROJECT TITLE: Various Upgrades at Primrose Elementary School and Somers High School
H2M PROJECT NO.: SMSD2505, SMSD2508

Product, Item, or System Submitted:			
Submission Date:		Submission Log No.:	
Specification Section:		Paragraph Reference:	
Contract Drawing Reference(s):			
Manufacturer's Name:			
Manufacturer's Mailing Address:			
Manufacturer's Contact Information:	*Name*	( ) *Tel. no.*	*Email*
Supplier's Name:			
Supplier's Mailing Address:			
Supplier's Contact Information:	*Name*	( ) *Tel. no.*	*Email*
This item is a substitution for the specified item:		____ No	____ Yes
Contractor's Approval Stamp with Signature & Date		Contractor's Brief Comments or Remarks (attach separate letter as needed): By making this submission, we represent that we have determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving the item into the enclosed space, materials, catalog and model numbers and similar data and that we have checked and coordinated this submission with other work at or adjacent to the installed location in accordance with the requirements contained in the Contract Documents.	

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Codes

B. Governing agencies

C. Permits

1.02 CODES

A. Comply with the requirements of the various codes referred to in these Specifications. Such codes shall be the date of the latest revision in effect at the time of receiving bids.

B. If there is a conflict between local, state, and/or Federal regulatory requirements, seek a consultation with the State Department of Labor. Resolve conflicts to the satisfaction of the State Department of Labor prior to commencing work.

C. Electrical Work: Conform to the requirements of the National Electrical Code (NEC) unless otherwise shown or specified. The Owner will be the sole judge of the interpretation of these rules and requirements.

1.03 GOVERNING AGENCIES

A. All work shall conform to and be performed in strict accordance with all governing agencies such as, but not limited to:
   1. Occupational Safety and Health Act - OSHA
   2. State Department of Environmental Conservation
   3. State Building Code
   4. State Fire Code
   5. National Fire Protection Association - NFPA
   6. National Electrical Code
   7. State Plumbing Code
   8. New York State Energy Code
   9. County Department of Health
   10. Town Codes, Rules, Laws and Ordinances
   11. Sewer District Sewer Use Code
   12. Local Water District
   13. Electric Utility
   14. Gas Utility
   15. State Education Department

1.04 PERMITS AND INSPECTIONS

A. Representatives of the Owner shall have access to the work for inspection purposes. The Contractor shall provide facilities suitable to the Owner to facilitate inspections of the installed work.

B. Obtain and pay for all permits, fees, licenses, certificates, inspections and other use charges required in connection with the work.

C. Obtain a New York Board of Fire Underwriters inspection and certificate.

D. The following permits and/or certifications will be obtained by the Owner from the appropriate permitting agencies:
   1.

1.05 LISTINGS

A. Equipment and materials for which Underwriters' Laboratories, Inc. (UL) provides product listing service, shall be listed and bear the listing mark. Alternately, ETL Testing Laboratories, Inc. Product Safety Testing Listing is acceptable if the listed product has been tested to the applicable UL Standard.

1.06 FIRE RESISTANT CONSTRUCTION MATERIALS AND ASSEMBLIES

A. Conform to the fire rating classifications based upon the test methods and acceptance criteria in the Standard, Fire Tests of Building Construction and Materials for which Underwriters' Laboratories, Inc. (UL) provides listings.

B. Materials and assemblies shall comply with the acceptance criteria, detailed description of the assembly, its performance in the fire test and other pertinent details such as specification of materials, Classification coverage, and alternate assembly details.

C. Alternatively, fire resistance rating classifications by other issuing organizations listed in the Fire and Building Codes are acceptable.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 ABBREVIATED SUMMARY

A. This Section explains the format of the specifications.

1.02 SPECIFICATION FORMAT

A. The Specifications are generally arranged according to the Construction Specifications Institute (CSI) format. Most of the technical requirements are specified in the technical specifications of the document, which are grouped into forty-eight (48) major divisions. Most of the legal and administrative requirements are included in Division 01, General Conditions, Information For Bidders, and the Contract (agreement).

B. Technical sections are arranged in numerical order, however section numbers may not be consecutive from section to section.

C. Page numbering is subordinate to each section.

D. Most sections are generally broken down into three (3) parts:

1.	PART 1 - GENERAL
2.	PART 2 - PRODUCTS
3.	PART 3 - EXECUTION

E. Not all these parts may be used and in some cases, the title of some of the parts may be different than listed above. Paragraph numbers are subordinate to each part.

F. The Contractor is advised that the format described here is flexible in nature.
   1. There is some overlapping of specified information between various portions of the Specifications.
   2. In all cases, the entire requirements of the Contract Documents for the project shall apply.

G. Explanations:
   1. Many technical sections begin with a paragraph titled "SECTION INCLUDES", "DESCRIPTION", or similar wording.
      a. In these paragraphs, a brief listing of the specified products may appear or a brief description of the work generally specified in that section is presented.
      b. These descriptions or listings are not all inclusive, but merely are provided as an aid in locating subject matter.
      c. In some cases special cost related items of work are called to the attention of the Contractor in these opening paragraphs.
   2. "RELATED SECTIONS" or "RELATED WORK" or similar wording paragraphs list or reference related work specified elsewhere in the Contract Documents. Such listing is not all inclusive, rather, they are merely an aid to the Contractor in locating some of the other Specification Sections wherein work is specified which has a particularly close interrelationship with the work specified in that section.
      a. It shall be understood that all of the Work, and all of the Specifications and other portions of the Contract Documents, are interrelated, and that the total of all requirements set forth in all of the Contract Documents shall be met.
      b. Equipment suppliers and manufacturers shall be advised of the requirements for making submittals and delivering products, as specified in Division 1 sections, even if said sections are not referenced therein that section.

3. "REGULATORY REQUIREMENTS" or "REFERENCES" or similar wording paragraphs describe standards, laws, guidelines, regulations, and standards related to workmanship and installation of the products specified which shall be followed by the Contractor in completing the work specified therein that section as if it was written there in that section. All such requirements and references shall be latest issue in effect at the time of the bid opening.
4. When a "GUARANTEE" or "WARRANTY" paragraph appears in the section it is calling attention to a guarantee which extends beyond the period of the Contractor's Guarantee called for in the administrative portion of the Contract Documents or it states special requirements specific to the equipment, systems or products specified in that section.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Work of this Section includes the requirements for pre-installation meetings.

1.02 PRE-INSTALLATION MEETINGS

A. As required in individual specification sections, the Contractor shall convene a pre-installation meeting at the site prior to commencing work of the section.

B. Pre-installation meetings are to be convened at least one week prior to commencing work on the section. The contractor shall arrange and require attendance of Owner's Construction Representative, Owner, and Architect and parties directly affecting, or affected by, work of the specific section.
   1. At least seven (7) calendar days advance notice is to be given.
   2. The contractor shall prepare agenda and preside at meeting. At a minimum the following items are to be discussed:
   3. Review conditions of installation, preparation and installation procedures.
   4. Review coordination with related work.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Requirements for monitoring the quality of the constructed project.

B. Work of this Section also includes services of an independent testing laboratory for quality assurance testing.

1.02 REFERENCES

A. ASTM C1077 - Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.

B. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

C. ASTM D4561 - Practice for Quality Control Systems for an Inspection and Testing Agency for Bituminous Paving Materials.

D. ASTM E699 - Practice for Criteria for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating Building Components in Accordance with Test Methods Promulgated by ASTM Committee E6.

1.03 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or workmanship that is more precise.

C. Perform work by persons qualified to produce workmanship of specified quality.

D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

E. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

1.04 MOCK-UP

A. Tests will be performed under provisions identified in this Section and identified in the respective product specification sections.

B. Assemble and erect specified items with specified attachment and anchorage devices, flashing, seals, and finishes.

C. Accepted mock-ups shall be a comparison standard for the remaining work.

D. Where a mock-up has been accepted by the Architect/Engineer and is specified to be removed, then the Contractor shall remove the mock-up and the clear area when directed to do so by the Architect/Engineer.

1.05 QUALITY ASSURANCE - TESTING LABORATORY

A. In order to establish compliance with the Contract Documents, materials shall be tested, examined and evaluated before they are incorporated into the work. During and after installations, additional tests, examinations, and evaluations shall be made to determine continued compliance throughout the course of the work.

B. Testing laboratory shall be a reputable, experienced firm that is capable of performing all of the required testing and authorized to operate in the state in which the project is located.

C. Perform all sampling and testing in accordance with specified procedures and use the materials, instruments, apparatus, and equipment required by the codes, regulations and standards. Where specific testing requirements or procedures are not described, perform the testing in accordance with all pertinent codes and regulations and with recognized standards for testing.

D. In the event that samples and test specimens are not properly taken, handled, stored or delivered or if other requirements of this Section are not complied with, Architect/Engineer reserves the right to delegate any or all of this work to others, or to take whatever action deemed necessary to ensure that sampling and testing are properly accomplished, for which all costs shall be borne by Contractor.

E. Architect/Engineer reserves the right to disapprove the use of a specific testing laboratory, even after prior approval, if the laboratory fails to meet or comply with the requirements of this Section. If this should occur, immediately discharge the testing laboratory and retain the services of a different laboratory acceptable to Architect/Engineer.

F. The testing laboratory shall meet the following criteria:
   1. Be capable of performing all of the required tests.
   2. Be regularly engaged in performing the types of services required.
   3. Have adequate facilities, materials, equipment, and personnel to perform the services.
   4. Have an adequately trained, experienced and qualified staff.
   5. Have at least one registered professional engineer licensed in the state in which the project is located who shall be capable of performing field tests, supervising laboratory testing and interpreting test results. The professional engineer shall be thoroughly knowledgeable in materials, soils, asphalt paving and concrete.
   6. Shall be able to be on the Project site within two hours after being notified.
   7. Comply with the requirements of ASTM C1077, ASTM D3740, ASTM D4561, ASTM E548 and ASTM E699.
   8. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.06 REFERENCE STANDARDS

A. Conform to reference standards by date that the project was last bid.

B. Obtain copies of standards when required by Contract Documents.

C. Should specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.07 SCHEDULING - LABORATORY SERVICES

A. Except where otherwise specified, the Architect/Engineer will determine the number of samples to be taken, the date and time samples will be taken and tests made, the number and type of tests to be performed, who will collect the samples, how they will be handled and stored and when laboratory personnel are required on site.

B. Architect/Engineer will notify Contractor of his/her decision to take samples and/or have tests made and provide him with the pertinent information. Contractor is responsible for notifying the testing laboratory and for having the testing performed, on schedule.

C. In addition to the above, Contractor shall make his/her own arrangements for the sampling and testing of materials he/she proposes to incorporate into the work. This shall not be paid for out of the cash allowance.

D. Notify Architect/Engineer at least 72 hours in advance of the times at which scheduled samples or tests will be conducted.

E. If samples and/or tests cannot be taken or performed when required, delay the work until such time that they can be accomplished. Where possible, any work that has been installed but has not been sampled or tested as required, shall be tested by other means. Upon Architect/Engineer's request, uncover any work, which has been buried or covered, and perform special tests designated by Architect/Engineer. If the work cannot be tested by other means, Architect/Engineer may declare the work unacceptable. All costs associated with noncompliance

and for special testing shall be borne by the Contractor and not be paid for out of the cash allowance.

F. Should the testing laboratory be scheduled to take or collect samples or to perform tests, and finds that it is unable to do so as a result of delays in construction, inclement weather, or any other reason, reschedule the tasks for a date acceptable to Architect/Engineer. Costs associated with times testing laboratory is unable to perform scheduled services shall be borne by the Contractor and will not be paid for under the allowance.

G. Plan all work and operations to allow for the taking and collection of samples and allow adequate time for the performance of tests. Delay the progress of questionable work until the receipt of the certified test reports.

1.08 FIELD OBSERVATION OF CONTRACTOR'S WORK

A. The Architect/Engineer will provide periodic observation of the Contractor's work.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions. Verify that the existing substrate is capable of structural support or attachment of new Work being applied or attached. Examine and verify specific conditions described in individual specification sections. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance. Seal cracks or openings of substrate prior to applying next material or substance.

B. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 FIELD QUALITY CONTROL

A. Allow representatives of the testing laboratory access to the work at all time. Provide all equipment, labor, materials, and facilities required by the laboratory to properly perform its functions. Cooperate with and assist laboratory personnel during the performance of their work.

B. Test specimens and samples shall be taken by the person(s) designated in other Sections, or as directed by Architect/Engineer. Conduct field sampling and testing in the presence of Architect/Engineer. Provide all materials, equipment, facilities and labor for securing samples and test specimens and for performing all field-testing.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Asbestos and lead-based paint certification.

B. Moisture control.

1.02 ASBESTOS AND LEAD-BASED PAINT CERTIFICATION

A. Contractor shall submit the enclosed "Asbestos and Lead-Based Paint Certification" upon completion of all work.

1.03 MOISTURE CONTROL

A. The Contractor shall maintain a strict policy and protocol for the control of water infiltration and moisture build-up during the course of the project. The plans and specifications are not intended to depict each and every condition or detail of construction. As the knowledgeable party in the field, the Contractor is in the best position to verify that all construction is completed in a manner which will provide a watertight structure. The Contractor has the sole responsibility for ensuring the watertight integrity of the structure. The Contractor's contractual obligations include, but are not limited, to the following:

B. Water Infiltration: If the Contractor observes water infiltration (unintended) into a completed building or an ongoing construction site, he must immediately report the condition to the Owner and Architect/Engineer, and shall immediately take steps to investigate the source of the water infiltration, identify the responsible party (person who performed work that resulted in water infiltration) and devise a procedure to promptly eliminate water infiltration into the building.

C. Handling of Water-Damaged Building Materials and Construction:
   1. Contractor shall inspect all building materials delivered to the site for pre-existing water damage, as well as existing mold growth.
   2. If in-place construction becomes wet, notify the Owner and Architect/Engineer immediately. The Owner and Architect/Engineer will determine whether or not the work shall be removed and replaced, or if the type of material can be permitted to dry.
   3. Under no circumstances may new or additional construction be placed over, or otherwise enclose, wet building materials.

D. Visible Mold/Mildew:
   1. If the Contractor observes any substance that appears to be mold or other fungal growth and/or an unidentified substance within a completed building or the ongoing construction site, he shall immediately suspend construction operations in the area, and report the condition to the Owner and Architect/Engineer.
   2. No person shall be allowed back into the affected area without permission of the Owner.

1.04 SUBMITTALS

A. Contractor shall submit completed and notarized "Certification of Asbestos and Lead-Based Paint" form.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

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Certificate of Asbestos and Lead-Based Paint (New Work)	
Client's Name:_____	
Project Location:_____	
Project Address:_____	
Project Name:_____	
Project Number:_____	
CERTIFICATION:	
This Contractor hereby certifies that no asbestos-containing material and lead-based paint, as defined by applicable federal and state regulations, has been furnished or installed at the referenced project:	
Contractor Name:_____	
Signature:_____	
Address:_____	
_____	
Telephone:_____	Date Executed: _____
This Form Shall Be Notarized	

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.

B. Temporary utilities include, but are not limited to, the following:
   1. Drainage.
   2. Water Service and distribution.
   3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
   4. Ventilation.
   5. Electric power service.
   6. Lighting.
   7. Temporary Heating.

C. Support facilities include, but are not limited to, the following:
   1. Waste disposal facilities.
   2. Field offices.
   3. Storage and fabrication sheds.
   4. Lifts and hoists.
   5. Staging areas.
   6. Construction aids and miscellaneous services and facilities.
   7. Scaffolding and platforms

D. Security and protection facilities include, but are not limited to, the following:
   1. Environmental protection.
   2. Stormwater control.
   3. Tree and plant protection.
   4. Pest Control.
   5. Site enclosure fence.
   6. Security enclosure and lockup.
   7. Barricades, warning signs, and lights.
   8. Covered walkways
   9. Temporary enclosures.
   10. Temporary partitions.
   11. Fire protection.

E. Unless work of this section is indicated to be provided under a specific contract, Contractor must provide, maintain and remove required temporary facilities necessary to perform his own construction activities.

F. Accessible Temporary Egress: Comply with applicable provisions in ICC A117.1.

1.02 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
   1. Building code requirements.
   2. Health and safety regulations.
   3. Utility company regulations.
   4. Police, fire department, and rescue squad rules.
   5. Environmental protection regulations.

B. Standards: Comply with NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations,” ANSI A10 Series standards for "Safety Requirements for Construction and Demolition,” and NECA Electrical Design Library "Temporary Electrical Facilities.”

1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 “National Electric Code."

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.03 PROJECT CONDITIONS

A. Temporary Utilities: Each contractor will prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-preventive measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

1.04 DIVISION OF RESPONSIBILITIES

A. General: These Specifications assign the Contractor responsibilities.

B. Each Contractor is responsible for the following:
1. Installation, operation, maintenance and removal of each temporary facility considered as its own normal construction activity, as well as the costs and use charges except as listed below.
2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
3. Its own storage and fabrication sheds.
4. Hoisting requirements, including hoisting loads in excess of 2 tons, hoisting material or equipment into spaces below grade, and hoisting requirements outside the building enclosure. (Rigging Insurance must be provided by each prime contractor)
5. Collection and disposal of its own hazardous, dangerous, unsanitary, or other harmful waste material.
6. Secure lock-up of its own tools, materials and equipment.
7. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
8. Maintaining temporary facilities provided by Contractor.
9. Complying with the regulations of the Commissioner of Education - 8 NYCRR 155.5 - Uniform Safety Standards for School Construction and Maintenance Projects specified in Division 1 Section 011400.
10. Containers for non-hazardous waste and debris generated by their own demolition and construction operations.

1.05 USE CHARGES

A. General: Cost or use charges for temporary facilities are not chargeable to Owner, Architect or Owner's Construction Representative and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
1. The Owner's Construction Representative.
2. Other Contractors.
3. Owners construction forces.
4. Occupants of Project.
5. Architect .
6. Testing Agencies.
7. Personnel of authorities having jurisdiction.

B. Water Service: Use water from the Owner’s existing water system without metering and without payment of use charges. Access to water shall be approved by the Owner.

C. Electric Power Service: Temporary electric power including set-up and maintenance is the responsibility of the Electrical Contractor.

PART 2 - PRODUCTS

2.01 MATERIALS

A. General: Provide new materials. If acceptable to the Architect / Construction Manager, the Contractor may use undamaged, previously used materials in serviceable condition. P ovide materials suitable for use intended.

B. Lumber and Plywood:
   1. For job-built temporary offices, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.
   2. For signs and directory boards: provide exterior grade APA HDO plywood of sizes and thicknesses indicated.
   3. For vision barriers, provide minimum 3/8-inch-thick exterior plywood.
   4. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch-thick exterior plywood over appropriate wood framing.

C. Paint:
   1. Paint surfaces exposed to view from Owner occupied areas in a color selected by the Owner's Construction Representative. Maintain coverage throughout the construction period.

D. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.

E. Water: Provide potable water approved by local health authorities. Protect water sources with approved backflow or vacuum breaker devices.

F. Open-Mesh Chain Link Fencing: Provide 0.120-inch-thick, galvanized steel posts, and 2.875" diameter. Gate posts with 6 foot high mesh on stanchion posts spaced 8-foot on center maximum. Provide lockable gates with galvanized chains and security padlocks. Furnish keys to the Owner, Owner's Construction Representative, Prime Contractor represesentatives, and nescessary construction personnel.

G. Temporary Roofing: 5/8" FR plywood roof sheathing and 45 mil reinforced EPDM membrane

H. Temporary Flooring protection : “ Ram Board" or equivalent with taped joints.

2.02 EQUIPMENT

A. General: Provide new equipment. If acceptable to the Architect, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.

B. Water Hoses: Provide 3/4-inch, heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge and vacuum breakers at hose bib connections .

C. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the potential exposures.
   1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.01 CONTRACTOR FIELD OFFICES

A. Contractors may, with permission from the Owner and Owner's Construction Representative, establish a field office for their own use. Offices for the individual prime contractors, sub-

contractors, specialty contractors and the like shall be of size and design as approved by the Owner and Owner's Construction Manager. Offices shall be located in the designated staging area. Each representative contractor shall arrange for telephone service and electric service, if required, directly with the utility company. (No field offices or storage trailers will be allowed within 100 feet of any building.)

B. Maintain, in the each contractor's field office, all articles for First Aid treatment. Each contractor shall also establish standing arrangements for the immediate removal and hospital treatment of any employees and other persons on the job site who may be injured or who may become ill during the course work.

3.02 TEMPORARY AND PERMANENT SERVICES, GENERAL

A. The Contractor's use of any permanent system or service of the building or portions thereof shall be subject to the Owners approval.

B. The Contractor shall be responsible for any and all damage to permanent services used, and shall make good any and all damage to the satisfaction of the owner, prior to final completion and acceptance.

C. NOTE - In accordance with OSHA and other applicable regulations, the representative Contractors performing erection of "skeleton" type work are solely responsible for the netting, guard rail protection and such other safety devices as deemed necessary to protect the workers and public from harm.

3.03 TEMPORARY LIGHT AND POWER

A. Temporary Electric Power Service: Electrical Contractor shall provide and pay all costs to provide a weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the construction period.
   1. Responsibility: All work under this section to be provided by the Electrical Contractor.
   2. Applicability: This section applies to all renovation and new construction work areas for this Project.
   3. Electrical Contractor shall make arrangements with utility company for temporary and permanent services immediately after award of contract.
   4. Temporary or permanent services for temporarily or permanently installed building equipment such as sump pumps, boilers, cabinet heating and/ or cooling units and fans shall be furnished, installed, operated and maintained so that the said equipment may be operated for drainage and temporary heat when required and/ or when so ordered by the Architect and Owner's Construction Representative.
   5. Electrical Contractor shall maintain all parts of the electrical system (temporary and permanent) active and in-service at all times throughout the contract duration. All temporary lighting to be controlled by standard switches per code (outside of power panels).
   6. Electrical contractor shall provide temporary generator power to maintain power to critical circuits during main electric service switch over. Critical circuits shall include fire alarm, emergency lighting, communication, information technology, heating units, etc. Coordinate required circuits with owner. Contractor shall assume a minimum of (2) 50 kw generators and temporary panels as necessary. Generators shall be located at the building exterior. Provide feeder cables, adequately sized, in accordance with NEC to feed temporary panels or existing sub-panels. Contractor shall include required fuel for operation.
   7. Electrical Contractor shall maintain power during the hours established by Owner's Construction Representative.
   8. Temporary Service: Install service and grounding in compliance with the National Electric Code (NFPA 70). Include necessary meters, transformers, overload protected disconnect and main distribution switch gear. Comply with all NECA, NEMA and UL Standards
   9. Provide temporary service with an automatic ground-fault interrupter feature, activated from the circuits of the system.

10. Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead. Rise vertically where wiring will be least exposed to damage from construction operations.
11. Provide metal conduit, tubing or armored cable for protection of temporary power wiring where exposed to possible damage during construction operations. Where permitted by code, wiring of circuits not exceeding 110-120 Volt 20 Amp rating and wiring of lighting circuits may be non- metallic sheathed cable in areas where located overhead and exposed. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide metal enclosures or boxes for wiring devices.
12. Provide overload-protected disconnect switch as required by code.
13. For power hand tools and task lighting, provide temporary 4-gang outlets at each floor level, spaced so that a 50-foot extension cord can reach each work area. Provide separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).
14. Temporary electric power for Owner's Representative's field office.
15. Temporary power and lighting for any sidewalk bridges.
16. Maintaining all existing systems, including but not limited to, power, lighting, fire alarm, intercom, kitchen freezers and refrigerators, etc., within the existing building operational at all times for Owner occupancy and construction.

B. TEMPORARY ELECTRICAL AND TELEPHONE SERVICES
1. Temporary Power Source: At each building / renovation area, use the existing electrical power distribution system for temporary power source.
2. Owner's Requirements: Do not disrupt the Owner's needs for continuous power at each building.
3. Electrical Contractor shall provide temporary power and lighting facilities for use of all trades. All temporary light and power shall be in accordance with the required Codes and Safety Standards. The temporary light and power shall be used until permanent light and power is completed or portions of the building(s) are enclosed.
4. Owner's Construction Representative on-site trailer already has power and data/tel wiring
5. All other contractor trailer use / connection charges for power and telephone to be paid by the respective contractor.

C. TEMPORARY POWER DISTRIBUTION
1. General Requirements: Electrical Contractor shall provide feeders and branch circuits of adequate size and proper characteristics as required to supply temporary receptacle and lighting loads. Size service and feeder conductors to restrict voltage drop to maximum 5 percent at 80 percent power factor. Provide properly sized overcurrent protection for each temporary electrical circuit.

D. RECEPTACLE REQUIREMENTS
1. General Requirements: Provide temporary receptacle outlets as required for operation of portable tools and appliances during the construction period.
2. Minimum Requirements: Provide a minimum of one quad 120 volt receptacle per 2500 square feet of building floor area, with maximum spacing of 50 feet on center.
3. Branch Circuits: All temporary receptacle branch circuits to be rated 20 amps with a maximum of (3) duplex receptacles per circuit. Temporary receptacle branch circuits shall be independent of temporary lighting circuits.

E. LIGHTING REQUIREMENTS
1. General Requirements: Electrical Contractor shall provide both interior and exterior lighting at areas where existing lighting has been removed and at new construction areas, as required to provide adequate illumination for safe and proper construction operations and Project Site security.
2. Minimum Requirements: Provide illumination levels adequate for construction operations and safe traffic conditions. As a minimum provide one 200 watt lamp per 400 square feet of building floor area, with maximum spacing of 20 feet. Any rooms in excess of 500 sf will receive one 400 watt metal halide fixture for each 1000 sq. ft. of area.

3. Stairways: Provide one 200 watt lamp per landing at each stairway.
4. Barricades: Provide adequate lighting for personnel safety at barricades, ladders, openings and other similar locations.
5. Supplemental Lighting: If required, supplemental lighting beyond minimum requirements shall be provided via suitable portable lighting units with cord and plugs, and shall be paid for by the Contractor or Sub-Contractor requiring such additional lighting.
6. Branch Circuits: All temporary lighting branch circuits to be loaded to a maximum of 1400 watts per 20 amp circuit. Temporary lighting branch circuits shall be independent of temporary receptacle circuits.
7. Restrictions: Do not use permanent lighting systems for temporary construction lighting purposes.

F. MAXIMUM LOADS
1. General: Lighting and power loads connected to the temporary power distribution system shall be limited to the following maximum individual loads:

	Load Type	Maximum
a.	120 V, 1 Phase	1.5 KVA
b.	208 V, 1 Phase	2.5 KVA
c.	208 V, 3 Phase	5.0 KVA

2. General: The temporary power distribution system shall be sufficiently sized to provide temporary power as required within this section. Meter and Meter connections to be part of electrical contractors base bid.

G. ELECTRICAL WELDERS
1. Separate Power Sources Required: Power for electric welders and for other loads larger than the maximum allowable sizes shall be taken from portable power sources provided, paid for and operated by the Contractor or Sub-Contractor requiring the use of such equipment. Remove such power sources when no longer needed.

H. ELECTRICAL ENERGY COSTS
1. Paid By Owner: Charges for electrical energy usage for temporary power and lighting will be paid by the Owner, when taken from the Owner's electrical services. Contractor and Sub-Contractors shall exercise measures to conserve energy usage. Use of Owner supplied electric for items not specific to project (e.g. heating construction shanties, etc.) will not be permitted.

I. USE CHARGES
1. General: Cost or use charges for temporary facilities are not chargeable to the Owner or the Architect, Engineer, or Owner's Construction Representative. The Architect and Owner will not accept a prime contractor's cost or use charges for temporary services or facilities as a basis of claim for an adjustment in the Contract Sum or the Contract Time.
   a. Water Service Use Charges: Water from the Owner's existing water system may be used without metering, and without payment for use charges.
   b. Electric Power Service Use Charges: Electric power from the Owner's existing system may be used without payment of use charge

3.04 TEMPORARY TOILET FACILITIES

A. Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with governing regulations including safety and health codes for the type, number, location, operation and maintenance of fixtures and facilities; provide not less than specified requirements. Install in locations which will best serve the project's needs. Owner's existing facilities shall not be used.

B. Responsibilities: The General Construction Contractor is responsible for temporary sanitary facilities and their maintenance, cleaning and supplies for use by all trades. Sufficient quantity/locations to properly handle the amount of workers on-site.

C. Supply and maintain toilet tissue, paper towels, paper cups and other disposable materials as appropriate for each facility, including Owner's Construction Representative temporary offices for full contract duration. Provide covered waste containers for used material.

D. Install self-contained toilets to the extent permitted by governing regulations.

E. Provide separate toilet facilities for male and female construction personnel.

F. Provide separate toilet facilities for Owner's Construction Representative located at _____ at the direction of Owner's Construction Representative.

3.05 TEMPORARY HEATING

A. The Mechanical Contractor will maintain 60 degree temperature in all areas via temporary and/or permanent systems. The Mechanical Contractor will submit a detailed plan including sketches indicating his proposed temporary heating system for engineer approval within 1 week of contract award. The Electrical Contractor will provide permanent or temporary power for the Mechanical Contractor's units for temporary heating. General Work Contractor will insure all windows / doors and work areas are fully enclosed. (Any missing components at time of temporary heat activation will be enclosed via 5/8 inch thick plywood, 2" rigid polyisocyanurate and 6-mil fire-retardant polyethylene sheeting for a weather-tight insulated enclosure.)

B. The fuel, equipment, materials, operating personnel and methods used therefore shall be at all times satisfactory to the Architect and Owner's Construction Representative and adequate for the purpose intended. The use of electric heaters is not acceptable. All required fuel is part of this contract.

C. The Contractor shall maintain the critical installation temperatures provided in the technical provisions of the specifications herein for all work in those areas where same is being performed.

D. The maintenance of proper heating, ventilation and adequate drying out of the work is the responsibility of the contractor and any work damaged by dampness, insufficient or abnormal heating, shall be replaced to the satisfaction of the Architect by and at the sole expense of the contractor.

E. Before and during the placing of gypsum and the application of other interior finishes, taping, varnishing, painting, etc. and until final acceptance by the Owner of all work covered by the Contract, the contractor shall, unless otherwise specified in the contract documents, maintain a temperature of 60 degrees F. Coordinate with Division 9 of the Technical Specifications.

F. Use of the permanent system, if approved by engineer and owner permission granted, shall not shorten, or negate any equipment, or system guarantees required under this contract. (the warranty period starts upon the date of Substantial Completion). Two additional filter changes are to be provided by Mechanical Contractor. A program of use, maintenance and restoration will be submitted with request for use of systems for temporary services.

3.06 TEMPORARY WATER

A. The Plumbing Contractor shall:
   1. Provide and maintain a temporary water system of size and capacity as required below to supply the needs of all Contractors for the work.
   2. Provide no less than two 3/4 inch hose bibs conveniently located at each building wing.
   3. Provide and pay for all connections and permits.
   4. Install such temporary water system so that service shall be available at the commencement of the work. The permanent water risers and lines may be used for temporary water supply. The permanent services shall be turned over to the Owner in perfect condition. Any repairs required due to temporary use shall be made at the sole expense of the plumbing contractor.
   5. Protect temporary and permanent lines against any damage.

6. Remove all temporary lines when directed by the Owner's Construction Representative when such lines are no longer required.
7. Water source is only available from building. If contractor decides distance is too far he should use water storage tanks or struck at no additional charge to the owner.

B. Each Contractor shall:
1. Provide all hose and other extensions from connections installed by the Plumbing Contractor and all labor, materials and supplies required to supply water to the work.
2. Prevent water damage to the work.

3.07 STORAGE FACILITIES

A. Each Contractor shall provide temporary storage shanties, tool houses and other facilities as required for their own use. Temporary structures shall be located at the staging area and shall be removed upon completion of the work or when directed.

B. Materials delivered to the site shall be safely stored and adequately protected against loss or damage. Particular care shall be taken to protect and cover materials that are liable to be damaged by the elements.

C. Due to limited on site storage space, each Contractor shall coordinate delivery of his materials with the Owner's Construction Representative who will determine when large deliveries shall be made and shall be designate storage locations on site for delivered materials. All stored materials must be stored in locked, watertight trailers, paid for by applicable contractor.

3.08 SCAFFOLDING AND STAGING

A. All scaffold, staging and appurtenances thereto shall comply in total to the requirements of Safety and Health Regulations for Construction Chapter XVII of OSHA, Part 1926 and all related amendments.

3.09 RUBBISH CONTAINER

A. Each Contractor shall provide suitable rubbish container device(s) for his own use (both demolition and construction debris), properly maintained and serviced, replaced as required and protected from access by the public fencing as may be specified herein or approved by the Architect and Owner's Construction Representative.

B. Contractor and Subcontractor shall sweep up and gather together daily all his own rubbish and removed materials and place same in containers.

3.10 CONSTRUCTION FENCING

A. Construction fencing and barriers shall be provided by the General Construction Contractor, enclosing all work and storage areas as outlined in staging, plan and specified within. Temporary construction fencing shall be of good quality and neat in appearance.

B. Site access gates shall be provided as required, complete with all operating hardware and security devices.

C. Should fencing be required to be relocated or modified during the course of the project due to additional access needed by the contractor, same shall be done at the total expense of the contractor.

D. The construction fence shall be maintained in good order by all contractors throughout the life of the project.

E. Note: Should any contractor damage or cause the need for repair to the construction fence, all costs involved with said repair will be back-charged to the contractor creating the need for repair.

F. General Construction Contractor shall provide a 60’ x 150' fenced staging area at the location designated on the drawing for use by all trades. All fenced areas to be 6' high galvanized chain link fencing, 9 ga fabric on 10’ long framed sections on stanchions. Gate locations as directed by Owner's Construction Representative. If additional storage is necessary, the contractors may use the remote staging area where Owner's Construction Representative's trailer is located.

3.11 JANITORIAL SERVICE/DAILY CLEANUP

A. Each Contractor shall furnish daily janitorial services for the project and perform any required maintenance of facilities as deemed necessary by the Architect and Owner's Construction Representative during the entire life of the contract. If any contractor fails to keep the site safe and broom clean within 4 hours of being notified by Architect or Owner's Construction Representative, either verbally or in writing, the Owner's Construction Representative will have the cleanup work performed by others and the contractors will be back charged accordingly.
   1. The Contractor shall provide daily trash collection and cleanup of the project area and shall dispose of all discarded debris, and the like in a manner approved by the Owner's Construction Representative.

3.12 BURNING

A. Burning will not be permitted.

3.13 MAINTENANCE OF PERMANENT ROADWAYS

A. The General Construction Contractor shall immediately remove dirt and debris which may collect on permanent roadways created by their work, deliveries, manpower, equipment, etc.

B. Temporary roads / entrance mats will be maintained by General Construction Contractor to insure that no mud, dust, dirt goes onto asphalt areas.

3.14 FIRE PREVENTION CONTROL

A. Each Contractor shall comply with the safety provisions of the National Fire Protection Association's "National Fire Codes" pertaining to the work and, particularly, in connection with any cutting or welding performed as part of the work.

3.15 TEMPORARY FIRE PROTECTION

A. Each Contractor shall take all possible precautions for the prevention of fires.
   1. Where flame cutting torches, blow torches, or welding tools are required to be used, their use shall be as approved by the Owner's Construction Representative at the site.
   2. When welding tools or torches of any type are in use, have available in the immediate vicinity of the work a fire extinguisher of the dry chemical 20 lbs. Type. The fire extinguisher(s) shall be provided and maintained by the Contractor doing such work.

B. Fuel for cutting and heating torches shall be gas only and shall be contained in Underwriters laboratory approved containers.

C. Storage of gas shall be in locations as approved by the Owner and subject to Fire Department regulations and requirements.

D. No volatile liquids shall be used for cleaning agents or as fuels for motorized equipment or tools within a building except with the express approval of the Owner and/or Architect and in accordance with local codes. On-site bulk storage of volatile liquids shall be outside the buildings at locations directed by the Owner, who shall determine the extent of volatile liquid allowed within the building at any given time.

E. Each Contractor shall comply with the following requirements relating to compressed gas:
   1. Where compressed gas of any type is used for any purpose at the site, it shall be contained in cylinders complying with ICC regulations. Gases of different types shall not be stored together except when in use and when such proximity is required.
   2. All gas cylinders shall be stored in sheds constructed of noncombustible materials. Sheds shall be well ventilated and without electric lights or fixtures and shall be located as far from other buildings as is practicable. All gas cylinders not in actual use, or in proposed immediate use, shall be removed from the building under construction or reconstruction. Empty gas cylinders shall be removed prior to bringing in a replacement cylinder. Cylinders shall at all times be supported and braced in an upright position. When not in use, the protective cap shall be screwed over the valve.
   3. All persons required to handle gas cylinders or to act as temporary firemen (Fire Watchers) shall be able to read, write and understand the English language; they shall also be required

by the Contractor to read Part 3 of Pamphlet P-1 “Safe Handling of Compressed Gases” published by the Compressed Gas Association, 500 Fifth Avenue, New York, NY 10036.

4. Where local ordinances are in effect regarding gas cylinders, (their use, appurtenances and handling), such ordinances shall supplement the requirements of this paragraph. All personnel engaged in fire watch shall be certified by the Local Fire Department having jurisdiction.
5. Any cylinder not having the proper ICC markings or re-inspection marking, or any cylinder with a leak shall be isolated immediately away from any building and the supplier shall be immediately notified; such other precautions as may be required to prevent damage or injury shall also be taken by the Contractor.

F. Each Contractor shall comply with the following requirements relating to welding and cutting:
1. All cutting and/or welding (electric or gas) must be done only by skilled, certified and licensed personnel.
2. During welding or cutting operations, a contractors man shall act as a fire watcher. The fire watcher shall have proper eye protection and suitable fire fighting equipment including fire extinguisher (bearing current inspection Certificate), protective gloves and any other equipment deemed necessary.
3. Welding or cutting shall not be done near flammable liquid, vapors or tanks containing such material.
4. Where cutting or welding is done above or adjacent to (within two feet) combustible material or persons, a shield of incombustible material shall be installed to protect against fire or injury to sparks or hot metal.
5. Tanks supplying gases for welding or cutting are to be placed in an upright position securely fastened, and close as practical to the operation. Tanks, actives or spares, shall be protected from excess heat and shall not be placed in stairways, hallways or exits. When not in use, protective valve cap shall be screwed on the cylinder.
6. Adequate fire extinguishing equipment shall be maintained at all welding or cutting operations.
7. The Contractor shall secure all required inspections.
8. All equipment, hoses, gauges, pressure reducing valves, torches, etc., shall be maintained in good working order and all defective equipment shall immediately be removed from the job.
9. No person shall be permitted to do any welding or cutting until his name, address and current license number have been submitted in writing to the Owner.

G. Contractors for work outside the building shall commence operations promptly on award of Contract, and shall be responsible for same being kept clear of materials and debris in connection with their own work and that of other Contractors. If a Contractor for outside work allows other contractors to deposit material and debris over its lines, the Contractor shall be responsible for all delay and extra cost occasioned thereby.

3.16 DISCONTINUE, CHANGES AND REMOVAL

A. All Contractors shall:
1. Discontinue all temporary services required by the Contract when so directed by the Construction Manager or Architect.
2. The discontinuance of any such temporary service prior to the completion of the work shall not render the Owner liable for any additional cost entailed thereby and each Contractor shall thereafter furnish, at no additional cost to the Owner, any and all temporary service required by such Contractors work.
3. Remove and relocate such temporary facilities as directed by the Construction Manager or the Architect without additional cost to the Owner, and shall restore the site and the work to a condition satisfactory to the Owner.

3.17 VENTILATION AND HUMIDITY CONTROL FOR CONSTRUCTION:

A. General Construction Contractor will provide temporary ventilation as required for protecting the building from any adverse effects of high humidity during abatement and construction activities. Select dehumidification and ventilating equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements and have sufficient quantity of units to produce necessary ambient conditions.
   1. Each Contractor shall be responsible for his own temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity.
   2. Ventilate enclosed area to dissipate humidity, and to prevent accumulation of dust, fumes, vapors or gases.
   3. Provide equipment as necessary for air and fresh exchange for the work area per OSHA standards.
   4. Remove temporary ventilation equipment prior to the completion of construction.
   5. If Contractor fails to adequately ventilate the building during the construction, abatement / roofing process, thereby causing humidity and possible mold issues, the owner will hire others to properly address and deduct costs from the Contractor accordingly.
   6. General Construction Contractor will provide negative air machines of sufficient size/qty to fully ventilate the square footage of work areas and exhaust any dust/fumes through flexible duct hose to exterior top eliminate any orders / smoke.
   7. Any contractor that allows water infiltration into any building shall be held responsible for the cleanup and provision of commercial dehumidifiers of sufficient size and quantity to prevent the generation of mold spore growth. Failure on the contractors part to address this issue within 4 hours of notice, will result in the Owner hiring outside parties to accomplish the required work in order to insure a safe environment. Owner will subsequently backcharge the contractor responsible for the water infiltration for all associated costs of hiring this outside contractor to carry out the work required.

3.18 TEMPORARY ROADS AND PERMANENT PAVED AREAS:

A. General Construction Contractor shall construct and maintain temporary road areas adequate to support loads and to withstand exposure to traffic during construction period. See staging plan for construction requirements, materials, thicknesses, locations, etc.
   1. Includes access for delivery through staging area to building work areas, and to equipment and storage areas and sheds.
   2. Provide dust-control treatment that is nonpolluting and non-tracking. Reapply treatment as required to minimize dust.
   3. Temporary areas are installed and/or maintained for access to all required areas of the sites.
   4. Contractors will be permitted to utilize existing campus roads, as designated (as segregated by the Owner - if required).
   5. Road Cleaning: Maintain roads and walkways in an acceptably clean condition. This includes the removal of debris daily, if required, and/or a minimum of once a week due to all project traffic. Road cleaning equipment to be wet/vacuum type. The General Construction Contractor will clean roads for debris from building-related activities.
   6. General Construction Contractor shall provide snow plowing of temporary road, parking area, access route, and a 5’ walkway to office trailer. Provide snow removal and walking of walkways to Owner's Construction Representative office trailer. The school district will provide snow plowing of established routes.
   7. Staging Areas:
      a. Temporary parking by construction personnel shall be allowed only in areas so designated and confirmed with the District.
      b. Traffic Regulations:

1) Access through Owner's entrances shall be limited. Confirm access locations and time frames with the District or Owner's Construction Representative when required.
2) Utilize only entrances/temporary roads as designated.
3) Maintain all District traffic regulations and site access.
4) Construction parking will not be allowed adjacent to District buildings, additions or monuments. Construction parking will be located in areas designated by the District or Owner's Construction Representative.
5) Construction employee parking to be located as directed by the Owner's Construction Representative.

3.19 TRAFFIC CONTROLS:

A. General Construction Construction Contractor shall provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads, barricades, flagmen, etc. Comply with requirements of authorities having jurisdiction.

3.20 DEWATERING FACILITIES AND DRAINS

A. Each Prime Contractor is directly responsible for dewatering of their excavations. The responsibility of dewatering of the site as to facilitate the work will be the responsibility of the General Construction Contractor, coordinate with the Owner's Construction Representative

B. Comply with requirements in applicable Division 31 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, common use of dewatering and drainage facilities is recommended. Maintain Project site, excavations, and construction free of water.
   1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties, nor endanger permanent drainage systems. Provide temporary drainage where roofing or similar waterproof deck construction has been completed.

C. Remove snow and ice, on a daily basis, to minimize accumulations.

3.21 ROOF PROTECTIONS

A. The General Construction Contractor shall provide temporary protection on the roof surface when it is necessary for work to take place on completed roof areas. Other Primes shall be held responsible to notify the General Construction Contractor of their work and required roof protection areas.

B. When requested by other trades as noted above, the General Construction Contractor shall provide a minimum of 2 inch thick Polyisocyanurate or Extruded Polystyrene (40 psi) rigid insulation with a 5/8" plywood overlay to protect existing roofing system from damage. Provide removable weighting systems to protect against wind uplift / blow-offs of these protective materials.

C. Based upon the requirements noted above, the General Construction Contractor shall assume responsibility for any damage(s) to the roofing system caused by the work of other trades, except that financial responsibility for any damage(s) to the roofing system shall be that of the Contractor responsible for the damage(s) as determined by the Owner's Construction Representative.

3.22 SIGNAGE

A. The General Construction Contractor shall provide signs as required below. Install signs where required or indicated to inform public and persons seeking entrance to project site. All signage and posts provided shall become the property of the District at the conclusion of the project.

B. Prepare temporary signs to provide directional information to construction personnel and visitors.

C. Construct signs in accordance with section 619 of the NYS DOT standard specifications (MUTCD overall sign size, letter size, metal signage). Support on breakaway metal posts or attach to fencing using zip ties to prevent unauthorized removal; do not attach signs to buildings or permanent construction.

D. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer. Engage an experienced sign painter or fabricator to apply graphics. Signs shall have an orange background with black letters/graphics unless directed otherwise.

E. Include relocating temporary site safety and directional signs as many times as required or directed by the Owner's Construction Representative.

F. The General Construction Contractor shall furnish, install and relocate all construction signage as required at each project site.

G. Project Sign Requirements:
   1. Ten (10) signs shall be provided and located (and relocated) as designated by the District or Owner's Construction Representative for construction traffic control/flow at entrances/exits.
   2. Four (4) signs for "Construction Parking".
   3. Four (4) signs to direct deliveries
   4. Ten (10) signs for "Emergency egress only - Construction Area" per OSHA standards.
   5. Ten (10) signs for “No Smoking” safe work site at multiple locations as directed by Owner's Construction Representative.
   6. Fifteen (15) signs for "Construction Area - Do Not Enter" mount on fence as directed by the Owner's Construction Representative.
   7. Ten (10) signs for "No Trespassing" mounted on construction fence as directed by the Owner's Construction Representative.

H. A pre-mobilization meeting to establish location and quantities of all signage will be held with contractor, Construction Manager, and the Owner. Prior to the start of any actual work the signage must be reviewed / approved by the Owner's Construction Representative.

3.23 ENVIRONMENTAL PROTECTION:

A. The General Construction Contractor shall provide protection, operate temporary facilities, and conduct construction with means and methods that comply with local and state environmental regulations and that minimize possible air, waterway, and subsoil contamination, pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict the use of noise-producing tools and equipment to hours that will minimize complaints from persons, residential occupants, or firms near Project site.

3.24 STORMWATER CONTROL

A. The General Construction Contractor shall provide earthen embankments, silt fencing, haybales, and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater.

3.25 SECURITY ENCLOSURE AND LOCKUP:

A. Each Contractor shall provide protection and security for partially completed areas of construction. Provide barricades to prevent unauthorized access, vandalism, theft, and similar violations of security.

3.26 BARRICADES, WARNING SIGNS AND LIGHTS:

A. Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard.
   1. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch thick exterior grade APA BC plywood with structurally adequate supports and/or scaffolding as approved by the Owner's Construction Representative.

3.27 TEMPORARY ENCLOSURES

A. The General Construction Contractor shall provide temporary enclosures for protection of construction from exposure to inclement weather and for safety of any roof related openings. Close openings in roof deck with load bearing wood frame construction members (sized for

design roof loads), 5/8" exterior grade, structural 1, APA BC plywood and watertight EPDM adhered membrane.

B. The General Construction Contractor shall fully enclose all windows / door openings. Maintain access and egress for workers via secured temporary doors / gates. During periods of temporary heat provisions, provide 5/8 inch, exterior grade, APA BC plywood with 2 inch rigid polyisocyanurate and 6 mil polyethylene sheeting for a weather-tight, secure and insulated enclosure. Temporary doors shall each have an exit device and door closer.

C. Any other temporary enclosures for specific openings for any contractor to perform their work shall be the responsibility of the contractor requiring / creating the opening. These openings shall be installed to protect the building from exterior elements, security issues, odors and noise resulting from construction operations.

3.28 TEMPORARY PARTITIONS

A. The General Construction Contractor shall erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate work areas.
   1. Construct dustproof, floor to ceiling partitions of not less than 3-5/8” - 20 ga. studs; 2 layers of 6 mil fire-retardant polyethylene sheets inside / outside; 5/8 inch thick exterior grade plywood sheathing; 5/8 inch thick interior, Type X gypsum board, taped spackled (1 coat) and painted.
   2. Cover floor with 2 layer fire retardant polyethylene and extend 18 inches vertically at each side. Overlap and tape all joints.
   3. Sound insulate partitions to provide noise protection to occupied areas
   4. Caulk joints and perimeter to prevent dust migration. Equip partitions with dustproof doors and security locks.
   5. In addition to any temporary partition locations shown on drawings, the General Construction Contractor shall include in its base bid a minimum of six (6), 9 foot by 12 foot temporary partitions meeting criteria listed above for use and located where directed by the Owner's Construction Representative. Each location shall be equipped with a 3 foot wide by 7 foot high hollow metal door/frame with hinges, closer and exit device hardware.

3.29 AREA OF SPECIAL PROTECTION

A. In the event of an emergency (designated by the sounding of the fire alarm system) all construction activities must immediately cease. Contractor’s work force will evacuate themselves from work areas and remain outside of work areas until the “all clear" is given. No work operations will be tolerated during the evacuation of the building or during an emergency.

B. Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.30 OPERATION, TERMINATION AND REMOVAL:

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage.
   1. Maintain operation of temporary enclosures on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
   2. Protection: Maintain markers for underground lines. Protect from damage during excavation operations.

C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended and no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been affected because

of interference with the temporary construction / facilities. Repair damaged work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the property and responsibility of the General Construction Contractor.
2. At Substantial Completion, clean, repair and renovate permanent facilities used during the construction period.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. The Work of this Section includes the furnishing of the Owner's Construction Representative's Field Office (Trailer).
   1. The Owner's Construction Representative's Field Office shall be furnished by the General Construction Contractor.
   2. It shall be provided within the time period specified hereinafter.

B. The General Construction Contractor shall also furnish the following to the Owner/ Owner's Construction Representative's all in accordance with the specifications contained herein as follows:
   1. Miscellaneous equipment and supplies
   2. Materials
   3. Computer system with associated peripheral computer related equipment
   4. Services as may be specified herein.

C. The Electrical Contractor shall install two (2) new telephone services (telephone and fax/modem) for the exclusive use of the Owner's Construction Representative's. The telephone services shall be provided to the Construction Manager's construction trailer located on the site as selected by the Owner's Construction Representative's. The costs associated with providing the Owner's Construction Representatives' telephone services shall be included in the price as-bid and is not eligible for payment out of any cash allowance.

D. This Section also specifies the requirements for Field Offices to be established by all Prime Contractors for the exclusive use of the respective Prime Contractor.

1.02 CARE AND PLACEMENT

A. Field offices shall be placed where directed by the Owner's Construction Representatives' in accordance with site utilization requirements.

B. All field offices shall be installed to meet all standards of the Occupational Safety and Health Act of 1970 and subsequent revisions.

C. In the event of damage to existing facilities, including but not limited to: tanks, driveways, walks, pavement, buildings, pipes, conduits, valves, and electrical facilities then immediately make all repairs and replacements to an equal condition prior to the event.

1.03 QUALITY PERFORMANCE

A. Comply with and perform all work in accordance with the requirements of local authorities and utility companies having jurisdiction.

1.04 SUBMITTALS

A. The General Construction Contractor shall submit the following:
   1. Floor plan of the proposed Field Office of the Owner's Construction Representative's.
   2. Catalog cuts of miscellaneous equipment and supplies if they are different from that specified.

B. The Contractor shall also provide a listing of the companies providing specified services with telephone number and contact name. Provide references for each company when requested.

PART 2 - PRODUCTS

2.01 OFFICE OF PRIME CONTRACTORS

A. The General Construction and the other Prime Contractors shall provide and maintain during the life of this contract separate and suitable offices at the site that shall be used as the Contractor's superintendent office.

B. Provide adequate facilities for maintaining record documents, for holding small meetings and a telephone upon which calls may be received from Owner, Architect/Engineer and others. The telephone shall be equipped with a fax machine and an answering machine.

C. Each Contractor shall install, maintain, and repair if necessary, temporary electric and telephone to their own field office.

2.02 MATERIALS, EQUIPMENT AND SERVICES FURNISHED TO THE OWNER BY THE GENERAL CONSTRUCTION CONTRACTOR

A. The General Construction Contractor shall also furnish the following equipment and services that shall not be eligible under any cash allowance. All items specified herein shall be new and remain the property of the Owner unless otherwise stated. The following shall be furnished:
   1. Two (2) 23-gallon plastic wastepaper basket.
   2. New 50-person industrial first aid station, OSHA approved, by Acme United or equal, order no. ACM-1403 (Huntington Business Products) or equal.
   3. Thermometer, with indoor and outdoor sensing bulbs, and high, low instantaneous reading, with magnetic reset function by Radio Shack or equal.
   4. Two U.L. and F.M. approved fire extinguishers with a minimum rating of 4A-60B:C.
   5. Standard manufacturer operating manuals for all equipment supplied.
   6. One (1) 30" x 60" desk with 4 side drawers and a locking center drawer.
   7. One (1) new swivel task chair for use with desk equal to order no. SUP-12223643 by Superior Chair (Huntington Business Products).
   8. One (1) new rolling stand with top, Model No. 76MR/76TP from Plan Hold, catalog #27, or equal.
   9. Two (2) 48" x 60" reference tables.
   10. Six (6) folding chairs.

B. Janitorial Services - Provide janitorial services two (2) times each week. Thoroughly clean and dust entire office and leave in a condition satisfactory to Architect/Engineer. Provide this service through final completion.

C. Ownership of Furnishings - All items to be provided by Contractor under this paragraph shall remain the property of the Owner unless otherwise stated.

D. Internet Access Service - The Contractor shall also pay for monthly Internet access fees at a cost not to exceed $45.00 per month for the length of the contract up to the date of final completion.
   1. This cost shall be included in the price as bid and shall be billed directly to the General Construction Contractor.
   2. The service provider shall be selected by the Architect/Engineer. The General Construction Contractor shall arrange for the service.
   3. Internet access will be used by the Architect/Engineer and the Owner to send email to manufacturers, vendors, Architect/Engineer's home office, the Contractor's home office, other prime Contractors, regulatory agencies and the like.
   4. The Contractor may use this service at the discretion of the Architect/Engineer. Only project related transmissions will be allowed.
   5. If high speed DSL or cable service is available, then the Contractor shall arrange for this service in lieu of a dial up service.

E. All items specified herein are subject to the approval of the Architect/Engineer or the Owner's Construction Representative's.

F. Equipment shall be delivered to the site and turned over to the Architect/Engineer via a type written transmittal form.

G. All equipment that is to remain the property of the Contractor shall be new.
   1. Equipment that is to remain the property of the Owner shall also be new and be provided in it's factory packaging, unopened until delivered to the Owner/Architect/Engineer.
   2. Maintenance of all supplied equipment shall be the Contractor's responsibility up to substantial completion.

H. All items shall be delivered prior to the first application for payment, but no later than the day the Owner's Construction Representatives' Trailer is delivered.

I. Construction Manager's Field Trailer:
   1. Office - The General Construction Contractor shall furnish, equip, and maintain a field office at the site for the exclusive use of Owner/Architect/Engineer.
      a. The field office shall be of substantial weatherproof construction, with a usable floor space of not less than 10' x 40' overall.
      b. Office may be in an approved, near new condition, independent trailer, completely skirted with insulation and with sufficient landings and stairs at each door.
      c. Submit a scaled floor plan of the trailer.
   2. Duration - Provide office by no later than 30 calendar days from the date of the Notice To Proceed and maintained during the life of the Contract, up to the date of the Final Certificate.
   3. Location - As directed by Owner/Architect/Engineer or Owner's Construction Representative's. Relocate during the progress of the work, without additional cost to Owner, as may be required by the Owner/Architect/Engineer or Owner's Construction Representative's.
   4. Utilities - Provide the following in sufficient size, quantity, and capacity, as approved by the Owner/Architect/Engineer.
      a. Windows for natural light and ventilation, with locks, screens, and shades or curtains.
      b. Lighting acceptable to the Owner/Architect/Engineer/Owner's Construction Representative's.
      c. Door with screen, with hasp and padlock and five keys for Owner/Architect/Engineer's use. Two (2) doors minimum. Provide two (2) commercial grade foot mats at each door.
      d. Air conditioning unit and heater in each room, sized to maintain an indoor temperature of 60 deg. F with an outdoor temperature range of 10 deg. F to 90 deg. F.
      e. 110 volts, 100-amp electric service with sufficient receptacles spaced around the room.

2.03 REMOVALS

A. Remove all items provided under this Section except as otherwise specified.

PART 3 - EXECUTION

3.01 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

A. Remove temporary above grade or buried utilities, equipment, facilities and materials.

B. Remove underground installations to a minimum depth of 2 feet or as specified elsewhere.

C. Regrade area to existing slope and elevation and restore the surface to its existing condition or to the condition shown on the Contract Drawings.

D. The General Construction Contractor shall inventory all equipment that has been turned back to the Contractor prior to agreeing to final payment.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. This Section includes the general requirements for products that are to be furnished, installed, or otherwise incorporated into the project.

1.02 QUALITY ASSURANCE APPLIES TO ALL PRODUCTS

A. In addition to the Contractor's warranties and guarantees on materials and equipment required under the General Conditions of the Contract and the Technical Specifications contained hereinafter, the Contractor shall also be responsible for all materials, equipment, and products that have or is planned to be incorporated into the work.
   1. The Contractor shall be responsible for the finished work and that it accurately and completely complies with these Contract Documents.
   2. The Contractor shall be responsible for work performed by subcontractors, equipment suppliers, and material vendors.
   3. The Contractor shall be satisfied as to the product's performance before it is ordered for installation. At the Contractor's option, he/she shall have tested each product to determine compliance with these specifications.

B. The Architect/Engineer may check all or any portion of the work and the Contractor shall afford all necessary assistance to the Architect/Engineer in carrying out such checks.
   1. Such checking by the Architect/Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of the work.
   2. Such checking is a courtesy service being provided by the Owner and does not relieve the Contractor of his/her responsibilities under this Construction Contract.

C. If witnessed shop tests or inspections are required at the point of manufacture, the Contractor shall keep the Architect/Engineer advised as to the progress of the work to allow inspection at the proper time and place. Provide at least two (2) weeks advance notice before scheduled shop tests.

D. Should a dispute arise as to the quality of workmanship, equipment or material performance, then the final decision regarding acceptability with these Contract Documents shall be that of the Owner.

E. At the request of the Architect/Engineer, the Contractor shall promptly provide the services of a competent representative of the manufacturer at the project site, fully equipped and prepared to answer questions, perform tests, make adjustments and to prove compliance with the Contract Documents free of all additional charges. Proof of compliance shall be the responsibility of the Contractor, and such special visits to the project site by the manufacturer shall not be eligible under any cash allowances or stipulated man-hours necessary to startup the system and/or train the Owner as may be specified in the Technical Specifications.

1.03 QUALITY ASSURANCE - EQUIPMENT

A. Erect and install products under the supervision of a competent and experienced superintendent. The method of installation, including anchorage, clearances, and tolerances for rotating assemblies, methods of support for equipment and adjacent piping, shall be as recommended by the equipment manufacturer unless detailed on the Drawings or specified.

B. All material furnished shall be new, and guaranteed free from defects in workmanship, installation, and design.

C. Design and fabricate equipment in conformance with ANSI, ASTM, ASME, ASHRAE, IEEE, NEC and NEMA Standards.
   1. Equipment shall withstand the stresses that may occur during fabrication, testing, transportation, installation and conditions of operation.
   2. Pumps shall conform to the requirements of the Hydraulic Institute.
   3. Equipment shall comply with the latest OSHA regulations and the ANSI Safety Standards.

D. Equipment shall be products of manufacturers who produce evidence of their ability to promptly furnish any and all interchangeable replacement parts as may be needed at any time within the expected life of the equipment.

E. Manufacturers shall also have readily available access to suitable and accurate testing facilities for performing the required shop tests.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. Equipment shall have been in successful regular operation under comparable conditions for a period of at least five (5) years.
   1. This time requirement does not apply when the manufacturer posts an Owner/Architect/Engineer acceptable Performance Bond or Letter of Credit for the duration of the time period that will guarantee replacement of the equipment in the event of failure.
   2. The bond shall be in a form that is acceptable to the Owner's legal council.

B. The Owner reserves the right to reject any material or equipment manufacturer who, although he appears to be qualified and meets the technical requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service, as required to suit the operational requirements of the Owner.

C. Whenever it is required that the Contractor furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable on the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required.

D. Perform work in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

E. Items of any one type of material or equipment shall be the product of a single manufacturer.
   1. For ease of the Owner in maintaining and obtaining service for equipment and for obtaining spare parts from as few places as possible, to the maximum extent possible, use equipment of a single manufacturer.
   2. The Architect/Engineer reserves the right to reject any equipment from various manufacturers if suitable equipment can be secured from fewer manufacturers and to require that source of materials be unified to the maximum extent possible.

F. Substitute equipment shall not be fabricated nor installed until after written decision to accept request is received from the Architect/Engineer.

2.02 NAMEPLATES

A. Each unit of equipment shall have the manufacturer's name or trademark on a stainless steel nameplate securely affixed in a conspicuous place.

B. The manufacturer's name or trademark may be cast integrally with stamp, or otherwise permanently marked upon the item of equipment.

C. Such other information as the manufacturer may consider necessary for complete identification shall be shown on the nameplate.

2.03 FABRICATIONS

A. Insofar as possible, shop prefabricate all items complete and ready for installation.

B. Accurately fabricate all items to the details shown on the Drawings and on the shop drawings found in compliance with the Contract Documents.

PART 3 - EXECUTION

3.01 PREPARATION

A. Prior to work under any Section, carefully inspect the existing work and verify that it is complete to the point where the work under that Section may properly commence.

B. Avoid the need to remove and replace work and to avoid unnecessary cutting and patching.

C. Inspect all surfaces to be sure that they have been properly prepared before applying new work to such surfaces.

D. Verify that all work can be installed in strict accordance with the drawings and the approved shop drawings. Immediately report discrepancies to Architect/Engineer.

E. Do not proceed with the work under any Section until these conditions are obtained.

3.02 INSTALLATION

A. Furnish and install materials and equipment in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

B. All work shall be done in a workmanlike manner and set to proper lines and grades. The work shall be square, plumb and/or level as the case may be.

C. Where performance criteria are specified, do all work necessary to attain the required end results.

3.03 FIELD QUALITY CONTROL

A. Neither observations by Architect/Engineer nor inspections, tests or approvals by other persons shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

B. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Architect/Engineer with the required certificates of inspection, testing or approval.

C. The Owner reserves the right to independently perform laboratory tests on random samples of material or performance tests on equipment delivered to the site.
   1. These tests, if made, will be conducted in accordance with the appropriate referenced standards or specification requirements.
   2. The entire shipment represented by a given sample, samples or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements.
   3. All rejected materials or equipment shall be removed from the site, whether stored or installed in the work, and the required replacements shall be made, all at no additional cost to Owner.

3.04 ADJUST AND CLEAN

A. Upon the completion of installations, and as a condition of its acceptance, visually inspect all work, adjust all components for proper alignment and touch-up abrasions and scratches to make them completely invisible.

B. Thoroughly examine all materials and equipment with protective or decorative finishes for defects and damage prior to being covered.
   1. In the case of buried items of work, restore protective surface covers so as to conform to the Contract Documents prior to being backfilled, buried or embedded, as the case may be.
   2. In the case of exposed items of work, for which a decorative finish is required, all scratches, discoloration's, unmatched colors, disfigurations and damages shall be repaired and touched-up so as to provide a neat, clean finish, and be uniform in color.

3.05 UNCOVERING WORK

A. Unless otherwise specified or directed by Architect/Engineer, no work shall be covered until it has been observed, tested, photographed, measured, and authorized to be covered by Architect/Engineer.

B. Tie distances to above ground physical structures as reference points to all underground utilities, conduits, pits, manholes, valves, and pipelines shall be obtained by the Contractor prior to

covering the work. Immediately comply with the Architect/Engineer's direction to uncover the work if tie distances were not obtained.

C. If any work has been covered with Architect/Engineer's consent and Architect/Engineer considers it necessary or advisable that covered work be observed or tested, the Contractor, at Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, or testing as Architect/Engineer may require, that portion of the work in question, furnishing all necessary labor, material and equipment.
   1. If it is found that such work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, and testing of satisfactory reconstruction, including compensation for additional engineering services and an appropriate deductive change order shall be issued.
   2. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, testing and reconstruction if he makes a claim therefore as provided in the General Conditions.

3.06 DEFECTIVE WORK

A. The repair, removal, replacement and correction of defective work is a part of this Contract and shall be promptly performed in accordance with the requirements set forth in the General Conditions or other portions of the Contract Documents. All costs in connection with the correction of defective work shall be borne by the Contractor.

B. Products that fail to maintain the performance or other salient requirements of the Contract Documents, shows undue wear, or other deleterious effects during the maintenance period, shall be considered defective.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. The Section includes the transportation, handling, storage and protection of products that are to be incorporated into the work.

B. The procedures for turning equipment over to the Owner for installation by others is also included herein.

1.02 GENERAL

A. Items shall be delivered as complete assemblies direct from the manufacturer with all internal wiring, piping, valving, and control devices intact except where partial disassembly is required by transportation regulations, protection of components, or where physical constraints may exist or be created for the setting of the item.

B. Coordinate the disassembly and reassembly requirements with the manufacturer. Determine the need and extent of reassembly prior to bid.
   1. All labor, material and equipment costs associated with the disassembly and reassembly of the product shall be included in the Contract Price.
   2. Where reassembly of equipment is necessary, then the manufacturer shall provide reassembly instruction at the project site.
   3. A technician shall be present during the entire reassembly procedure and the manufacturer shall certify, in writing, that the unit was reassembled properly in accordance with instructions provided by the manufacturer and that all as-specified warranties remain in effect.
   4. The manufacturer's reassembly inspection time shall be in addition to the field service time specified and shall be included in the Contract Price. This time shall not be eligible for payment under any cash allowance item.

C. In the case where equipment is to be installed by others, then the supplying contractor shall be responsible for its reassembly. If reassembly is necessary and the unit(s) are to be set inside an enclosure or building, reassemble the equipment inside said enclosure. The equipment once reassembled shall be turned over to the installing contractor as specified below.

1.03 PACKING

A. Transport products in containers, crates, boxes or similar means such that the products are protected against damage that may occur during transportation.

B. All parts shall be packaged separately or in container where parts of similar systems are grouped.

C. Part numbers shall be indicated on the individual part. Use indelible ink to mark part numbers.

D. All equipment shipments shall be included with a parts list showing a description (name) of the part and the manufacturer's part number.
   1. The parts list shall be shipped in a plastic zippered envelope with the words "Parts List" lettered on it in indelible ink.
   2. The parts list shall be placed inside the shipping container so that it is on the top of the contents.

E. Equipment shall be shipped with storage, handling and installation instructions.
   1. The Engineer reserves the right to withhold payment for equipment delivered to the site until such time as the storage, handling and installation instructions are supplied by the manufacturer.
   2. In the case where operation and maintenance manuals have been provided by the manufacturer, which includes the installation instructions, then the installation instructions shall also be included with the equipment shipment.

F. Delicate instruments and devices, reagents, chemicals, and glassware shall be shipped in packaging normally provided by the manufacturer.

G. The Contractor shall require the manufacturer to be responsible for the proper packing of all products.

1.04 SHIPPING AND DELIVERY

A. Product deliveries shall be accompanied with a bill of lading indicating the place of origination and the Contractor's purchase order number.

B. Inspect shipments immediately upon delivery, to assure compliance with requirements of the Contract Documents and those products are undamaged.

C. Promptly remove damaged material and unsuitable items from the job site.

D. Provide equipment and personnel to handle products by methods to prevent soiling; disfigurement or damage.

1.05 STORAGE

A. Store sensitive products and all spare parts in weather tight, climate controlled enclosures in an environment favorable to product.

B. Store and protect products in accordance with the manufacturer's instructions.

C. All other products that are to be installed underground or products such as pipe, valves, and fittings shall be stored outdoors but shall be blocked off the ground and covered with impervious sheet coverings.

D. Store fabricated products above the ground on blocking or skids.

E. Store loose granular materials in well-drained areas on solid surfaces to prevent mixing with foreign matter.

F. Provide adequate ventilation to avoid condensation.

G. In accordance with manufacturer's instructions protect bearings, couplings, shafts, rotating components, and assemblies. Protection of said equipment shall be continuous until the time the equipment is placed into permanent service.

H. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

I. Do not store volatile liquids in any building on site.

J. Storage of products shall be the responsibility of the supplying contractor. The installing contractor shall take all necessary precautions to protect the equipment being furnished by others.

K. Store with seals and labels intact and legible.

1.06 EQUIPMENT INSTALLED BY OTHERS

A. All products, except products noted on the Drawings or specified, shall be furnished and installed under this Contract.
   1. Only noted or specified products shall be furnished under this Contract for installation by others.
   2. If it is not noted on the Drawings or specified, then the product shall be furnished and installed under the Contract.

B. The Contractor shall furnish these products to the Owner. These products shall be stored as specified above.

C. The Owner will then advise the installing contractor that the product(s) are ready for installation.
   1. In the case where the product is stored in a proper enclosure, but not stored inside the building to be constructed under this project, then the installing contractor shall move the product into the building to a location adjacent to the final location shown on the Drawings.
   2. In all cases, the installing contractor shall be responsible for moving from storage, uncrating, anchoring, mounting and installing the product as required by the Contract Documents.

D. The Contractor and installing contractor(s) shall be present at the time the equipment is turned over to the Owner. Immediately thereafter, the Owner will turn the product over to the installing contractor for installation.

E. The Owner, Contractor, Architect/Engineer and the installing contractor shall inspect the condition of the product at this time.
   1. Any defects in the product will be noted and the Contractor will be advised to make all repairs immediately.
   2. The installing contractor shall still be required to install the product if the damage is deemed cosmetic by the Architect/Engineer.
   3. The manufacturer's installation instructions or wiring diagram shall be turned over to the installing contractor at this time by the Contractor.
   4. Any damage occurring to the product during moving, setting and mounting the unit(s) shall be the responsibility of the installing contractor.
   5. The Contractor is advised to take photographs to document the condition prior to it being turned over to the installing contractor.
   6. The installing contractor is advised to take photographs to document the condition prior to its acceptance.

F. The supplied unit(s) remain the property of the Contractor until final acceptance of the work.

G. Any damage caused to the unit(s) due to improper installation, workmanship, and non-compliance with the manufacturer's written installation instructions shall be the responsibility of the contractor who caused said damage. The burden of proof shall rest with the supplying Contractor.

H. In the event the Contractor discovers misuse, abuse or improper installation of the unit(s) by the installing contractor, then he shall immediately notify the Architect/Engineer in writing. The Architect/Engineer will investigate the accusations and make a determination. The Architect/Engineer's determination shall be binding and agreed to by both parties.

I. If the Architect/Engineer's determination substantiates the accusations of the Contractor, then the Contractor shall install the unit(s), the costs for which will be paid for as extra work. All costs associated with the extra work change order, including engineering and attorney fees of the Owner and Contractor will be deducted from money due the installing contractor.

1.07 PROTECTION OF WORK

A. The Contractor shall protect the installed work. All costs for protection shall be borne by the Contractor. Provide coverings as necessary to protect installed products from damage, from traffic and subsequent construction operations. Remove when no longer needed.

B. Cover and protect equipment from dust, moisture or physical damage. Protect finished floor surfaces prior to allowing equipment or materials to be moved over such surfaces. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.

C. Additional time required to secure replacements and to make repairs will not be considered by the Architect/Engineer to justify any extension in the Contract Time of Completion. In the event of the damage, promptly make replacement and repairs to the approval of the Engineer at no additional costs.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

A. This Section This Section includes administrative and procedural requirements for cutting and patching.

B. Definition: "Cutting and patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition, and does not apply to new construction procedures, except when new construction is already completed and must be cut and patched due to incorrect sequencing of work and/or improper coordination.

C. Provisions of this Section apply to the construction activities of each prime Contractor. Contractors are reminded that they will need to hire tradesman skilled in the patching finishes that are impacted by their activities. (e.g. plumber will need to have a mason patch back existing walls opened for new roughing , Heating Contractor will hire carpenter for existing ceiling replacements after new air handler installed, etc)

D. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 1 Section for procedures for coordinating cutting and patching with other construction activities.
   2. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
      a. Requirements of this Section apply to all trades. Refer to specification sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.02 RESPONSIBILITIES

A. General: Each Prime Contractor is responsible to perform cutting and patching for their portion of the Work. Patching work shall restore all surfaces to their original condition.

B. Cutting and patching of completed new construction required due to out of sequence construction and/or improper coordination is the responsibility of the prime Contractor responsible for the out of sequence construction or improper coordination. Cutting and patching of new construction for these purposes shall be accomplished by the General Construction Contractor and shall be paid for by the prime Contractor responsible. The Owner's Construction Representative shall be the sole judge of the responsibility for such cutting and patching, and shall prepare change orders to delete monies from the responsible prime Contract and credit those monies to the General Construction Contractor.
   1. Each Contractor shall cooperate with the Owner's Construction Representative to accomplish cutting and patching with minimal disruption to the construction and at reasonable cost.

1.03 SUBMITTALS

A. Cutting and Patching Plan: If the Owner requires approval of cutting and patching procedures before proceeding, submit a plan describing cutting and patching procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the submittal:
   1. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
   2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building’s appearance and other significant visual elements.
   3. List products to be used and firms or entities that will perform the work.
   4. Indicate dates when cutting and patching will be performed.
   5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated, including their new locations, and those that will be required to be

placed temporarily out-of-service. Indicate how long service will be disrupted and when service will be restored..

6. Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of additional reinforcement with the original structure.
    a. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of unsatisfactory work.
    b. Submit a detailed plan, including an area-specific drawing, indicating how dust mitigation and noise control will be handled to prevent disruption/dusting of adjacent areas. Identify routes of waste removal and dumpster locations, material handling from staging area, placement of protections, controls, etc.

1.04 QUALITY ASSURANCE

A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
    1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
        a. Bearing and retaining walls.
        b. Structural concrete.
        c. Structural steel.
        d. Lintels.
        e. Structural decking.
        f. Miscellaneous structural metals.
        g. Exterior curtain-wall construction.
        h. Equipment supports.
        i. Piping, ductwork, vessels, and equipment

B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
    1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
        a. Primary operational systems and equipment.
        b. Air or smoke barriers.
        c. Water, moisture, or vapor barriers.
        d. Membranes and flashings.
        e. Fire protection systems.
        f. Noise and vibration control elements and systems.
        g. Control systems.
        h. Communication systems.
        i. Conveying systems.
        j. Electrical wiring systems.

C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect’s opinion, reduce the building’s aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.

1.05 WARRANTY

A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner so as not to void any existing or required warranties.

B. Utilize manufacturer certified installers for work on any existing roof area, which are impacted, to ensure that the owners current warranty is maintained in full force.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible. If identical materials are not available or cannot be used, use materials whose installed performance will be equal to or surpass that of the existing materials.

PART 3 - EXECUTION

3.01 INSPECTION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
   1. Before proceeding, meet at the Project Site with parties involved in cutting and patching, including but not limited to; Owner's Construction Representative, mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.02 PREPARATION

A. Temporary Support: Provide temporary support of work to be cut, including shoring, lumber, plywood, etc.

B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

C. Avoid interference with the use of adjoining areas or interruption of free passage to adjoining areas.

D. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

3.03 PERFORMANCE

A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
   1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original Installer; comply with the original Installer's recommendations.
   1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
   3. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
   4. Comply with requirements of applicable Division 2 Sections where cutting and patching requires excavating and backfilling.
   5. Where services are required to be removed, relocated, or abandoned, by-pass utility services, such as pipe or conduit, before cutting. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

C. Patching: Patch with durable seams that are as invisible as possible or to match existing where exposed for aesthetic appearance. Comply with specified tolerances. Patching will be done

utilizing tradesmen skilled for the surface to be patched. (e.g. mason for brickwork, ceramic tile installer for ceramic tile, etc)

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing. If patched area does not match the adjacent surface, the contractor will refinish the entire wall to achieve a uniform surface.
3. Where removal of walls or partitions extends one finished area into another, patch and repair floor, ceiling and wall surfaces in the new space. Provide an aligned, flush surface of uniform color and appearance. Provide grinding, leveling and/or self-leveling of surfaces since adjacent room surfaces may vary in elevation. Remove existing floor and wall coverings and ceiling materials and replace with new materials, if necessary, to achieve uniform color and appearance.
    a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat.
4. Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

3.04 CLEANING

A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying primer and paint or other finishing materials. Restore damaged pipe covering to its original condition

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Cleaning during the progress of the work.

B. Maintain all premises and public properties/roadways free from accumulations of waste, debris, dirt, mud and rubbish caused by operations on a daily basis.

C. At completion of work, remove waste materials, rubbish tools, equipment, machinery and surplus materials, and clean all exposed surfaces; leave project clean, dust free and ready for occupancy,

D. Remove all overspray caused by construction operations from adjacent construction, surfaces and vehicles.

E. Cleaning prior to final payment

1.02 SCHEDULING

A. Sequence, schedule, and coordinate final cleaning work with the final cleaning work to be performed by other prime contractors.

1.03 SAFETY REQUIREMENTS

A. Standards: Maintain project in accord with OSHA and other applicable safety and insurance standards.

B. Hazard Control / Cleaning Products:
   1. Store volatile organic containing / flammable waste in covered metal containers and remove from premises daily.
   2. Provide adequate ventilation during use of VOC containing or noxious substances.

C. Conduct cleaning and disposal operations to comply with local ordinances, OTC regulations and local anti-pollution laws and ordinances.

D. Dispose of all waste legally, off-site.

E. Do not dispose of VOC / flammable waste such as mineral spirits, oil, or paint thinners into storm or sanitary drains.

F. Do not burn or bury rubbish and waste materials on project site.

G. Do not dispose of any waste into surface waters such as ponds, lakes, streams or waterways

PART 2 - PRODUCTS

2.01 MATERIALS

A. Cleaning materials shall be appropriate to the surface and materials being cleaned.

B. Materials: Use only cleaning materials recommended by manufacturer of surface to be cleaned

C. Provide pads to protect finished surfaces from cleaning materials.

PART 3 - EXECUTION

3.01 PREPARATION

A. Post signs to advise building occupants if wet and/or slippery floor conditions exist during cleaning operations.

3.02 PROGRESS CLEANING

A. Keep all buildings, enclosures, and confined areas where work is being performed under the Contract free from unattended combustible materials.

B. Remove rust spots as they develop.

C. Execute daily cleaning to ensure that building, grounds, and public properties and roadways are maintained free from accumulations of waste materials, rubbish, dirt, mud and dust.

D. Wet down dry materials and rubbish to lay dust and prevent blowing dust.

E. Each day, each contractor shall adhere to the following:

1. Areas of intense activity, such as cutting and sawing must be swept clean and reorganized at the end of each day. Utilize dust control methods such as plastic containment enclosures and/or wetting of surfaces.
2. Areas of moderate activity, such as installation of plumbing, ductwork, electrical work, must be returned to operating / safe order at the end of each day.
3. Debris below scaffolds including areas of shoring and re-shoring, must be kept sufficiently cleared and consolidated to keep walkways free of tripping hazards at all times. These work areas must also be swept clean immediately after removal of scaffolds, shoring, etc.
4. All swept up debris, waste materials, and packing must be removed and placed in a dumpster by the end of the workday.
5. All stored material must be protected and kept in good order.
6. As portions of the work are completed, all used and excess materials shall be removed promptly.
7. Daily Clean-up and good housekeeping is the responsibility of each contractor individually and will be monitored by the Owner's Construction Representative. If any contractor fails to perform cleaning when directed or does not properly clean within 4 hours of being notified by Owner's Construction Representative, the Owner will hire others and charge the responsible contractor accordingly.
8. Contractors shall promptly comply with requests to organize scattered materials.
9. Daily sweep and weekly damp mop of all work areas.

F. Each Contractor is responsible for furnishing dumpsters or other such containers as required for collection, storage and legal disposal of all debris and rubbish resultant from their individual construction operations (both demolition and daily construction debris). The Owner's Construction Representative shall direct contractors to locate, maintain and move such containers as necessary and legally dispose of waste as containers are filled. Each contractor shall separate and recycle waste as required by authorities, contract requirements and local regulations / ordinances.

G. The General Construction Contractor shall vacuum clean areas when ready to receive finish painting, and continue vacuum cleaning, on an as needed basis, until the building(s) is (are) ready for Substantial Completion.

H. Handle materials in a controlled manner to reduce handling to the extent possible. Do not drop or throw materials from heights.

I. Schedule cleaning operations so that dust and other containment resulting from cleaning process will not fall on wet, newly painted surfaces.

3.03 FINAL CLEANING

A. Remove dust, dirt, grease, stains, paint drips and runs, plastic, labels, tape, glue, rope, and other foreign materials from visible interior and exterior surfaces.

B. Do not move dust from spot to spot. Remove directly from the surface on which it lies by the most effective mean such as appropriately treated dusting cloths or vacuum tools. When doing high cleaning, do not allow dust to fall from high areas onto furniture and equipment below.

C. Dismantle and remove all temporary structures, scaffolding, fencing, and equipment. Remove waste materials, rubbish, lumber, block, tools, machinery, and surplus materials.

D. Perform the following prior to final payment:
1. Broom clean all exterior concrete surfaces and vacuum clean all interior concrete surfaces.
2. Dust and spot clean painted and vinyl covered walls.
3. Clean and polish all unpainted metal on doors such as trim, hardware, kickplates and doorknobs.
4. Vacuum clean carpets and mats.
5. Vacuum clean acoustic ceilings.
6. Repair, patch, and touch-up marred surfaces to specified finish and to match adjacent surfaces.

7. Remove foreign material from exterior masonry.
8. Replace all broken and scratched glass and mirrors.
9. Replace all damaged insect screens.
10. Wash and clean interior and exterior window surfaces. All glass shall be clean and free of dirt, grime, streaks and excessive moisture. Wipe drippings and other marks from windowsills, sashes and woodwork. Do not use windowsills in lieu of ladders.
11. Polish bright metal by damp wiping and drying with a suitable cloth. If a polished appearance is not thereby produced, apply appropriate metal polish.
12. Clean and polish all stainless steel surfaces, including control panels supplied under this Contract.
13. Clean furniture and equipment in accordance with manufacturers instructions.
14. Clean all paved roads, lots and drives which were paved as work under this Contract and all existing paved surfaces using a mechanical street cleaner.
15. Repair or repaint damaged pavement markings.
16. Vacuum and clean with a damp cloth light fixtures, including glass and plastic lenses, ceiling and wall mounted lights, cover panels, side panels, louvers, fixture frames and lamps.
17. Clean supply vents and exhaust grilles. Clean gutters and downspouts.
18. Remove all rust spots and stains from new and pre-existing concrete, painted surfaces, and all other surfaces.
19. Clean and polish all new toilet facilities constructed under this project.
20. Clean and disinfect all pre-existing toilet facilities that were entered upon and used by the Contractor during the project.
21. Replace damaged existing toilet fixtures, such as sinks, toilet bowls, urinals, and mirrors, with in-kind units if so directed by the Architect/Engineer.
22. Wash all existing floors that were in any way impacted by the construction operations.
23. Rake clean landscaped surfaces. Final mow all areas grassed and sodded during the work.
24. Inspect interior and exterior surfaces, and all work areas, to verify that the entire work is clean and ready for use by the Owner. The project will not be considered substantially complete until all final cleaning has been performed.
25. Polish all new handrail installed as work of this contract with a commercially available aluminum cleaner recommended by the railing manufacturer.
26. Clean dirt that has accumulated between grating and grating angles/supports.
27. Vacuum the inside of all control panels provided under this Contract after the panel has been wired.
28. Fill in all holes in concrete that remain after temporary handrail is removed. Non-shrink grout shall be used.
29. Elevators: Clean all interior surfaces of the car including hoistway doors and services of the corridors on the side of the elevator. Polish all bright metal surfaces. Clean and spray buff resilient tiles. Dust and damp wipe elevator cab doors, walls and bright work.
30. Magnet sweep all exterior lawn and walkway areas to ensure that stray nails / screws, etc. remain in lawn areas nor on walkways.

3.04 RUBBISH REMOVAL

A. A. Contractors shall comply with all Local, State and Federal Laws, Codes and Requirements regarding recycling and trash or rubbish removal.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Work of this Section includes the following:
   1. Starting systems
   2. Testing, adjusting, and balancing
   3. Updating of manufacturer's operations and maintenance manuals and wiring diagrams

B. Work of this Section also includes stipulated man-hours that shall be provided by the **Prime Electrical Construction Contractor** for startup participation of equipment and systems.

1.02 STARTING SYSTEMS

A. The Contractor shall coordinate, schedule, and sequence the start-up of various equipment and systems.

B. Where the start-up of a system or piece of equipment is dependent upon the start-up of other system(s) or equipment, then the Contractor shall schedule and sequence the start-ups to coincide.

C. Notify the Architect/Engineer at least 14 calendar days prior to the start-up of each item or system so that he can schedule the startup with the Owner, utilities, and other Prime Contractors.

D. Where applicable, verify that each piece of equipment or system has been checked for proper:
   1. lubrication,
   2. drive rotation,
   3. belt tension,
   4. motor starter heater size,
   5. fuse size,
   6. water pressures,
   7. terminal connections,
   8. control sequence,
   9. for conditions which may cause damage or delay the start-up procedure.

E. Verify that the equipment has been installed in accordance with the manufacturer's requirements.

F. Complete all pre-startup checklists that may be required by the system vendor.
   1. In the event that start-up activities are delayed as a result of the Contractor's failure to properly check the completed installation and a manufacturer's representative is on the job site waiting for corrections to be made, then the Architect/Engineer may, at his/her sole discretion, postpone start-up until such time as the corrections have been made without any extra costs.
   2. The Owner may deduct from money due the Contractor the excess cost of engineering associated with having the Architect/Engineer present during the start-up.
   3. The deduction shall be equal to the Architect/Engineer's effective billing rate times the total number of hours delayed during the start-up activities.

G. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

H. Verify that wiring and support components for equipment are complete and tested.

I. Execute start-up under supervision of applicable Contractor's personnel in accordance with manufacturer's instructions.

J. The Contractor shall have the job site superintendent present during all start-up activities.

K. Provide manufacturer's authorized technician at the site when specified and in accordance with the requirements contained in Section 014500 - Quality Control.

L. Submit manufacturer's start-up reports (MSR's) in accordance with Section 013300.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 -GENERAL

1.01 SUBMITTALS

A. Submit the following documents to the Architect/Engineer before Substantial Completion:
   1. Project Record Documents as specified in Section 017839 - {\t\#1000077}.
   2. Operations and Maintenance Manuals prepared in accordance with Section 017823 - {\t\#1000076} and be updated as a result of start-up activities.
   3. Manufacturer's Start-up Reports (MSR's) for all equipment and systems where manufacturer field time is specified.
      a. Each MSR shall be signed by the field technician(s) who attended the start-up.
      b. If the manufacturer is taking exception to the installation or if the warranty is voided, he shall provide a statement to that effect and provide reasons and justification to explain the company's position.
   4. One binder containing original counterparts of all warranties, guarantees, bonds, or affidavits as specified in the Technical Specification Sections. These documents shall contain the original signatures and be placed in a plastic sheet protector, one document per protector.
   5. Spare parts checklist itemizing all spare parts furnished under the Contract summarized by Section.
   6. Electrical Underwriter's Certificate where the prime construction contract includes electrical construction or where this Contract is for a Prime Electrical Construction Contract.

B. Submit the following items to the Architect/Engineer with the final application for payment:
   1. Final Application for Payment and continuation (G702 and G703)
   2. Contractor's Certified Payrolls
   3. OSHA cards for all workers
   4. Contractor's Affidavit of Payment of Debts and Claims (G706)
   5. Contractor's Affidavit of Release of Liens (G706A)
   6. Final list of Subcontractors (G705)
   7. Subcontractor's Affidavit of Payment of Debts and Claims (G706) - (for each subcontractor used)
   8. Subcontractor's Affidavit of Release of Liens (G706A) - (for each subcontractor used)
   9. Consent of Surety to Final Payment (G707)
   10. 2 year Maintenance Bond - 100% of contract including change orders
   11. Contractors letter guaranteeing workmanship 2 years
   12. Product data, Maintenance manuals and Warranty Information
   13. As Built Documentation
   14. Attic Stock / Spare Parts (provide proof of delivery transmittal signed by owner)
   15. Training and Demonstrations (provide sign-in from training session)
   16. Asbestos Affidavit and waste manifests

C. All documents shall be complete, signed, dated, and notarized (where applicable) and be subject to the Architect/Engineer's acknowledgment of receipt or approval.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. This Section specifies the requirements for Operations and Maintenance Manuals required to be prepared by system suppliers and equipment manufacturers.

B. The Contractor shall submit Operations and Maintenance Manuals for all equipment.

C. Where the technical specifications call for the submission of manuals, said manuals shall be prepared in accordance with the requirements contained herein. It being understood that manuals shall be submitted for all equipment even if it is not specifically called out in the specifications.

1.02 MANUAL CONTENTS AND FORMAT

A. All Operations and Maintenance Manuals shall be as specified hereinafter.

B. The binder shall be 8 1/2" x 11", metal hinge, vinyl, large capacity by National or Equal. It shall show the name of the manufacturer or supplier and project name on the spine of the binder.

C. A cover shall be provided showing the names of the Owner, Architect/Engineer, Contractor, and Manufacturer.
   1. It shall show the Contractor's order number and manufacturer's project number.
   2. The address of the manufacturer, service station telephone number, project title, contract number, and year shall also be shown.

D. Provide tabbed color dividers for each separate product and system.
   1. The name of the product shall be typed on the tab.
   2. A separate tab shall also be provided for information such as troubleshooting instructions, spare parts list, etc.

E. An index shall be provided in the back of the binder, with a separate tab, providing a quick way for the operator to find key and important topics contained in the manual.

F. A separate listing for all charts, graphs, tables, figures and shop drawings shall be provided directly following the table of contents.

G. Each manual shall contain one (1) copy of all shop drawings deemed in compliance with the Contract Documents by the Architect/Engineer submitted for the equipment or system for which the manual is prepared.
   1. Only these shop drawings shall be included in the manual.
   2. All shop drawings larger than 8 1/2" x 11" shall be folded and placed in a heavy duty, top loading plastic sheet protector with the title of the drawing showing; one (1) drawing per protector page.

H. For systems being furnished with control panels, each manual shall contain a catalog cut for every electrical device installed inside the control panel or motor control center.

I. Where emergency generator(s) are included as work of this Contract, the manufacturer's standard manual will be allowed if the manual clearly shows the instructions for the particular model of generator. Cross out chapters and paragraphs that do not apply to the Owner's generator.

J. Each manual shall contain the following as a minimum:
   1. Table of contents
   2. Final version of the warranty statement approved by the Architect/Engineer
   3. Nameplate data of each component, year of installation, contract number and specification number
   4. Name, address and telephone number of the manufacturer and the manufacturer's local representative(s)
   5. Installation instructions
   6. Operation instructions including adjustments, the interrelation of components and the control sequence describing break-in, start-up, operation and shutdown

7. Emergency operating instructions and capabilities
8. Maintenance requirements include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair and reassembly instructions; and alignment, adjusting, balancing, and checking instructions
9. Troubleshooting guide and corrective maintenance (repair) procedures for all electrical and mechanical equipment. These guides shall list the most frequent and common problems, together with the symptoms, possible causes of the trouble, and remedies
10. Drawings (pictures or exploded views) which clearly depict and identify each part, suitable for assembly and disassembly of entire system and each component
11. Wiring and control diagrams, if applicable
12. Panelboard circuit directories including electrical service characteristics, if applicable
13. Part list with current prices; ordering information; and recommended quantities of spare parts to be maintained in storage
14. Charts of valve tag numbers, with location and function of each valve, keyed to the process and instrumentation diagram prepared as part of the Contract Documents
15. Name, address, and telephone number of nearest parts supply house and nearest authorized repair service center.
16. List of recommended spare parts and the recommended number of each per unit and per group of units.

K. All electronic Operations and Maintenance Manuals shall be as specified hereinafter.
1. All files shall be in Adobe PDF format and submitted on compact discs.
2. Files shall be organized by specification section and then by product.
3. An electronic index and list of all charts, graphs, tables, figures, and shop drawings shall be included.
4. All information provided in the paper Operations and Maintenance Manual shall be included in the electronic version.

L. Submit two (2) copies of a preliminary draft manual at least fourteen (14) calendar days prior to the date set for start-up.
1. The Architect/Engineer will review the manual for content and compliance with these specifications.
2. Written comments will be provided, but the manual will not be returned.
3. One (1) manual will be used at start-up, to record changes that should be made to the final manual.
4. This copy of the manual will be retained on the site until such time as the final, updated manual is provided.

M. Two (2) weeks after the date the unit was placed into service and the Owner has gained beneficial use, submit five (5) copies of the final updated Operations and Maintenance Manual. Refer to Section 017500 - {\t\#1000073} for requirements related to updating the manual(s).

N. Where installation instructions are not included with the manual, they shall be shipped at least ten (10) days prior to the date the equipment is scheduled for installation.

1.03 RETAINAGE

A. The Architect/Engineer will retain from payment due the Contractor, for failure to submit manuals as specified, an amount equal to 2% of the scheduled value for the equipment or system for which the manual applies. This Contract requirement only applies when a manual is specified to be provided in the Technical Specifications for a particular system or piece of equipment.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. This Section includes:
   1. Maintenance of documents
   2. Recording of record information
   3. Submission of record documents

1.02 PLANS AND SPECIFICATIONS FURNISHED TO THE CONTRACTOR

A. Two (2) complete sets of Contract Documents (plans, specifications and addenda) will be furnished to the Contractor.

1.03 MAINTENANCE OF DOCUMENTS

A. The Contractor shall maintain at the site one (1) set of the following: drawings, specifications, addenda, change orders, approved shop drawings, test reports, operation and maintenance manuals, and shop drawing log.

B. The Contractor shall make these documents available for use by the Owner, Architect/Engineer, regulatory agencies and other parties designated by the Owner.

C. Maintain these documents in a clean, dry, legible condition throughout the entire contract period.

1.04 RECORDING OF RECORD INFORMATION

A. Affix a stamp to each Contract Drawing and Shop Drawing reading as follows: "RECORD DOCUMENT" - "NAME OF PROJECT" - "CONTRACTOR NAME" in 2-inch high printed letters. The stamp shall be specifically prepared for this project.

B. Keep the record documents current as the work progresses. Record information concurrent with construction progress.

C. Shop Drawings: Maintain as record documents. Legibly mark-up to show changes made due to field conditions encountered during construction.

1.05 PROJECT RECORD DOCUMENTS

A. Maintain a complete and accurate log of control and survey work as it progresses.

1.06 SUBMITTAL OF RECORD DOCUMENTS

A. At Substantial Completion, the Contractor shall deliver one (1) preliminary record set of as-built documents to the Architect/Engineer with all changes conspicuously ballooned or otherwise emphasized.

B. The work will not be considered substantially complete until such time as the preliminary record documents are delivered and acceptable to the Architect/Engineer. Mark this set "Preliminary Record Drawings".

C. Prior to Final Completion, the Contractor shall conform the preliminary record drawings to the comments made by the Architect/Engineer. The Contractor shall provide one (1) set of full-scale paper as-built drawings and one (1) electronic copy in portable document format (PDF).

D. As-built drawings shall be the same size as the Contract Drawings, with 1/2-inch margins space on three sides and a 2-inch margin on the left side for binding.

E. Each drawing shall bear in the title box the words "FINAL RECORD DRAWINGS" and the name of the Contractor in heavy black lettering 1/2 inch high and be certified as complete and accurate.

F. As a convenience, Architect/Engineer will make available to the Contractor electronic media of the Contract Drawings for the sole purpose of the Contractor preparing as-built drawings.

G. Electronic media made available is without guarantee of compatibility with the Contractor's software or hardware.
   1. If the Contractor wishes to take advantage of this offer, the Contractor will be required to execute an indemnification and hold harmless agreement with the Architect/Engineer.

1.07 RELATED DOCUMENTS

A. Provide certificate of release of liens if requested by the Architect/Engineer.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. The Section includes the requirements for delivering spare parts specified to be furnished under the provisions of the Contract Documents.

1.02 QUALITY ASSURANCE

A. Spare parts shall be delivered as complete assemblies direct from the manufacturer such that the part is fully functional and ready to be installed.

1.03 DELIVERY, STORAGE AND HANDLING OF SPARE PARTS

A. Comply with the requirements of Section 016500 for packing, delivery, storage and handling requirements for all parts delivered to the site of the work.

B. All spare parts required to be furnished under a Section of the Specifications shall be packaged in one separate box, crate or container with the words "SPARE PARTS" lettered on all sides of the container.

C. The equipment name or system name for which the spare parts are being provided shall also be lettered on the container.

D. A separate packing list for the spare parts shall be included in the container.

E. The Contractor shall store all spare parts indoors immediately upon delivery of the spare parts to the site. Spare parts will not be accepted by the Owner/Architect/Engineer if the spare parts have been stored outdoors for more than 8 hours upon delivery to the site.

F. The storage location shall be secure.

1.04 TURN OVER OF SPARE PARTS

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Work of this Section includes the requirements for demonstrating and training of installed systems, equipment, and products.

B. Manufacturer field services and the credit for unused service time is also included herein.

1.02 MANUFACTURER'S FIELD SERVICES

A. When specified in individual specification sections require field services to be provided, said services shall be provided by qualified, authorized and factory trained representative(s) of the manufacturer (supplier).

B. Field services shall generally consist of:
   1. installation supervision,
   2. verify terms of the manufacturer's warranty,
   3. equipment and system calibration,
   4. startup supervision,
   5. and operation and maintenance instructions to the Owner's employees.

C. Such services do not include service time to correct a factory fault, correct problems resulting from a factory wiring or control logic error, or errors caused by poor or improper installation by the Contractor.

D. The time specified to be provided under the specification sections shall be exclusive of travel time to and from the facility or site. For the purposes of this Contract, one (1) day shall be defined as eight (8) hours exclusive of breaks or mealtime.

E. The times specified to be provided by the manufacturer does not relieve the manufacturer from providing sufficient service time to place the equipment or systems into satisfactory operation and to obtain the specified performance. The manufacturer shall provide, as a minimum, the times specified in the Specification Sections.

1.03 SUBMITTALS

A. The Contractor shall prepare a list of all manufacturer specified field time required by the technical specifications. Compile this summary listing and submit it to the Engineer for review in accordance with the requirements contained in Section {\id\#1000058} - {\t\#1000058}.

B. Manufacturer's Startup Reports

1.04 QUALITY CONTROL

A. The Contractor shall adhere to all instructions provided by the manufacturer's authorized representative.

B. All verbal instructions necessary to satisfy performance of the equipment or the system shall be immediately provided by the Contractor. The manufacturer shall document all verbal orders in writing at a time suitable to the Contractor.

C. All written instructions provided in operation, maintenance, and installation guides and manuals, provided by the manufacturer of such equipment and or system, shall be complied with by the Contractor.

D. The Contractor shall comply with all manufacturer requirements such that written or implied warranties remain in full force during the time period so specified elsewhere in the technical specifications.

E. Should manufacturer's instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

F. Actions and/or non performance by the Contractor that may void manufacturer warranties shall not constitute a release of the specified warranty, and all warranty claims made by the Owner shall be paid for by the Contractor as if the manufacturer's warranty was still in effect.

1.05 SCHEDULING - FIELD SERVICES

A. The Contractor shall arrange field service on dates acceptable to the Owner and Architect/Engineer.

B. The service visits shall be scheduled at least 2 weeks in advance so that the Owner and Architect/Engineer can adequately staff the date.

C. Operator training will not be allowed until such time as the Manufacturer's Operation and Maintenance Manuals have been supplied and approved by the Architect/Engineer.
   1. The field service technician shall review the contents of the manual with designated employees of the Owner.
   2. Field services will not be deemed provided until the MSR is provided.

1.06 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to Owner's personnel prior to date of Substantial Completion.

B. Utilize manufacturer's and vendor's Operation and Maintenance Manuals as basis for instruction. Review contents of the manual with the Owner's personnel in detail to explain all aspects of operation and maintenance.

C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of the equipment or of the system.

D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

E. The Contractor shall arrange to have the manufacturer's Operation and Maintenance Manuals updated with information that has been added during start-up activities.

F. The final manual shall contain the most recent information and reflect all operational and maintenance aspects of the final installed and functioning system or equipment component of the system.

G. Any changes to control panel wiring diagrams or interconnection wiring schematics shall be made and new prints provided as an update to previously approved manuals.

H. Manufacturer field time shall be as specified in individual Sections of the Technical Specifications.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION